



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346

Microsoft Teams Meeting: Join on your computer or mobile app.
Or go to www.teams.microsoft.com and enter the
Meeting ID: 224 715 228 367 22 and Passcode: wA7Px2yD

Regular City Council Meeting Agenda – July 27, 2026, 7:00 PM

1. Call to Order:
2. Pledge of Allegiance:
3. Roll Call:
Mayor Wylie, Mayor Pro Tem Rodgers Council Members: Avery, Casey, Forte, Jones, and Quisenberry
4. Approval of Agenda - Motion
5. Public Comments:
Individuals have the opportunity to address the City Council on topics not on the agenda for three minutes. In order to hear all Individuals comments at a reasonable hour, the City Council request that speakers respect the three-minute time limit. Note: this is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council.
6. FYI:
 - a. E. Church Street Paving Notice
 - b. Music in the Park, Friday, July 31st
7. City Manager's Report
8. Oakland County Sheriff's Report for June (Sgt. Bowie to attend)
9. Consent Agenda:
Final Minutes of the June 22, 2026 Regular Meeting
Draft Minutes of the July 13, 2026 Regular Meeting
Treasurer's Report July 27, 2026

10. **Unfinished Business:**

- a. None

11. **New Business:**

- a. **Proclamation: Nancy Moon / Historic District Survey Committee Recognition**
- b. **Discussion: Q1 & Q2 2026 HDC Activity Report**
- c. **Discussion: Michigan Legislatively Directed Spending Initiative (LDSI) Grant**
- c. **Resolution: City Clerk Professional Development Training Cost**
- d. **Resolution: Sewage Disposal Fee Increase**
- e. **Resolution: Oakland County IT Agreement Renewal**
- f. **Discussion: Establishment of a New Public Safety Millage**

12. Adjourn Meeting

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

People with disabilities needing accommodations for effective participation in this meeting should please contact Jonathan Smith, City Manager (248) 625-1559 in advance of the meeting. An attempt will be made to provide reasonable accommodations.



Notice: E. Church Street Paving Work

Starting Monday, July 27th, the City of Clarkston will be re-paving E. Church Street from Main Street (M-15) to the City's eastern border. Following is an approximate, weather-permitting schedule for the work:

July 27 th - July 28 th :	Final surveying and other setup work
July 29 th – July 31 st :	Milling (grinding) and removal of the existing asphalt and other preparation
August 4 th – August 5 th :	Installation of the new 2" asphalt base course
August 6 th – August 7 th :	Concrete repairs to curbs, sidewalks, and sewer structures
August 14 th :	Installation of the new 2" asphalt top course
August 17 th – August 29 th :	Clean-up work, grass restoration, crosswalk striping, other

While the road will be closed to through traffic during project, the road will always (with a few exceptions) be open to residents, delivery vehicles, and trash services. If you would prefer to park offsite, the Clarkston United Methodist Church parking lot would be a good choice.

All work is being funded by a 50% grant from the Michigan Department of Transportation (MDOT) with a 50% match from the City's parking fund. Zero taxpayer dollars are being used for this project.

The contractor vetted for this project is Hutch Paving of Warren Michigan. Personnel from Engineering firm Fleis & Vandenbrink will be on-site daily to manage the project. I too will be monitoring the work daily. If you have any questions or concerns, you are welcome to call the City Office at (248) 625-1559 or my cell (248) 909-3380 or email me at smithj@villageofclarkston.org.

Jonathan Smith, City Manager

Thank you for your patience and understanding during this work!

Music in the Park

Benefiting
Clarkston Family Farm!



STARDUSTERS

Big Band

LIVE

Depot Park, Clarkston, Michigan

Friday, July 31st 6:00pm

More than music! Sunflower market produce stand,
interact with farm animals, face painting, 50-50 raffle.

Family fun starts at 6pm. Music from 7-9pm.

Bring a lawn chair or blanket.

Food Trucks Available!



City of the Village of Clarkston
City Manager Report
July 27, 2026

NoHaz Collection Event August 1st

City residents are reminded that the next NoHaz collection event is scheduled for Saturday, August 1st, allowing residents to drop off hazardous waste products for just \$15.00 per carload. This event will be held at the Kensington Church (4640 S. Lapeer Road, Orion Township) from 8:00 AM to 1:00 PM.

Status of E. Church Repaving

As shown in this meeting's FYI section, the timeline for the repaving of E. Church Street has been set. Weather permitting, the project should be complete by the end of August.

Status of Parking Fee Rate Increase

As previously reported, the implementation of the new \$1.50/hour parking fee in Clarkston's two paid parking lots was completed this week.

Early Voting

The Michigan Primary Election will be held Tuesday, August 4th from 7AM to 8PM, but the required nine days of early voting will begin Saturday, July 25th, from 9AM to 5PM. Starting this year, early voting for City residents will be held here in the City Office (not Bay Court Park or Waterford Oaks). For information on the election, visit the Michigan Voter Information Center [website](#) or call the City Office.

Respectfully submitted, **Jonathan Smith, City Manager, July 23, 2026**

**OAKLAND COUNTY SHERIFF DEPARTMENT
INDEPENDENCE SUBSTATION**

TO: Jonathan Smith, City Manager

FROM: Lieutenant Jeff Buchmann, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

[illegible]



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346

Final Minutes of the June 22, 2026, Regular City Council Meeting

1. Call to Order:

- The regular meeting of the City of the Village of Clarkston City Council was called to order by Mayor Wylie at 7:09 P.M.

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Mayor Wylie, Casey, Forte, and Quisenberry.
- Councilmembers Absent: Mayor Pro Tem Rodgers, Jones, Avery.
- Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk.

4. Approval of Agenda:

- Motion by Forte, Support by Quisenberry, to approve the agenda as presented.
All Aye. Nay - None. MOTION CARRIED, 4-0.

Motion by Forte, Support by Quisenberry, to amend the agenda. VOTE: All Aye. Nay – None.
MOTION CARRIED, 4-0

Motion by Forte, Support by Quisenberry, to amend the agenda to add a Resolution for Main Street Banners for a total of \$554.00 under the category New Business. VOTE: All Aye. Nay – None. MOTION CARRIED, 4-0

5. Public Comments:

- Public comment was held.

6. FYI:

- None

7. City Manager Report

- Parking Lot Maintenance Schedule
- Pothole Patching

- Oakland County LRIP Grant Approved
- Depot Road Sewer Line Repair

8. Consent Agenda

- Final Minutes of the May 26, 2026, Regular Meeting
- Draft Minutes of the May 8, 2026, Regular Meeting
- Treasurer's Report June 22, 2026

Motion by Quisenberry, Support by Forte, to approve the Consent Agenda as presented. All Aye. Nay – None. MOTION CARRIED, 4-0

9. **Unfinished Business:**

- a. Discussion with Oakland County Sheriff Sergeant James Bowie – no update
- b. Resolution: City Planner Quote Comparison & Selection

Motion by Forte, Support by Quisenberry, that the City of the Village of Clarkston hereby authorizes the City Manager to initiate a Planning Services Agreement with Giffels Webster.

VOTE: Casey - Yes, Wylie – Yes, Forte – yes, and Quisenberry. MOTION CARRIED, 4-0.

10. **New Business:**

- a. Resolution: E. Church Paving Contractor Selection

Motion by Quisenberry, Support by Forte, that the City of the Village of Clarkston hereby accepts and approves the bid of \$217,777.80 from Hatch Paving and authorizes the City Manager to proceed with the paving project through Hutch Paving and F&V Engineering.

VOTE: Wylie - Yes, Quisenberry – Yes, Casey – Yes, and Forte - Yes.

MOTION CARRIED, 4-0.

- b. Resolution: Independence Television Intergovernmental Agreement

Motion by Wylie, Support by Forte, that the City of the Village of Clarkston hereby authorizes the Mayor to sign the Independence Television Intergovernmental Agreement. VOTE: Forte - Yes, Casey – Yes, Quisenberry - Yes, and Wylie - Yes. MOTION CARRIED, 4-0.

- c. Resolution: To Purchase & Install 8 Patriotic Banners for the City Lampposts

Motion by Forte, Support by Quisenberry, to purchase 8 patriotic banners for the lampposts in the City for a total of \$554.00. VOTE: Quisenberry – Yes, Forte - Yes. Wylie - No, and Casey – No. MOTION FAILED, 2 – 2.

11. Motion: Adjourn Meeting at 8:09 P.M.

- Motion by Forte, Support by Casey, to adjourn. VOTE: All Aye. Nay – None. MOTION CARRIED 4-0.

Respectfully Submitted by Angie Guillen, City Clerk.



City of the Village of Clarkston
Artemus M. Pappas Village Hall
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Draft Minutes of the July 13, 2026, Regular City Council Meeting

1. Call to Order:

- The regular meeting of the City of the Village of Clarkston City Council was called to order by Mayor Wylie at 7:00 P.M.

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Mayor Wylie, Mayor Pro Tem Rodgers, Avery, Casey, Forte, Jones, and Quisenberry.
- Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk.

4. Approval of Agenda:

- Motion by Quisenberry, Support by Avery, to amend the agenda to add a Closed Session, Item J, under New Business as presented. All Aye. Nay None. MOTION CARRIED, 7-0.
- Motion by Rodgers, Support by Jones, to approve the amended agenda as presented. VOTE: All Aye. Nay None. MOTION CARRIED, 7-0

5. Public Comments:

- Public comment was held.

6. FYI:

- 2026 Clarkston Garden Walk & Artisan Walk July 15th, 2026

7. City Manager Report

- July 16th Deadline for Submitting Petitions for Council Seats
- Status of e-Bike Ordinance Proposal
- Status of Parking Fee Rate Increase
- Beavers Damage in Parke Lake

8. Consent Agenda

- Final Minutes of the June 8, 2026, Regular Meeting
- Draft Minutes of the June 22, 2026, Regular Meeting
- Treasurer's Report July 13, 2026

Motion by Jones, Support by Avery, to approve the Consent Agenda as presented.

All Aye. Nay – None. MOTION CARRIED, 7-0

9. **Unfinished Business:**

- a. None

10. **New Business:**

- a. Discussion: Christmas Market Status Update (L. Rodgers)

Mayor Pro Tem Rodgers discussed the upcoming Christmas Market and the activities already underway to prepare and have a successful Christmas Market on Saturday, December 12, 2026.

- b. Discussion: Certified Local Government Proposal (H. Schriber)

Ms. Schriber presented to Council the benefits of becoming a Certified Local Government and discussed potential grants that are available after the city becomes certified.

- c. Motion: Election Commission Appointments or Renewals

Motion by Jones, Support by Casey, to appoint City Clerk Angie Guillen, City Manager Jonathan Smith, and qualified registered elector Evelyn Bihl to the City's Election Commission, effective immediately. City Clerk Angie Guillen shall be the Chairperson.

VOTE: All Aye. Nay None. MOTION CARRIED, 7-0.

- d. Motion: Planning Commission Appointments or Renewals

Motion by Rodgers, Support by Forte, to accept the nominations for Planning Commission Kevin Knapp and Andy North term ending June 2029. VOTE: All Aye. Nay None. MOTION CARRIED, 7-0.

- e. Motion: Military Hometown Heroes Banner Program (J. Kunse)

Ms. Kunse discussed installing military hometown heroes' banners on City lampposts to recognize area Veterans for their service to our Country.

Motion by Forte, Support by Rodgers, to approve the Military Hometown Heroes Banner Program as presented. VOTE: Jones – Yes, Quisenberry – Yes, Rodgers – Yes, Wylie – Yes, Avery – Yes, and Forte - Yes. MOTION CARRIED, 7-0.

- f. Resolution: 69 S. Main Street Retaining Wall Repairs

Motion by Jones, Support by Quisenberry, that the City of the Village of Clarkston hereby authorizes the City Manager to contract with Michigan Chimney Repair to repair and reconstruct the brick retaining wall owned by the City at 69 S. Main Street at a not-to-exceed cost of \$9,500.00, to be funded by the City's Parking Fund (231-000-001.000) designated for road, sidewalk and parking lot maintenance. VOTE: Casey -Yes, Avery – Yes, Quisenberry – Yes, Jones – Yes, Wylie – Yes, Rodgers – Yes, and Forte - Yes. MOTION CARRIED, 7-0.

- g. Resolution: 6330 Middle Lake Road Curbing and Catch Basin

Motion by Jones, Support by Avery, to table until the next Regular Council Meeting. VOTE: Aye - 6. Nay -1. MOTION CARRIED, 6-1.

- h. Resolution: MML General Conference in October 2026

Motion by Avery, Support by Casey, that the City of the Village of Clarkston hereby authorizes the City manager to register for and attend the MML General Conference at a total of \$1,168.00 to be funded by the Administration Dues & Conferences Budget (101-172-958.000). VOTE:

Rodgers – Yes, Wylie – Yes, Avery – Yes, Avery – Yes, Casey – Yes, Forte – Yes, Jones – No, and Quisenberry - Yes. MOTION CARRIED, 6-1.

- i. Confidential Letter from the City Attorney
- j. Closed Session

Closed Session Meeting to review a Confidential Letter from the City Attorney as permitted by the Open Meetings MCL 15.268(1)(h) which permits a public body to meet in a closed session for the purpose of considering its attorney's written legal opinion, which is subject to the attorney-client privilege and thus is not subject to disclosure under state law.

1. Motion to Hold a Closed Session Meeting with City Attorney Gerald Fisher
 2. Initiate a Closed Session Meeting
 3. Discussion
 4. Motion to End the Closed Session Meeting
 5. End the Closed Session, return to Open Session
- Motion by Forte, Support by Quisenberry, to go into a closed session at 8:12pm
MOTION CARRIED, 7-0.
 - Motion by Jones, Support by Rodgers, to come out of closed session and reconvene the Regular City Council Meeting at 8:59 pm. VOTE: All Aye. MOTION CARRIED, 7-0.

11. Motion: Adjourn Meeting at 8:59 P.M.

- Motion by Forte, Support by Casey, to adjourn. VOTE: All Aye. Nay – None.
MOTION CARRIED, 7-0.

Respectfully Submitted by Angie Guillen, City Clerk.

Treasurer's Report

I. Revenue/Expenditure Actual vs. Budget as of 06/30/2026 General Fund 101

II. Revenue/Expenditure Actual vs. Budget as of 06/30/2026 Major Roads Fund 202

III. Revenue/Expenditure Actual vs. Budget as of 06/30/2026 Local Roads Fund 203

IV. Revenue/Expenditure Actual vs. Budget as of 06/30/2026 Capital Projects Fund 401

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

Carlisle Wortman -

2026 Planning Consultation

\$ -

2026 General Consultation

\$ -

Sub Total

\$ -

HRC -

MS4 Permit Assistance

\$ -

Professional

\$ -

Sub Total

\$ -

Jerry / Kristin-

Professional Services June 2026

\$ 60.00

Court/Prosecution June 2026

\$ 165.00

Professional Services June 2026

\$ -

Court/Prosecution June 2026

\$ -

\$ 225.00

Sub total Invoices for review

\$ 225.00

VII. Other Checks for Review

\$ -

\$ -

\$ -

\$ -

Total Other Checks for Review

\$ -

Grand Total

\$ 225.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 PERIOD ENDING 06/30/2026

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	722,231.00	722,231.00	729,223.76	(6,992.76)	100.97
101-000-445.000	INTEREST & PENALTY REVENUES	736.00	736.00	816.75	(80.75)	110.97
101-000-477.000	CABLE TV REVENUES	14,309.00	14,309.00	7,880.88	6,428.12	55.08
101-000-491.000	IN-KIND FEES/PEG FEES AT&T	3,887.00	3,887.00	1,540.24	2,346.76	39.63
101-000-492.000	PERMIT FEES	28,000.00	28,000.00	250.00	27,750.00	0.89
101-000-493.000	FOIA FEES	0.00	0.00	(63.00)	63.00	100.00
101-000-503.000	P- GRANTS	0.00	0.00	4,170.00	(4,170.00)	100.00
101-000-522.000	COMM DEV BLOCK GRANT - CDBG	7,000.00	7,000.00	7,000.00	0.00	100.00
101-000-569.000	OTHER STATE GRANTS	0.00	0.00	2,087.44	(2,087.44)	100.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE-PP	4,000.00	4,000.00	5,104.23	(1,104.23)	127.61
101-000-573.001	ENHANCED ACCESS REVENUE SHARING	1,310.00	1,310.00	169.65	1,140.35	12.95
101-000-574.001	STATE REVENUE SHARING/SALES TAX	107,229.00	107,229.00	88,252.00	18,977.00	82.30
101-000-582.000	BANNER REVENUES	0.00	0.00	100.00	(100.00)	100.00
101-000-656.000	DISTRICT COURT REVENUE	3,708.00	3,708.00	18,052.11	(14,344.11)	486.84
101-000-665.000	INTEREST EARNED	1,858.00	1,858.00	4,550.32	(2,692.32)	244.90
101-000-666.000	DIVIDENDS AND REBATES	1,400.00	1,400.00	1,312.00	88.00	93.71
101-000-667.000	GAZEBO RENTALS	4,500.00	4,500.00	3,425.00	1,075.00	76.11
101-000-667.001	EQUIPMENT RENTAL	26,000.00	26,000.00	40,585.89	(14,585.89)	156.10
101-000-670.000	MISCELLANEOUS INCOME	1,500.00	1,500.00	4,773.25	(3,273.25)	318.22
101-000-670.001	SPECIAL EVENTS REVENUE	2,500.00	2,500.00	3,968.25	(1,468.25)	158.73
101-000-674.000	CONTRIBUTIONS	1,500.00	1,500.00	0.00	1,500.00	0.00
Total Dept 000 - GENERAL		931,668.00	931,668.00	923,198.77	8,469.23	99.09
Dept 248 - HOLIDAY MARKET						
101-248-674.000	CONTRIBUTIONS	0.00	0.00	1,800.00	(1,800.00)	100.00
Total Dept 248 - HOLIDAY MARKET		0.00	0.00	1,800.00	(1,800.00)	100.00
TOTAL REVENUES		931,668.00	931,668.00	924,998.77	6,669.23	99.28
Expenditures						
Dept 101 - COUNCIL/MAYOR						
101-101-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	7,750.00	7,750.00	6,525.00	1,225.00	84.19
101-101-955.000	MISC EXPENSE	500.00	524.47	524.47	0.00	100.00
101-101-958.000	DUES & CONFERENCES	3,000.00	3,000.00	2,786.32	213.68	92.88
Total Dept 101 - COUNCIL/MAYOR		11,250.00	11,274.47	9,835.79	1,438.68	87.24
Dept 172 - ADMINISTRATION						
101-172-701.002	WAGES - ADMIN ASSISTANT	13,880.00	14,672.70	14,672.70	0.00	100.00
101-172-703.003	SALARY - CITY MANAGER	58,225.00	58,225.00	58,224.92	0.08	100.00
101-172-714.000	MERS - EMPLOYER MATCH	2,500.00	4,600.44	4,600.44	0.00	100.00
101-172-715.000	CITY FICA EXPENSE	5,516.00	5,576.65	5,576.65	0.00	100.00
101-172-719.000	CITY SUTA MESC EXPENSE	12.00	13.68	13.68	0.00	100.00
101-172-722.000	WORKMAN'S COMPENSATION	3,000.00	3,000.00	2,166.00	834.00	72.20
101-172-726.000	SUPPLIES	5,750.00	5,750.00	4,432.17	1,317.83	77.08
101-172-727.001	POSTAGE	500.00	500.00	476.80	23.20	95.36
101-172-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	5,000.00	9,246.52	9,246.52	0.00	100.00
101-172-850.000	TELEPHONE EXPENSE	10,000.00	11,674.15	11,674.15	0.00	100.00
101-172-852.000	TECHNOLOGY/INTERNET EXPENSE	8,373.00	9,446.55	9,446.55	0.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 06/30/2026

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
101-172-860.000	MILEAGE/CONFERENCE	1,300.00	3,626.22	3,626.22	0.00	100.00
101-172-941.000	RICOH COPIER LEASE	1,045.00	1,045.00	1,043.64	1.36	99.87
101-172-958.000	DUES & CONFERENCES	2,500.00	3,226.35	3,226.35	0.00	100.00
Total Dept 172 - ADMINISTRATION		117,601.00	130,603.26	128,426.79	2,176.47	98.33
Dept 215 - CLERK						
101-215-703.001	SALARY - CLERK	50,000.00	50,000.00	49,037.00	963.00	98.07
101-215-715.000	CITY FICA EXPENSE	3,825.00	3,825.00	3,751.33	73.67	98.07
101-215-719.000	CITY SUTA MESC EXPENSE	2.00	13.30	13.30	0.00	100.00
101-215-726.000	SUPPLIES	100.00	100.00	93.30	6.70	93.30
101-215-901.000	PUBLICATIONS	1,000.00	1,808.20	1,808.20	0.00	100.00
101-215-958.000	DUES & CONFERENCES	2,500.00	4,249.78	4,249.78	0.00	100.00
Total Dept 215 - CLERK		57,427.00	59,996.28	58,952.91	1,043.37	98.26
Dept 223 - AUDIT						
101-223-805.000	AUDIT FEES	13,500.00	13,500.00	13,500.00	0.00	100.00
Total Dept 223 - AUDIT		13,500.00	13,500.00	13,500.00	0.00	100.00
Dept 248 - HOLIDAY MARKET						
101-248-726.000	SUPPLIES	2,500.00	2,500.00	2,395.64	104.36	95.83
Total Dept 248 - HOLIDAY MARKET		2,500.00	2,500.00	2,395.64	104.36	95.83
Dept 253 - TREASURER						
101-253-703.002	SALARY - TREASURER	40,000.00	40,000.00	39,999.96	0.04	100.00
101-253-715.000	CITY FICA EXPENSE	3,060.00	3,060.00	3,060.00	0.00	100.00
101-253-719.000	CITY SUTA MESC EXPENSE	6.00	6.65	6.65	0.00	100.00
101-253-726.000	SUPPLIES	1,200.00	1,613.63	1,613.63	0.00	100.00
101-253-853.000	COMPUTER SUPPORT	4,000.00	4,000.00	3,013.74	986.26	75.34
101-253-958.000	DUES & CONFERENCES	1,500.00	1,500.00	99.00	1,401.00	6.60
101-253-960.000	BANK FEES	400.00	400.00	308.70	91.30	77.18
Total Dept 253 - TREASURER		50,166.00	50,580.28	48,101.68	2,478.60	95.10
Dept 257 - ASSESSOR						
101-257-804.000	ASSESSING - OAKLAND COUNTY	12,906.00	22,393.85	22,393.85	0.00	100.00
Total Dept 257 - ASSESSOR		12,906.00	22,393.85	22,393.85	0.00	100.00
Dept 262 - ELECTIONS						
101-262-726.000	SUPPLIES	2,000.00	2,562.14	2,562.14	0.00	100.00
101-262-727.001	POSTAGE	800.00	800.00	350.23	449.77	43.78
101-262-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	3,000.00	3,187.89	3,187.89	0.00	100.00
101-262-901.000	PUBLICATIONS	350.00	350.00	60.00	290.00	17.14
Total Dept 262 - ELECTIONS		6,150.00	6,900.03	6,160.26	739.77	89.28

PERIOD ENDING 06/30/2026

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
101-265-705.000	WAGES - BUILDING MAINTENANCE	6,600.00	9,557.76	9,557.76	0.00	100.00
101-265-705.001	WAGES - BUILDING MAINTENANCE O/T	330.00	330.00	0.00	330.00	0.00
101-265-706.000	WAGES - VILLAGE GROUNDS PARK	26,000.00	29,972.00	29,972.00	0.00	100.00
101-265-706.001	WAGES - DPW VILLAGE GROUNDS/PARK O/T	4,950.00	4,950.00	2,186.04	2,763.96	44.16
101-265-715.000	CITY FICA EXPENSE	2,898.00	3,191.23	3,191.23	0.00	100.00
101-265-719.000	CITY SUTA MESC EXPENSE	3.00	3.00	1.58	1.42	52.67
101-265-726.004	SUPPLIES-VH BUILDING	2,500.00	2,500.00	2,250.00	250.00	90.00
101-265-728.000	PARK MATERIALS	13,000.00	13,000.00	12,678.58	321.42	97.53
101-265-818.000	RUBBISH COLLECTION	2,200.00	2,411.45	2,411.45	0.00	100.00
101-265-920.000	DETROIT EDISON-VH	3,100.00	3,236.69	3,236.69	0.00	100.00
101-265-921.000	CONSUMERS ENERGY-VH	2,378.00	2,431.14	2,431.14	0.00	100.00
101-265-923.000	DTE UPPER PARKING LOT	4,417.00	4,417.00	4,073.13	343.87	92.21
101-265-923.001	DTE DEPOT PARK	325.00	502.23	502.23	0.00	100.00
101-265-924.000	SEWER & WATER-VH	1,200.00	1,200.00	926.98	273.02	77.25
101-265-931.000	BUILDING MAINTENANCE-VH	500.00	1,266.82	1,266.82	0.00	100.00
101-265-934.000	MILL POND ASSESSMENT	143.00	143.00	143.00	0.00	100.00
101-265-935.000	STORM WATER DISCHARGE PERMIT	750.00	750.00	500.00	250.00	66.67
101-265-956.000	WATER LEVEL CONTROL	150.00	150.00	64.81	85.19	43.21
101-265-957.000	CDBG DISBURSEMENTS	7,000.00	7,000.00	3,500.00	3,500.00	50.00
Total Dept 265 - BUILDING AND GROUNDS		78,444.00	87,012.32	78,893.44	8,118.88	90.67
Dept 266 - ATTORNEY						
101-266-803.000	LEGAL FEES	30,000.00	31,500.40	31,500.40	0.00	100.00
Total Dept 266 - ATTORNEY		30,000.00	31,500.40	31,500.40	0.00	100.00
Dept 267 - INSURANCES						
101-267-961.001	PROPERTY INSURANCE	1,348.00	1,348.00	1,278.00	70.00	94.81
101-267-961.002	ERRORS & OMISSIONS INSURANCE	8,165.00	8,165.00	7,939.00	226.00	97.23
101-267-961.003	GENERAL LIABILITY INSURANCE	3,560.00	3,560.00	3,285.00	275.00	92.28
101-267-961.004	PROPERTY INSURANCE-OPEN SPACES	1,103.00	1,103.00	1,016.00	87.00	92.11
101-267-961.005	EQUIPMENT INSURANCE	3,681.00	3,681.00	3,327.00	354.00	90.38
Total Dept 267 - INSURANCES		17,857.00	17,857.00	16,845.00	1,012.00	94.33
Dept 301 - POLICE						
101-301-802.000	LAW ENFORCEMENT	178,667.00	178,667.00	168,891.08	9,775.92	94.53
Total Dept 301 - POLICE		178,667.00	178,667.00	168,891.08	9,775.92	94.53
Dept 336 - FIRE						
101-336-802.001	FIRE PROTECTION - IND TWP	201,590.00	214,728.06	214,728.06	0.00	100.00
Total Dept 336 - FIRE		201,590.00	214,728.06	214,728.06	0.00	100.00
Dept 371 - BUILDING INSPECTION						
101-371-809.000	BLDG DEPT PROFESSIONAL FEES	30,000.00	30,000.00	30,000.00	0.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 06/30/2026

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Total Dept 371 - BUILDING INSPECTION		30,000.00	30,000.00	30,000.00	0.00	100.00
Dept 441 - DPW						
101-441-709.000	WAGES - DPW LEAVE & HOLIDAY PAY	4,400.00	8,066.24	8,066.24	0.00	100.00
101-441-709.001	WAGES - DPW TASTE OF CLARKSTON	1,540.00	1,590.12	1,590.12	0.00	100.00
101-441-709.002	WAGES - DPW ANGEL'S RUN	0.00	209.52	209.52	0.00	100.00
101-441-709.006	WAGES - DPW CONCERTS IN PARK	1,100.00	1,100.00	744.96	355.04	67.72
101-441-709.007	WAGES - DPW ART IN THE VILLAGE	825.00	825.00	628.56	196.44	76.19
101-441-709.008	WAGES - DPW PARADES	790.00	790.00	210.00	580.00	26.58
101-441-712.000	HEALTH INSURANCE	16,000.00	18,822.84	18,822.84	0.00	100.00
101-441-713.000	PHYSICAL EXPENSES	500.00	1,439.07	1,439.07	0.00	100.00
101-441-714.000	MERS - EMPLOYER MATCH	5,703.00	5,703.00	1,366.55	4,336.45	23.96
101-441-715.000	CITY FICA EXPENSE	662.00	875.87	875.87	0.00	100.00
101-441-719.000	CITY SUTA MESC EXPENSE	5.00	5.00	1.86	3.14	37.20
101-441-726.000	DPW SUPPLIES	2,000.00	2,439.71	2,439.71	0.00	100.00
101-441-850.000	TELEPHONE EXPENSE - DPW	1,011.00	1,011.00	900.00	111.00	89.02
101-441-932.001	EQUIPMENT MAINTENANCE	750.00	750.00	588.87	161.13	78.52
101-441-940.004	NEW LEASE SPACE	19,588.00	19,588.00	19,587.82	0.18	100.00
Total Dept 441 - DPW		54,874.00	63,215.37	57,471.99	5,743.38	90.91
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	WAGES - DPW MAINTENANCE-PICKUP TRUCK	2,200.00	2,200.00	2,011.84	188.16	91.45
101-446-704.002	WAGES - DPW MAINTENANCE-DUMP TRUCK	1,500.00	1,500.00	1,239.20	260.80	82.61
101-446-704.003	WAGES - DPW MAINTENANCE-LOADER	440.00	440.00	46.56	393.44	10.58
101-446-704.004	WAGES - DPW MAINTENANCE-TRACTOR	825.00	825.00	0.00	825.00	0.00
101-446-704.005	WAGES - DPW MAINTENANCE-SWEEPER	165.00	196.00	196.00	0.00	100.00
101-446-704.007	WAGES - DPW MAINTENANCE-LIFT	121.00	121.00	0.00	121.00	0.00
101-446-715.000	CITY FICA EXPENSE	402.00	402.00	267.27	134.73	66.49
101-446-719.000	CITY SUTA MESC EXPENSE	10.00	10.00	0.74	9.26	7.40
101-446-726.000	DPW EQUIPMENT	4,500.00	5,232.50	5,232.50	0.00	100.00
101-446-817.001	TREE TRIMMING & MAINTENANCE	2,500.00	7,970.00	7,970.00	0.00	100.00
101-446-860.001	MILEAGE/CONFERENCE/TRAINING	400.00	674.89	674.89	0.00	100.00
101-446-861.001	MATERIAL & OUTSIDE LABOR-PICKUP TRUCK	2,500.00	2,500.00	465.68	2,034.32	18.63
101-446-861.003	MATERIAL & OUTSIDE LABOR-LOADER	1,000.00	1,000.00	0.00	1,000.00	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	400.00	400.00	102.11	297.89	25.53
101-446-861.007	MATERIAL & OUTSIDE LABOR-DUMP TRUCK	1,400.00	1,400.00	135.42	1,264.58	9.67
101-446-862.000	FUEL & OIL FOR EQUIPMENT	6,000.00	6,000.00	3,083.39	2,916.61	51.39
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		24,713.00	31,221.39	21,425.60	9,795.79	68.62
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	20,646.00	22,738.47	22,738.47	0.00	100.00
Total Dept 448 - STREET LIGHTING		20,646.00	22,738.47	22,738.47	0.00	100.00
Dept 569 - WATERSHED COUNCIL						
101-569-956.002	CLINTON RIVER WATERSHED EXPENSES	1,000.00	1,554.00	1,554.00	0.00	100.00
Total Dept 569 - WATERSHED COUNCIL		1,000.00	1,554.00	1,554.00	0.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

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GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Dept 701 - PLANNING						
101-701-810.001	ENGINEERING SERVICES	7,500.00	9,233.28	9,233.28	0.00	100.00
101-701-811.000	PLANNER FEES	6,000.00	6,000.00	1,362.50	4,637.50	22.71
101-701-958.000	PLANNING COMMISSION	750.00	750.00	0.00	750.00	0.00
101-701-959.000	MAIN STREET CLARKSTON	1,000.00	1,000.00	400.00	600.00	40.00
Total Dept 701 - PLANNING		15,250.00	16,983.28	10,995.78	5,987.50	64.74
Dept 723 - HISTORIC DISTRICT						
101-723-958.000	HISTORIC DIST COMMISSION EXP	750.00	750.00	385.00	365.00	51.33
Total Dept 723 - HISTORIC DISTRICT		750.00	750.00	385.00	365.00	51.33
Dept 906 - DEBT SERVICE						
101-906-994.006	INTEREST EXPENSE - GF - CITY HALL	2,050.00	2,050.00	2,049.31	0.69	99.97
Total Dept 906 - DEBT SERVICE		2,050.00	2,050.00	2,049.31	0.69	99.97
TOTAL EXPENDITURES		927,341.00	996,025.46	947,245.05	48,780.41	95.10
Fund 101 - GENERAL:						
TOTAL REVENUES		931,668.00	931,668.00	924,998.77	6,669.23	99.28
TOTAL EXPENDITURES		927,341.00	996,025.46	947,245.05	48,780.41	95.10
NET OF REVENUES & EXPENDITURES		4,327.00	(64,357.46)	(22,246.28)	(42,111.18)	34.57

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 06/30/2026

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET						
Revenues						
Dept 000 - GENERAL						
202-000-574.000	STATE SHARED REVENUES	88,000.00	88,000.00	74,992.77	13,007.23	85.22
Total Dept 000 - GENERAL		88,000.00	88,000.00	74,992.77	13,007.23	85.22
TOTAL REVENUES		88,000.00	88,000.00	74,992.77	13,007.23	85.22
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARY - NON-WINTER MAINTENANCE	15,000.00	16,829.78	16,829.78	0.00	100.00
202-451-703.008	SALARY - NON-WINTER O/T MAINT	2,500.00	2,500.00	866.30	1,633.70	34.65
202-451-715.000	CITY FICA EXPENSE	1,339.00	1,353.76	1,353.76	0.00	100.00
202-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,840.00	1,840.00	540.45	1,299.55	29.37
202-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	0.00	400.00	0.00
202-451-776.000	CRACK FILL - MAJOR RD - NON-WINTER	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 451 - NON-WINTER		26,079.00	27,923.54	19,590.29	8,333.25	70.16
Dept 452 - TRAFFIC						
202-452-945.000	EQUIPMENT RENTAL	7,000.00	7,000.00	5,064.35	1,935.65	72.35
Total Dept 452 - TRAFFIC		7,000.00	7,000.00	5,064.35	1,935.65	72.35
Dept 453 - WINTER						
202-453-703.006	SALARY - WINTER MAINTENANCE	15,500.00	15,500.00	13,422.62	2,077.38	86.60
202-453-703.009	SALARY - WINTER MAINT O/T	7,000.00	7,000.00	4,829.28	2,170.72	68.99
202-453-715.000	CITY FICA EXPENSE	1,721.00	1,721.00	1,396.24	324.76	81.13
202-453-719.000	CITY SUTA MESC EXPENSE	50.00	50.00	6.64	43.36	13.28
202-453-726.002	SUPPLIES & MTLs - WINTER MAINT	600.00	600.00	438.90	161.10	73.15
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	1,400.00	1,400.00	1,142.99	257.01	81.64
202-453-778.001	SALT - WINTER MAINTENANCE	6,500.00	8,113.57	8,113.57	0.00	100.00
202-453-945.001	EQUIPMENT RENTAL - WINTER	9,000.00	17,019.86	17,019.86	0.00	100.00
Total Dept 453 - WINTER		41,971.00	51,604.43	46,370.10	5,234.33	89.86
Dept 701 - PLANNING						
202-701-810.001	ENGINEERING SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
Total Dept 701 - PLANNING		2,000.00	2,000.00	0.00	2,000.00	0.00
Dept 999 - TRANSFERS OUT						
202-999-995.203	TRANSFER OUT TO LOCAL STREETS	10,000.00	10,000.00	0.00	10,000.00	0.00
Total Dept 999 - TRANSFERS OUT		10,000.00	10,000.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES		87,050.00	98,527.97	71,024.74	27,503.23	72.09

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 06/30/2026

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET						
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		88,000.00	88,000.00	74,992.77	13,007.23	85.22
TOTAL EXPENDITURES		87,050.00	98,527.97	71,024.74	27,503.23	72.09
NET OF REVENUES & EXPENDITURES		950.00	(10,527.97)	3,968.03	(14,496.00)	37.69

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 PERIOD ENDING 06/30/2026

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET						
Revenues						
Dept 000 - GENERAL						
203-000-574.000	STATE SHARED REVENUES	31,000.00	31,000.00	26,095.41	4,904.59	84.18
203-000-699.202	TRANSFER IN FROM MAJOR ROAD FUND	10,000.00	10,000.00	0.00	10,000.00	0.00
203-000-699.390	TRANSFER IN FROM FUND BALANCE	100,000.00	100,000.00	0.00	100,000.00	0.00
Total Dept 000 - GENERAL		141,000.00	141,000.00	26,095.41	114,904.59	18.51
TOTAL REVENUES		141,000.00	141,000.00	26,095.41	114,904.59	18.51
Expenditures						
Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)						
203-449-971.000	STREET CONSTRUCTION	100,000.00	100,000.00	20,937.49	79,062.51	20.94
Total Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)		100,000.00	100,000.00	20,937.49	79,062.51	20.94
Dept 451 - NON-WINTER						
203-451-703.005	SALARY - NON-WINTER MAINTENANCE	6,000.00	6,224.78	6,224.78	0.00	100.00
203-451-703.008	SALARY - NON-WINTER O/T MAINT	1,000.00	1,000.00	320.38	679.62	32.04
203-451-715.000	CITY FICA EXPENSE	536.00	536.00	500.72	35.28	93.42
203-451-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	0.00	25.00	0.00
203-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,000.00	1,703.40	1,703.40	0.00	100.00
203-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	0.00	400.00	0.00
203-451-776.001	LOCAL CRACK FILL	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 451 - NON-WINTER		13,961.00	14,889.18	8,749.28	6,139.90	58.76
Dept 452 - TRAFFIC						
203-452-945.000	EQUIPMENT RENTAL	5,000.00	5,000.00	2,302.16	2,697.84	46.04
Total Dept 452 - TRAFFIC		5,000.00	5,000.00	2,302.16	2,697.84	46.04
Dept 453 - WINTER						
203-453-703.006	SALARY - WINTER MAINTENANCE	6,100.00	6,100.00	4,964.58	1,135.42	81.39
203-453-703.009	SALARY - WINTER MAINT O/T	3,000.00	3,000.00	1,786.20	1,213.80	59.54
203-453-715.000	CITY FICA EXPENSE	696.00	696.00	516.47	179.53	74.21
203-453-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	2.48	22.52	9.92
203-453-726.002	SUPPLIES & MTLs - WINTER MAINT	400.00	400.00	362.99	37.01	90.75
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	520.36	229.64	69.38
203-453-778.001	SALT - WINTER MAINTENANCE	2,750.00	3,000.90	3,000.90	0.00	100.00
203-453-945.001	EQUIPMENT RENTAL - WINTER	6,500.00	16,199.52	16,199.52	0.00	100.00
203-453-955.001	MISC EXPENSE - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
Total Dept 453 - WINTER		20,421.00	30,371.42	27,353.50	3,017.92	90.06
Dept 701 - PLANNING						
203-701-810.001	ENGINEERING SERVICES	1,000.00	1,000.00	0.00	1,000.00	0.00
Total Dept 701 - PLANNING		1,000.00	1,000.00	0.00	1,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

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GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET Expenditures						
TOTAL EXPENDITURES		140,382.00	151,260.60	59,342.43	91,918.17	39.23
Fund 203 - LOCAL STREET:						
TOTAL REVENUES		141,000.00	141,000.00	26,095.41	114,904.59	18.51
TOTAL EXPENDITURES		140,382.00	151,260.60	59,342.43	91,918.17	39.23
NET OF REVENUES & EXPENDITURES		618.00	(10,260.60)	(33,247.02)	22,986.42	324.03

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

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GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 231 - PARKING METER FUND						
Revenues						
Dept 000 - GENERAL						
231-000-643.000	EV CHARGING STATIONS	175.00	175.00	368.35	(193.35)	210.49
231-000-652.000	PARKING KIOSK FEES	90,000.00	90,000.00	103,557.75	(13,557.75)	115.06
231-000-657.000	PARKING CITATIONS	4,800.00	4,800.00	3,995.00	805.00	83.23
231-000-699.390	TRANSFER IN FROM FUND BALANCE	70,000.00	70,000.00	0.00	70,000.00	0.00
Total Dept 000 - GENERAL		164,975.00	164,975.00	107,921.10	57,053.90	65.42
TOTAL REVENUES		164,975.00	164,975.00	107,921.10	57,053.90	65.42
Expenditures						
Dept 172 - ADMINISTRATION						
231-172-704.000	WAGES - ENFORCEMENT OFFICER	16,000.00	16,000.00	13,674.00	2,326.00	85.46
231-172-715.000	CITY FICA EXPENSE	1,224.00	1,224.00	1,046.06	177.94	85.46
231-172-719.000	CITY SUTA MESC EXPENSE	20.00	20.00	7.13	12.87	35.65
231-172-726.006	PARKING KIOSK SUPPLIES	1,500.00	1,500.00	617.80	882.20	41.19
231-172-760.000	PHONE EQUIPMENT	1,600.00	1,600.00	956.96	643.04	59.81
231-172-955.000	MISC EXPENSE	14,000.00	14,000.00	18,396.50	(4,396.50)	131.40
231-172-960.000	BANK FEES	8,500.00	8,500.00	7,871.87	628.13	92.61
Total Dept 172 - ADMINISTRATION		42,844.00	42,844.00	42,570.32	273.68	99.36
Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)						
231-449-809.001	STREET PRESERVATION	0.00	0.00	11,835.00	(11,835.00)	100.00
231-449-971.000	STREET CONSTRUCTION	70,000.00	70,000.00	0.00	70,000.00	0.00
Total Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)		70,000.00	70,000.00	11,835.00	58,165.00	16.91
TOTAL EXPENDITURES		112,844.00	112,844.00	54,405.32	58,438.68	48.21
Fund 231 - PARKING METER FUND:						
TOTAL REVENUES		164,975.00	164,975.00	107,921.10	57,053.90	65.42
TOTAL EXPENDITURES		112,844.00	112,844.00	54,405.32	58,438.68	48.21
NET OF REVENUES & EXPENDITURES		52,131.00	52,131.00	53,515.78	(1,384.78)	102.66

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 PERIOD ENDING 06/30/2026

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET	YTD BALANCE 06/30/2026	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-699.101	TRANSFER IN FROM GENERAL FUND	83,200.00	83,200.00	0.00	83,200.00	0.00
Total Dept 000 - GENERAL		83,200.00	83,200.00	0.00	83,200.00	0.00
TOTAL REVENUES		83,200.00	83,200.00	0.00	83,200.00	0.00
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
401-265-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	3,500.00	3,500.00	2,500.00	1,000.00	71.43
Total Dept 265 - BUILDING AND GROUNDS		3,500.00	3,500.00	2,500.00	1,000.00	71.43
Dept 446 - HIGHWAY, STREETS, BRIDGES						
401-446-817.000	TREE PLANTING	5,000.00	6,121.84	6,121.84	0.00	100.00
401-446-819.000	STREET SIGNS & POSTS	1,000.00	2,722.47	2,722.47	0.00	100.00
401-446-930.007	SAFETY CROSSWALK PAINT/TAPE	5,200.00	5,200.00	0.00	5,200.00	0.00
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		11,200.00	14,044.31	8,844.31	5,200.00	62.97
Dept 901 - CAPITAL OUTLAY						
401-901-726.000	OFFICE FURNITURE	1,000.00	1,000.00	0.00	1,000.00	0.00
401-901-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	60,000.00	60,000.00	12,090.00	47,910.00	20.15
401-901-930.014	SECURITY SYSTEMS AND CAMERA	5,000.00	5,000.00	0.00	5,000.00	0.00
401-901-930.015	ELECTRONIC SPEED CONTROL & MAINT.	2,500.00	2,500.00	0.00	2,500.00	0.00
Total Dept 901 - CAPITAL OUTLAY		68,500.00	68,500.00	12,090.00	56,410.00	17.65
TOTAL EXPENDITURES		83,200.00	86,044.31	23,434.31	62,610.00	27.24
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		83,200.00	83,200.00	0.00	83,200.00	0.00
TOTAL EXPENDITURES		83,200.00	86,044.31	23,434.31	62,610.00	27.24
NET OF REVENUES & EXPENDITURES		0.00	(2,844.31)	(23,434.31)	20,590.00	823.90
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		1,408,843.00	1,408,843.00	1,134,008.05	274,834.95	80.49
TOTAL EXPENDITURES - ALL FUNDS		1,350,817.00	1,444,702.34	1,155,451.85	289,250.49	79.98
NET OF REVENUES & EXPENDITURES		58,026.00	(35,859.34)	(21,443.80)	(14,415.54)	59.80

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

July 10, 2026

City of the Village of Clarkston
Attn: Jonathan Smith, City Manager
375 Depot Road
Clarkston, MI 48346

Invoice # 1086056

In Reference To: Richard Bisio vs. Village of Clarkston (2nd Suit)
Oakland County Circuit Court Case No. 25-214780-AA

Professional Services Rendered Through June 30, 2026

	<u>Hrs/Rate</u>	<u>Amount</u>	
6/2/2026 KBK Multiple correspondence with Court Clerk and counsel regarding adjournment of status conference	0.20 150.00/hr	30.00	✓
6/4/2026 KBK Receipt/review of Notice of Adjournment of Status Conference	0.10 150.00/hr	15.00	✓
6/9/2026 KBK Receipt/review of Notice of to Appear for Conference with Court	0.10 150.00/hr	15.00	✓
For professional services rendered	0.40	\$60.00	

RECEIVED
JUL 13 2026

BY:

Rosati, Schultz, Joppich & Amtsbuechler, P.C.

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

July 10, 2026

City of the Village of Clarkston
Attn: Jonathan Smith, City Manager
375 Depot Road
Clarkston, MI 48346

Invoice # 1086057

In Reference To: City of the Village of Clarkston Prosecutions

Professional Services Rendered Through June 30, 2026

		<u>Hrs/Rate</u>	<u>Amount</u>	
6/17/2026	KBK	Receipt/review of Judge Fabrizio's prosecution docket for July 1, 2026	0.10 150.00/hr	15.00 ✓
6/29/2026	KBK	Telephone conference with victim regarding <i>People v Krall</i>	0.20 150.00/hr	30.00 ✓
6/30/2026	KBK	Telephone conference with defense counsel regarding <i>People v Krall</i>	0.10 150.00/hr	15.00 ✓
	KBK	Receipt/review of information from victim regarding <i>People v Krall</i> ; Telephone conference with victim in preparation for pre-trial hearing	0.70 150.00/hr	105.00 ✓
For professional services rendered			1.10	\$165.00

RECEIVED
JUL 13 2026

BY:

Rosati, Schultz, Joppich & Amtsbuechler, P.C.



Proclamation Honoring Nancy Moon

for her dedication and exemplary work on the Historic District Resurvey Project

WHEREAS, resident Nancy Moon graciously volunteered to lead the massive effort of researching and re-documenting every home and property in the City's Historic District, assisted by fellow volunteers Michael Moon, Cara Catallo, Kevin Knapp, and Carole Sawyer; and

WHEREAS, Nancy played a vital role in guiding the City and the Historic District through the many challenging steps to complete the documentation required by the State Historic Preservation Office (SHPO); and

WHEREAS, in addition to producing updated and comprehensive documentation for every resource in the district, the resurvey project enabled an extension of the Period of Significance from 1930 to 1970, thereby making 19 additional properties eligible for State Historic Tax Credits; and

WHEREAS, as a result of Nancy's drive to complete this five-year project, the State Historic Preservation Office (SHPO) awarded the City and the Resurvey Committee the 2026 Governor's Award for Historic Preservation, culminating in an award presentation from Michigan Governor Gretchen Whitmer at the State Capitol; and

WHEREAS, the City of the Village of Clarkston wishes to express its heartfelt appreciation for Nancy Moon's leadership and volunteer service that will benefit the City and its Historic District for many years to come.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Sue Wylie, Mayor of the City of the Village of Clarkston, on behalf of the City Council and the residents of the City, do hereby recognize and honor

Nancy Moon

for her exemplary service on the Historic District Resurvey Project and extend our deepest gratitude and thanks.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of the Village of Clarkston to be affixed this 13th day of July, 2026.

Sue Wylie, Mayor
City of the Village of Clarkston

Clarkston Historic District Summary of CoAs for 2026

Date	Address	Photo	Applicant	Project	Document
2/28/2026	38 North Holcomb Road		Bob & Leigh Sowles	Remove existing garage & construct new 2 car 1 1/2 level garage	CoA
3/13/2026	8 East Washington Street		William Basinger	Remove & replace roof shingles	CoA
4/17/2026	38 North Holcomb Road		Bob & Leigh Sowles	Amend CoA 2/28/2026 due to Detached Building Ordinance	CoA

Clarkston Historic District Summary of CoAs for 2026

Date	Address	Photo	Applicant	Project	Document
4/17/2026	38 North Holcomb Road		Bob & Leigh Sowles	Remove & repalce non-original double hung windows	CoA
5/13/2026	24 South Holcomb Road		Katie Lalone	Remove old roofing; replace with new	CoA
6/2/2026	49 South Main Street		James & Katherine Wilhelmsen	Remove old roofing; replace with new	MoAA



Harris champions Clarkston pedestrian safety funding in state budget

RELEASE|July 13, 2026

Contact: [Mike Harris](#)

State Rep. [Mike Harris](#) this month secured \$834,400 through the state budget for pedestrian safety infrastructure in Clarkston. The state funding will support construction projects to make the community more walkable and accessible.

"This state investment will support a Clarkston community that is actively trying to improve local infrastructure for residents and visitors," said Harris, R-Waterford. "I'm proud to help any community with the insight to look inward, identify areas of improvement, and explore ways to make those changes. This project will greatly improve Clarkston by addressing aging infrastructure that is difficult to navigate. Our communities should be safe and walkable, and I'm glad we can help Clarkston make that happen."

The project includes construction of new sidewalks, curbing, and driveways in the downtown blocks. The upgrades will prioritize safety and walkability in the downtown area, ensuring all improvements are compliant with the Americans with Disabilities Act. City officials have said existing sidewalks and driveways are badly deteriorated, sloping, and riddled with trip hazards.

"The City of the Village of Clarkston is sincerely grateful to Representative Mike Harris and the State of Michigan for funding our 2027 LDSI project to repair and replace downtown sidewalks and driveway aprons that have deteriorated over time, creating trip hazards and areas that do not meet ADA accessibility standards," said Clarkston City Manager Jonathan Smith. "This significant infrastructure project would simply not have been possible within the constraints of our regular municipal budget. We greatly appreciate this investment in the safety, accessibility, and vitality of our downtown for residents and visitors alike."

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City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - MAMC Professional Development Training August 2026

WHEREAS, in the June 8, 2026 City Council meeting, Council requested that going forward Council approval be obtained prior to scheduling or attending training sessions and conferences by any representatives of the City, and;

WHEREAS, the Michigan Association of Municipal Clerks will be holding a Professional Development Training conference August 10-12, 2026 in Mt. Pleasant, MI, and;

WHEREAS, a flyer for the conference, including an agenda, is attached, and;

WHEREAS, The City has received a mini-grant to cover the \$395 registration cost, leaving just the \$105.00/night lodging cost (x 2 nights), for a total estimated cost of \$210.00, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes the City Clerk to register for and attend the Clerk's Professional Development Training Conference at a total estimated cost of \$210.00 to be funded by the Clerk Dues & Conferences budget (101-215-958.000).

Resolved by _____ and supported by _____.

Avery	Casey	Forte	Jones	Quisenberry	Rodgers	Wylie	Totals
☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes
☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No
☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain
☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

July 27, 2026

Date

Over

Requirements for MiPMC Advanced Certification Applicants	
MAMC Summer Conference (Wed-Thur-Fri)	6 (2 points per day)
MAMC Master Academy (3-days)	6 (2 points per day)
Free Education Day	2
2-Day Clerking 101 Bootcamp @ Summer Conference (Mon & Tues)	4 (2 points per day)
Preconference Masters @ Summer Conference (Tues)	2
Miscellaneous Coursework*	6 Points max for Level Two 20 Points max for Levels Three and Higher <i>Note: any or all of the points allowed under this category can be either in-person or on-line training</i>
6 hrs. (or 1 day) = 2 points 3 hrs. (or 1/2 day) = 1 point	
Teaching class/speaking at MAMC or other Association events associated with the Clerk profession	1 point per class taught or per speaking event
Serving as an Officer of an Association relative to the Clerk profession	1 point per year served as an Officer of an Association relative to the Clerk profession

*Coursework completed through the following organizations are pre-qualified under **Miscellaneous Coursework**: The State of Michigan Bureau of Elections, Michigan Townships Association, Michigan Municipal League, Michigan Government Finance Officers Association, International Institute of Municipal Clerks, Michigan Municipal Treasurer's Association, National Association of Government Archives and Records Administrators, Association of Records Administrators, Federal Emergency Management Association, ed2go Educational Learning, Certified Election Administrator-Election Center (CERA) and Election Administrator Certification-Oakland University. Coursework pertaining to the following is also approved: FOIA, Labor Law, Planning, and hours serving as a trainer.

The Director of Membership/MiPMC will review applications that include Miscellaneous Coursework completed through an organization that has not been pre-qualified. A transcript must be provided for a college class completed through an accredited college or university, and the class must be related to the Clerk's profession.

Please refer to MAMC Standing Rules and Educational Guidelines for additional information.

COST:

The application fee for MiPMC Level Two and beyond is \$50. Qualified applicants will receive a certificate.

NOTIFICATION:

MAMC wants to boast about your accomplishment!

Council/Trustees	_____
	Name/Title/Address
Manager/Supervisor	_____
	Name/Title/Address
Media	_____
	Name/Address

Note: Complete mailing information is required for notifications. Remember to include full name, title if applicable, and mailing address. I hereby submit my completed application for MiPMC Advanced Certification and attest that the preceding statements and supporting documents are true and accurate to the best of my knowledge. If evidence to the contrary is discovered, I understand that the certification may be rescinded.

Applicant Signature/Title	_____
	Date

Checklist for submission:

- ☐ Completed, signed application
- ☐ Copies of certificates verifying course work or program completed
- ☐ \$50 application fee

Checks are payable to MAMC or pay on-line via credit card at www.michiganclerks.org.

Mail application to:
MAMC
120 N. Washington Square, Suite 110A
Lansing, MI 48933

Questions:
Email: info@michiganclerks.org

(517) 372-MAMC

Administrative Support

Professional Development Training

August 10 - 12, 2026

Comfort Inn & Suites Hotel & Conference Center | Mt. Pleasant, MI

HIGHLIGHTS INCLUDE

- Trends Impacting Admins
- Managing Gossip in the Workplace
- You Are What You Bring to the Job
- De-Escalation Problematic Interactions
- Accountability - Up, Down And Sideways

About the Package >>>

Cost: \$395 Per Person

- Dynamic Sessions and class materials
- Meals:
Monday - Lunch, Break Snacks, Reception
Tuesday - Full Breakfast, Break Snacks, Lunch
Wednesday - Full Breakfast

About Lodging >>>

Lodging Cost: \$104 Per Night (Plus Applicable Fees)

- Call 989-772-4000 for reservations
Indicate you are attending the Bender Admin Training for the special rate.

Additional Information >>>

- Registration deadline is July 27, 2026
- Cancellation
Cancellation requests received after July 27, or no shows, will be charged the full registration fee and are not entitled to any refund.

GETTING STARTED

Online Registration
Click Button Below to register

REGISTER HERE

Hotel Reservations
Click Button Below to make reservations

RESERVE HERE

Online Payment
Click Button Below to pay online for training

PAY HERE

Administrative Support

Professional Development Training

August 10 - 12, 2026

Comfort Inn & Suites Hotel & Conference Center | Mt. Pleasant, MI

Monday, August 10, 2026

10:00 am - 10:30 am

Registration

Conference Center

10:30 am - Noon

Orientation and Opening Session: Trends Impacting Admins

We'll begin with a discussion about societal trends, their impact on the workplace, and what this means for the role of Admins.

Lewis Bender, Ph.D.
Bender & Associates

12:00 pm - 1:00 pm

Lunch Provided

1:00 pm - 4:30 pm

Managing Gossip in the Workplace

During this session, you will learn methods to harness the beneficial aspects of gossip while mitigating its adverse effects. Additionally, you will develop strategies for addressing gossip both in your personal life and at work.

Lewis Bender, Ph.D.
Bender & Associates

4:30 - 5:00 pm

Hotel Check-In

5:00 - 6:00 pm

Reception & Cash Bar

Tuesday, August 11, 2026

7:00 am

Breakfast

Conference Center

8:00 am - Noon

Mastering the Art of De-Escalation & Strategies for Conflict Resolution

This course uses Law Enforcement Active De-Escalation Strategies, hands-on training that for handling tough situations and communicate more effectively.

The skills you learn also come in handy for office jobs, where good communication and keeping cool under pressure help everyone work together and keep the vibe professional.

Chief Brent Pirochta
City of Brighton Police Department

Noon - 1:00 pm

Lunch Provided

1:00 PM - 4:00 PM

You Are What You Bring to the Job

A practical, interactive session for administrative professionals to build resilience, manage challenging situations, and develop skills for success and well-being at work and beyond.

Christal L. Eason, LMSW
Owner, CLE Strategic Solutions

LaShone Bedford
Process & Strategic Planning Administrator
Great Lakes Water Authority

Wednesday, August 12, 2026

7:00 am

Breakfast

Conference Center

8:00 am - Noon

Admin Professionals & Accountability: Influencing Up, Down, and Sideways

Administrative Professionals are the backbone of organizational accountability. This course explores how Admins drive a culture of responsibility and transparency at every level—supporting leaders ("up"), empowering peers ("sideways"), and guiding teams ("down").

Participants will learn how Admins:

Model Accountability: Set an example of reliability and integrity.

Facilitate Communication: Keep information clear between teams and leaders.

Support Decision-Making: Share timely, organized data for informed choices.

Encourage Ownership: Empower team members to own their work.

Bridge Gaps: Connect people across functions to align with goals.

Lewis Bender, Ph.D.
Bender & Associates

Certificates of completion will be awarded at the conclusion of the last session.

The Stadium Room and fire pit area are conveniently situated near the hotel lobby. They will be available each evening for our group to socialize. You are welcome to bring snacks and beverages to enjoy in this space. Additionally, feel free to bring along cards or games for group activities.



City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Sewage Disposal Rate Increase

WHEREAS, the Great Lakes Water Authority (GLWA) and the Oakland County Water Resource Commissioners Office (WRC) recently announced an immediate increase in sewage disposal fees, representing a 12.2% year-over-year increase, and;

WHEREAS, as a result of this change, it will be necessary for the City to increase the sewage disposal fees charged to City residents from \$128.00 per Residential Equivalent Unit (REU) to \$143.00 effective the November 1, 2026 billing cycle, and;

WHEREAS, it is noted that the current special assessment add-on for the East Alley Sewer Main repair (eight quarterly payments of \$44.00/REU) will continue through the May 1, 2027 billing cycle, and;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of the Village of Clarkston hereby authorizes the City Treasurer to implement a new sewer billing rate of \$143.00 per quarter per REU effective November 1, 2026.

Avery	Casey	Forte	Jones	Quisenberry	Rodgers	Wylie	Totals
☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes
☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No
☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain
☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

July 27, 2026

Date

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Oakland County Interlocal Agreement for IT Services

WHEREAS, for several years the City of the Village of Clarkston has partnered with Oakland County's Information Technology (IT) Services for purposes of accepting online payments, and;

WHEREAS, attached is an updated 5-year agreement from the County needed to continue the online payments, and;

WHEREAS, all fees for use of the online payment system are paid for by the end-user, not the City, and;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of the Village of Clarkston hereby authorizes the City Manager to renew the attached Interlocal Agreement with Oakland County to enable the continued acceptance of online payments.

Avery	Casey	Forte	Jones	Quisenberry	Rodgers	Wylie	Totals
☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes
☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No
☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain
☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

July 27, 2026

Date

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

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of the Village 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's 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-terrorism act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of the Village 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. **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.
- 1.9.8. **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.
- 1.9.9. **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.
- 1.9.10. **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).
- 1.10. **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: Data Center Use and Services
 - Exhibit VII: Oaknet Connectivity
 - Exhibit VIII: Internet Service
 - Exhibit IX: ArcGIS Online
 - ☒ Exhibit X: Data Sharing

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 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 Points of Contact and information in the table below can be modified unilaterally by the County without executing an amendment to this Agreement in accordance with Section 4. In such cases, the County must provide written notice to the Public Body of any modifications. 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 for providing all initial data identified in the attached Exhibits in a format acceptable to County. 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 to 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 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 Chief Information Officer and Public Body's Agreement Administrator for possible resolution. County's Chief Information Officer 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 Chief Information Officer.

12. **SUSPENSION OF SERVICES.** County, through its Chief Information Officer, 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: Chief Information Officer, 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: Gregory T. Cote, coteg@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 the Village 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 card (credit and debit) payments, certain digital wallets (eWallets) selected by County, and/or electronic check payments online, collectively referred to as the "payment methods".

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 the payment methods, utilizing the Internet. County may use vendor(s) to perform the services that County will provide to Public Body.
- 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 website 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 Payment Processing Service Fee (the "Fee") charged to the general public shall be an amount established 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 and/or County's vendor(s), as described in the Agreement.

4.0 SERVICE ACCESS AND REQUIREMENTS

EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

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.
- 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 the Fee to use this I.T. Service. County will use the Fee(s) to recover costs associated with this I.T. Service.
- 4.2.2 The person making the payment will authorize one transaction. The funds received for the payment of monies owed to Public Body will be deposited into an account owned by the Public Body. The funds received from the Fee will be deposited into an account owned by County.

5.0 SERVICE COSTS

Public Body does not have to pay the County for this I.T. Service.

6.0 PROVISION AND MAINTENANCE OF DATA

- 6.1 Public Body must use the same payment method 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.
- 6.2 Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

7.0 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 accept card (credit and debit) payments, certain digital wallets (eWallets) selected by County, electronic check payments online and via telephone, and payment at certain private retailers selected by County, collectively referred to as the “payment methods”.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County and/or County’s vendors 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 website where Public Body can issue credits as required and can view daily, weekly, and monthly transaction activity of payments.
- 1.6 The Payment Processing Service Fee (the “Fee”) charged to the general public shall be an amount established 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 and/or County’s vendor(s) 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 the Fee to use this I.T. Service. County will use the Fee(s) to recover costs associated with this I.T. Service.
- 4.2.2 The person making the payment will authorize one transaction. The funds received for the payment of monies owed to Public Body will be deposited into an account owned by the Public Body. The funds received from the Fee will be deposited into an account owned by County.

5.0 SERVICE COSTS

Public Body does not have to pay the County for this I.T. Service.

6.0 PROVISION AND MAINTENANCE OF DATA

- 6.1 Public Body must use the same payment method 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.
- 6.2 Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement

7.0 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 X
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.

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- 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

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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)

(Address continued)

Date: _____

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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.