



COHOCTAH TOWNSHIP BOARD MEETING

July 13, 2023 at 7:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 546-0655, or mail: 10518 N Antcliff Rd Fowlerville MI 48836.

AGENDA

CALL TO ORDER

AGENDA APPROVAL

CONSENT AGENDA

- [1.](#) Minutes 06-08-2023
- [2.](#) Treasurer's Report
- [3.](#) Expenditures

CALL TO THE PUBLIC

UNFINISHED BUSINESS

Road Commission

Howell Fire Authority

Hall

- [4.](#) Hire handyman

Cemetery

Parks and Recreation

5. Parade Update

NEW BUSINESS

- [6.](#) Sheriff Contract
- [7.](#) Renew Assessing Contract
- [8.](#) EI-ISAC Election Security Contract
- [9.](#) Trash Service
- [10.](#) General Ordinance Online Hosting Agreement

REPORTS

Zoning Board of Appeals

Planning Commission

Violations and Complaints

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - AUGUST 10, 2023

ADJOURN



COHOCTAH TOWNSHIP BOARD MEETING

June 08, 2023 at 7:00 PM

Township Hall | Fowlerville, Michigan

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MINUTES

CALL TO ORDER

The meeting was called to order at 7:00pm.

PRESENT: Barb Fear, Phil Charette, Mark Fosdick, Tami Bock, Mark Torigian and Zoning Administrator Fred Buckner.

AGENDA APPROVAL

Motion made by Torigian, Seconded by Charette to approve the agenda as presented. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

CONSENT AGENDA

1. Minutes 05-11-2023
2. Minutes Special Meeting 05-18-2023
3. Treasurer's Report
4. Expenditures

Motion made by Torigian, Seconded by Bock to approve the Consent Agenda as presented. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

CALL TO THE PUBLIC

Call to the public received.

UNFINISHED BUSINESS

Road Commission

Verbal report received.

Howell Fire Authority

Verbal report received.

Hall

Verbal report received.

5. Deck Painting Quote

Motion made by Torigian, Seconded by Fear to accept the bid from Trent's Painting for painting of the deck in the amount of \$1800.00.

Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Cemetery

6. Cemetery Fees

Motion made by Torigian, Seconded by Bock to approve the cemetery fees as presented. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

Parks and Recreation

Verbal report received.

NEW BUSINESS

7. Audit Procedures for Property Exemptions Policy

Motion made by Torigian, Seconded by Charette to adopt the Resolution and Policy for the Audit Procedures regarding Granting or Removal of Real Property Exemptions with the change in paragraph 8 from four elements to three elements. Roll Call Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

8. Personal Property Canvas Policy

Motion made by Torigian, Seconded by Bock to adopt the Resolution and Policy for the Canvass of Personal Property. Roll Call Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

REPORTS

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Zoning Board of Appeals

Verbal report received.

Planning Commission

Verbal report received.

Violations and Complaints

Verbal report received.

CALL TO THE PUBLIC

Public comment received.

NEXT REGULAR MEETING DATE - JULY 13, 2023

ADJOURN

There being no further business, the meeting was adjourned at 7:49pm.

TAMI BOCK			
COHOCTAH TOWNSHIP TREASURER			
6153 BYRON ROAD			
HOWELL MI 48855			
517-546-2510			
			Jun 2023
RECEIPTS			
	LOCAL COMM STAB	\$	1,230.83
	PARK RIDER FEES	\$	263.00
	INTEREST	\$	7.01
	TRASH PICK UP	\$	118,915.00
	PAR PLAN	\$	177.50
	LAND USE	\$	100.00
	PADNOS PAYOUT	\$	1,187.87
	BURIAL	\$	942.40
	METRO FEES	\$	640.23
	RECEIPTS TOTAL	\$	123,463.84
	CASH ACCOUNT ENDING BALANCE	\$	594,041.30
	THE STATE BANK	\$	199,985.00
	FLAGSTAR CD	\$	112,731.87
	PNC BANK	\$	115,017.03
	HUNTINGTON CD	\$	169,463.92
	GENERAL FUND BALANCE	\$	1,191,239.12
	TRUST AND AGENCY BALANCE	\$	7,050.00
	CAPITAL IMPROVEMENT FUND	\$	222,609.08
	ROAD FUND ENDING BALANCE	\$	169,727.06
	ARPA FUND	\$	75,749.69

EXPENDITURES - JULY 2023			
BERG ASSESSING		\$	3,450.00
VERIZON WIRELESS		\$	233.67
SURF INTERNET		\$	85.00
GRANGER		\$	23,387.66
CONSUMERS ENERGY		\$	541.31
CHASE CREDIT CARD		\$	1,638.22
ECONOPRINT		\$	1,395.56
THE GROUNDS CREW		\$	3,150.00
FOSTER SWIFT		\$	4,500.70
LIVINGSTON CTY PRESS		\$	140.00
HARTMAN SEPTIC		\$	250.00
FOWLerville SCHOOLS		\$	4,020.55
FOWLerville NEWS & VIEWS		\$	70.00
COOPER & RIESTERER PLC		\$	795.00
CARLISLE/WORTMAN		\$	45.00
LIV COUNTY MUNICIPAL CLERKS		\$	100.00
THE TORCH		\$	157.19
KARI SHADRICK		\$	100.00
DAN SPENCER		\$	350.00
MOBILE RHYTHM DJ		\$	425.00
NEIL WOODWARD		\$	250.00
J BLACK		\$	58.27
K THURNER		\$	8.59
L DAVENPORT		\$	7.21
T BOCK		\$	31.44
A HODGE		\$	33.90
B FEAR		\$	55.00
D BURDEN		\$	115.28
SUB TOTAL		\$	45,394.55
T BOCK		\$	1,961.05
D BURDEN		\$	274.03
A HODGE		\$	741.72
K THURNER		\$	-
			\$ 138.52
M FOSDICK		\$	1,536.54
F BUCKNER		\$	646.45
J BLACK		\$	154.52
S BRONSBURG		\$	143.05
L DAVENPORT		\$	138.52
B FEAR		\$	1,604.86
T LITZ		\$	295.52
MERS		\$	1,069.68
W/H		\$	2,271.91
BENEPAY		\$	65.56
SUB TOTAL		\$	10,903.41
TOTAL GENERAL FND		\$	56,297.96
LIVINGSTON CTY ROAD COMM		\$	77,232.15
CHLORIDE SOLUTIONS		\$	22,263.16
ROAD FUND		\$	99,495.31
TOTAL EXPENDITURES		\$	155,793.27

Lyle Davenport

6270 Byron Road
Howell, MI 48855

907.841.4780

davenportlyle@yahoo.com

EDUCATION —

Howell High School
Howell, MI

Various Trade Schools

CERTIFICATION —

- Class B Commercial Driver's License (CDL)

- NSTC Current

EXPERIENCE —

- 40+ years of heavy and light mechanic experience

- 40+ years repair person experience: including plumbing and electrical; built family home and steel building in AK

- Welding

- Operate heavy equipment

EMPLOYMENT

May 2022-November 2022

Maintenance Technician • Burkhart Ridge, Howell, MI

Part-time/seasonal: Mowing grounds, repair/maintain vehicles, and equipment.

August 2018-September 2019

Heavy Equipment Mechanic • Worley Parsons, Prudhoe Bay, AK

August 2017-August 2018

Heavy Equipment Mechanic • Jacobs Engineering, Prudhoe Bay, AK

June 2007-August 2017

Heavy Equipment Mechanic • Ch2MHill, Prudhoe Bay, AK

July 2006-June 2007

Heavy Equipment Mechanic • Veco Construction, Prudhoe Bay, AK

June 2003-July 2006

Heavy Equipment Mechanic • Conam Construction, Prudhoe Bay, AK

February 1998-June 2003

Heavy Equipment Mechanic • Peak Oilfield Service, Prudhoe Bay, AK

REFERENCES

Glenn Showalter
Safety Manager
907.399.3616

Kevin Fields
Worley Parsons Project Mgr.
907.659.5235

Pat Harrison
Kiewit Const. Project Mgr.
907.350.9991

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into on August 1, 2023 by and between the COUNTY OF LIVINGSTON, State of Michigan (hereinafter referred to as the "COUNTY"), and LIVINGSTON COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and Cohoctah Township (hereinafter referred to as "Cohoctah Twp").

WITNESSETH:

For and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **Services to be Performed by SHERIFF.** The SHERIFF shall furnish police services as set forth in the attached Appendix A.
2. **Agreement Period.** This Agreement shall commence upon August 1, 2023, and shall continue until December 31, 2023, at which time it shall terminate. A one-year extension, January 1, 2024 through December 31, 2024, may be enacted if mutually agreed upon by all parties.
3. **Insurance.** The COHOCTAH TWP shall be responsible for obtaining and maintaining its own property and liability insurance.
4. **Compensation.** The COHOCTAH TWP shall pay the COUNTY the sum of SIXTY-FIVE DOLLARS AND 0 CENTS (\$65.00) per hour per Sheriff Deputy performing services under this Agreement. COHOCTAH TWP will be invoiced monthly for the duration of the contract and will be pro-rated if partial month.
5. **Location Where Compensation is to be Paid.** The COHOCTAH TWP shall remit all payments to the Livingston County Sheriff's Office, 150 S. Highlander Way, Howell, MI, 48843, and Attn: Lt. Eric Sanborn
6. **Status of Sheriff Deputies Assigned Under Agreement.** The Sheriff Deputy assigned to the COHOCTAH TWP under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management, and control.
7. **Removal of Sheriff Deputies for Emergencies.** The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the COHOCTAH TWP, for emergencies that might exist outside the area designated by this Agreement.
8. **Nondiscrimination.** In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.
9. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the COHOCTAH TWP upon thirty (30) days prior written notice to the other parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

COHOCTAH TOWNSHIP

By: _____ By: _____

DAVE DOMAS - CHAIRMAN

(Date)

County Board of Commissioners

(Signature)

(Date)

Name: Mark Fosdick

Title: Cohoctah Township Supervisor

By: _____

JASON PLESS - UNDERSHERIFF

(Date)

**BOILERPLATE APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: PETER A. COHL - 10/1/12**

APPENDIX A

DESCRIPTION OF SERVICES:

The Livingston County Sheriff's Office shall provide law enforcement support including traffic enforcement, pro-active patrol, and general law enforcement for Cohoctah Township.

The Livingston County Sheriff's Office shall provide services for a maximum 8 hours per week and 32 hours per month for the remainder 2023. The initial enforcement period will begin August 1 and end on December 31, 2023. If additional support is needed, it will be mutually agreed upon between the sheriff and the township.

Shifts will be for 8 hours per week. Shift times and day will vary based on the Township's preference. The monthly schedule will be pre-determined but will remain flexible based on the needs of both parties and upon mutual agreement.

The contacts going forward for this Agreement will be as follows:

Cohoctah Township: Supervisor Mark Fosdick

Livingston County Sheriff's Office: Lieutenant Eric Sanborn

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**CONTRACT FOR ASSESSING SERVICES BETWEEN
Township of Cohoctah, Livingston County, Michigan
AND
BERG ASSESSING AND CONSULTING, INC.**

This contract is made effective , by and between the Township of Cohoctah (hereinafter referred to as "Municipality") and Berg Assessing & Consulting, Inc. (hereinafter referred to as "Berg" or "Company"), and sets forth the mutual agreement of the parties as follows:

1. **Term:** Municipality hereby contracts for and Berg hereby agrees to perform the assessing activities included in this contract for the following general term: annual, from November 13th, 2021 through November 12th, 2024.
2. **Duties:** Berg will provide a Michigan Certified MCAO Assessor who has the qualifications to discharge the municipality's statutory assessing responsibilities, as well as all the additional activities included in this contract.
3. **Services to be provided:**
 - Locate and identify all taxable properties within the Municipality.
 - Inventory and quantify the characteristics of the property to determine taxability.
 - Determine true market value, perform appraisals, and calculate assessed value of property in the Municipality.
 - Respond to inquiries or requests for assessment information from the public and municipality citizens.
 - Oversee and maintain departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, as required by the General Property Tax Act.
 - Gather and analyze data and perform assessment studies to determine true market value of Municipality properties. Input data into computer; update personal property records; provide that annual assessment notices are mailed to notify property owners regarding assessed values which will be managed by the Company.
 - Conduct periodic checking with home and business owners regarding changes made to residences and commercial buildings (ie. Building permits).
 - Work with inspectors regarding new construction in order to update property cards.
 - Maintain a minimum Michigan State Assessors Board Level 2 Certification, MCAO.
 - Interact with representatives from the Michigan Tax Commission and Tribunal, County Equalization Department, Municipality Board of Review, news media, realtors, attorneys, Municipality taxpayers and/or their representative(s), and other assessors, or others as necessary. File all reports and forms required by County and State governments related to assessing.
 - Municipality agrees that the software used by assessor is Municipal property and they further agree that the cost associated with assessing software is the liability of the Municipality. The Municipality will also maintain/pay any necessary support fees associated with the assessing software programs. A backup of the database can be made available upon request on a quarterly basis.

- If the municipality does not manage their own land division process during the life of this agreement, the processing and approval of Land Division Applications shall be maintained by Berg. In that instance, the Company will develop and use a Land Divisions Application to include a fee schedule and will bill the Municipality for the fees paid to the Municipality by the applicant (no additional cost to the Municipality). The company will send any amended application to the Municipality. The local unit will provide a copy of the 1997 tax roll or assume the cost of providing the 1997 tax roll.
- Compile sales information to develop market studies relevant to the application of market adjustments.
- The Company shall be available, by appointment only, to accommodate inquiries from the public. The meeting location will be the municipal building. The Company shall have 10 business days to schedule said appointment after a scheduled phone call to prepare for the meeting.
- Berg can provide written or electronic 'assessing reports' for the Municipality Board to review upon request.

4. **Compensation:** For all services rendered by Berg under this contract, Municipality hereby agrees to pay the following fee for the term of this contract. The compensation will be paid on a monthly basis and is due the 1st of the month for the current month and shall be received before the 28th of the month for the current month (not paid in arrears).

Annual Service fee of \$ 38,100.00, paid in monthly installments of \$ 3,175.00/month

4b. **Compensation Terms:** The compensation included in this contract is for regular and standard work performed under the General Property Tax Act (GPTA) during a typical assessing cycle/year. This compensation does not include work to bring the Municipality into compliance with STC standards of the GPTA. It is expected that the database is current and accurate and that prior assessment administration officials performed their duties correctly under the GPTA and STC standards. This subsection would apply to municipalities that we have worked with for less than three years.

5. **Travel Expenses:** This contract includes travel expenses during the normal and expected workload as previously encountered. Normal workload includes routine permit inspections, any contract agreement, and regularly scheduled meetings. Special meetings or projects may result in billable travel expenses. Any irregular travel requests by Municipality should be discussed prior to the request if it is regular or irregular.

6. **Tax Tribunal Appeals:** The Municipality agrees to provide legal services for full Tribunal cases. The Company will support small claim Tribunal cases and invoice a per case fee as indicated in the addendum. The Municipality understands and consents that the Company has the right to stipulate to settle any pending Tribunal case with authorization of the Twp Supervisor or other specifically designated official. As time is of the essence, the Company will proceed with their recommendation to the taxpayer after 3 days of reporting said recommendation to designated official. The Twp Supervisor can also allow the Company to answer and negotiate a settlement of full Tribunal cases in-lieu of any attorney for the fee prescribed in our addendum. However, if the case proceeds to a full trial, the Municipality understands legal counsel will inevitably be required. The Company will invoice for this service.

7. **Additional Workload:** The Municipality recognizes that laws/administrative rules may change and may impose additional special projects/workload to comply. Such items would require additional negotiated compensation. Charges may apply at a billing rate of \$75/hour for work outside the General Property Tax Act (GPTA) or assigned duties outside of the State Tax Commission/GPTA responsibilities.
8. **Communication and Customer Support:** The Municipality recognizes that the workload varies from time to time depending on the season/time of year. The primary method of contact to the Company will be via telephone at its main office number, 989-734-3555. The Company strives to respond to inquiries within 3 business days. The Company reserves the right to terminate verbal communication when a taxpayer becomes unprofessional and dialog via email or in writing. Further, the Company reserves the right to limit communications when the requests are outside of our policies. Any issues will be reported to the Municipality Twp Supervisor. The compensation in our contract does not anticipate taxpayers that will require more than 1 hour of service or continual contact by taxpayers regarding the same issue or repeating similar issues. In circumstances like this, it will be up to the Municipality to handle the taxpayer directly and we will provide the necessary answers to that designated official or employee. The compensation in our contract also does not anticipate to training new municipality employees or officials. Any additional workload related to excessive taxpayers and/or training new employees/officials may require additional compensation to the Company or simply will not be performed. When assessing questions are received by the local unit staff or officers, simply direct them to CALL our office. We would ask that you do not take messages or forward messages to our office. If the taxpayer emailed, simply ask them to email our office. If they called, please tell them to call our main office phone number.
9. **Document Delivery:** The Company receives correspondence via email, fax, and USPS mail. In person deliveries are not accepted unless coordinated by Berg through the Municipality location. Any documents submitted to the Municipality or their representatives must be date stamped, envelope copied, and digitally transmitted to the Company office within 3 business days. The Company's office address for correspondence is PO Box 25, Rogers City, Mi 49779. The Company is held to a standard by the state of Michigan, however, this information is the Municipality's responsibility to get to our office in a timely manner.
10. **Building and Zoning Permits:** Berg is responsible for updating property tax records to reflect new construction. This is based on permits which we must have to complete this contract and the laws of the state. The Township, City, or County must forward building permits and zoning permits to our office on a monthly basis. Regardless of which entity issues the permits, it is the Municipality's responsibility to ensure our office is receiving the notifications in a timely and routine manner. Our office is held to a standard by the state of Michigan, however, this information is the Municipality's responsibility to get to our office in a timely manner.
11. **Recorded Documents/Deeds:** Berg is responsible for updating property tax records to reflect ownership changes through recorded documents/deeds. These deeds are required and the Municipality agrees that any fees incurred from the County Register's office will be passed along to the Municipality. The Company is held to a standard by the state of Michigan, however, this information is the Municipality's responsibility to get to Berg in a timely manner.
12. **Board of Review:** As of April 2020, we are aware of changes to the Board of Review process under Assessing Reform. The Board of Review process is independent of the assessor. The

Municipality recognizes the need to have qualified and trained Board of Review members to carry out their tasks, understand the paperwork needed, and complete the duties to the best of their ability. It will be the Company's responsibility to provide support to the Board of Review and answer any questions they have, but Berg's support shall not necessarily mean in-person attendance for all hours of session. Berg will work with the Board to ensure we are available to help them complete their tasks. Board of Review meetings are scheduled by the Company (not the municipality). Board of Review members are expected to reserve the statutory time frames allotted and attend at the time scheduled. The Municipality agrees and acknowledges that the location of the Board of Review meeting may be held outside of the local unit, but inside the local County unless permission is obtained otherwise. If the Municipality does not agree to the terms in this section, they are waiving any support during the scheduled meetings by the Company. Any such disagreement with any terms in this section, should be promptly brought to the attention of the Company.

13. **Document Requests:** We are in need of documents from the Municipality and their officials/employees. Some typical document requests would be Board of Review minutes, L-4029 millage rate forms, resolutions, minutes, policies, and or other similar documents. In the event of duplicate requests to obtain the requested document, this may result in billable time.

14. **Assessing Budget:** Berg recommends that the Municipality establish a miscellaneous budget for the assessor outside of regular/routine charges. This budget can be used by the Company for irregular and unexpected costs. The recommended line amount for this should be 10% of the assessing service contract. This can be used to cover Apex upgrades, special map printing, or other special one-time projects. The Company will request approval from the Twp Supervisor prior to authorizing such expenses.

15. **Office Hours:** Our office is in general operation Monday – Friday from 9am until 4pm, excluding any regular holidays. The company reserves the right to close the office periodically due to unforeseen circumstances. Any prolonged closures (beyond 2 days) will be communicated to the Municipality. While we are working and usually available during these hours, it does not mean that we are contractually obligated to be answering calls immediately during these hours. It is understood that calling our office may result in a voicemail service.

16. **Legal Advice:** We are not allowed to give anything that might be considered legal advice. Our office does receive a large number of questions that get into legal advice. There is a difference between pointing customers to the written laws and applying them or interpreting them. We can read the law, submit the law, copy/paste/send them the laws, but we are not allowed to provide legal advice by interpreting the written laws other than the existing guidance already published.

17. **Insurances:** Berg, as an independent private contractor, does hereby, waive Municipality of any and all responsibility to provide public liability, workers compensation, unemployment, or health insurance benefits. Berg shall provide Municipality with a copy of its errors and omissions liability coverage upon request.

18. **Representative of Municipality:** Berg, as a representative of the Municipality, shall conduct itself in a professional manner when presenting its services to both the staff of the Municipality and its property owners.

19. **Non-exclusive contract:** It is agreed that this is a non-exclusive contract and Berg may perform assessing or appraisal activities outside of Municipality. Such activities shall not interfere with the fulfillment of this contract.

20. **Governing Law:** In view of the fact that Municipality is within the State of Michigan, it is understood and agreed that the construction and interpretation of this contract shall, at all times and in all respects, be governed by the laws of the State of Michigan.

21. **Entire Agreement:** This contract contains the entire agreement and understanding by and between Municipality and Berg, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. No change or modification of this contract shall be valid or binding unless it is in writing and signed by both parties. No waiver of any provision of this contract shall be valid unless it is in writing and signed by both parties. No valid waiver of any provision of this contract at any time shall be deemed a waiver of any other provision of this contract at such time or any other time.

22. **Prohibition Against Assignment:** Berg agrees on its behalf, executors, administrators, heirs, legatees, distributees and any other party or parties claiming any benefit under them by virtue of this contract, that this contract and the rights, interests, and benefits hereunder shall not be assigned, transferred or pledged in any way.

23. **Severability of Invalid Provision:** The provisions of this contract shall be deemed severable. The invalidity or unenforceability of any one or more of the provisions of this contract shall not affect the validity and enforceability of other provisions. This contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

24. **Termination of Contract:** Municipality & Berg can terminate said contract without cause and by written notice no less than 120 days prior to: November 13th on an annual basis. Any cancellation without cause outside of the annual timeframe will require full payment through the end date of this agreement.

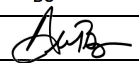
In the event that Municipality or Berg shall not be in substantial compliance with the terms of this contract, the non-breaching party shall give the breaching party written notice of said breach and 45 days from the date of receipt of the notice to cure the breach. If the breaching party fails to cure the breach within said 45-day period, the non-breaching party may terminate this contract immediately with cause. In addition, Berg may terminate this contract if Berg is unable to perform the obligations contained herein as a result of an accident, illness, or other unexpected trauma that prevents Berg from performing such obligations; in which case, Berg shall promptly notify Municipality of such an event and use its best efforts to assist Municipality with securing a replacement assessor.

25. **Legal Description/Tax Descriptions:** Our office is frequently contacted by various agencies to correct tax descriptions. We have developed a form and process for these requests to be initiated. It is incumbent on the requesting entity to prove and provide all necessary information in a clear and concise manner that will allow us to facilitate the change. Many times, these requests are made to our office in an urgent manner. However, there are no specific laws that require us to have our tax description match the legal description on the deeds/chain of title. Our descriptions need to be accurate enough to describe the property for taxation purposes. This process could take 30-90 days

to review and complete and are subject for our review as time permits provided all necessary documentation has been provided by the requestor.

26. **Inspection Programs:** We recommend a property inspection program of 20% annually. If it is a full measure of all improvements (reappraisal) or a quick review of the existing record cards (reinspection) will depend on the accuracy of your existing records. For new municipalities, we recommend allowing us 12-24 months to test your records and review the accuracy before recommending an inspection program. Units that have had a 100% reappraisal/full measure of all improvements in the last 5 years should be eligible for the reinspection program.

The local unit has selected the following inspection program: **None**

DS


Any of the below options the Company would target 20% of the parcels, per classification, per year. The inspection cycle and entire program can be from 12-18 months. It is not a guarantee that 20% of the parcels would be accomplished in a given year (or temporarily suspended) and the Company reserves the right due to weather or staffing to adjust the rate of completion. This is a program targeting a goal, on average, of 20% per year and per class to provide a mechanism for creating and maintaining an accurate property record card system.

Option A:

Full Remeasure of all Improvements:

Cost: /parcel for residential; /parcel for agricultural; and /parcel for commercial or industrial.

This program excludes very large and complex properties, generally, large industrial. The local unit will also subscribe to PivotPoint (prior cost was 0.35/parcel and 0.10 one-time setup fee, minimum cost of \$750/year)

Cancellation Fee: None, if between January 1 and March 1st, otherwise; \$5.00/parcel, total real parcel count

Scope of Services: The scope of this program is to remeasure all buildings, structures, and land improvements. This would include full Apex sketching of the improvements and entry of all details into the BS&A Assessment database.

Restrictions: this program is staff intensive and requires additional planning and coordination between the municipality and the Company prior to selection.

Option B:

Recheck of Improvements:

Cost: /parcel for residential; /parcel for agricultural; and /parcel for commercial or industrial.

The local unit will also subscribe to PivotPoint (prior cost was 0.35/parcel and 0.10 one-time setup fee, minimum cost of \$750/year)

Cancellation Fee: \$10.00/parcel, total real parcel count

Restrictions: This program is only available if you have had a full remeasure of your property or you have had a regular inspection program in place at 20% per year for over 5 years. In addition, a review of the records would be required.

Scope of Service: This service is a reduction of a full remeasure and is intended to check for changes from the last inspection. This may be accomplished by a review of aerial imagery, a review of Apex sketches, a letter confirmation by mail, and/or an on-site property inspection. This service will include an updated photo from the on-site property inspection.

Option C:

On-site Photo and Desk Review

Cost: /parcel for residential; /parcel for agricultural; and /parcel for commercial or industrial. The local unit will also subscribe to PivotPoint (prior cost was 0.35/parcel and 0.10 one-time setup fee, minimum cost of \$750/year)

Cancellation Fee: None, if between January 1 and March 1st, otherwise; \$5.00/parcel, total real parcel count

Scope of Service: This service includes a desk review of public aerial images, if available, and an on-site road-side photo.

Option D:

Desk Review Only

Cost: /parcel for residential; /parcel for agricultural; and /parcel for commercial or industrial.

Cancellation Fee: None

Scope of Service: This will include a desk only review along with a review of public aerial images, if available. It will not include any on-site services. This scope of services does not meet the State Tax Commission recommendations for property inspections.

Option E:

No review of property records

Cost: \$0.00/parcel

Cancellation Fee: None

Scope of Service: None

Notice & Advisement: This is not allowed by State Tax Commission policy.

Inspection Program Cancellation Fee: To provide services and options of inspection services, the Company may incur expenses and overhead that may take more than one year to recover. The cancellation fee is listed under each option. The cancellation fee may be incurred at any point of the contract cancellation for any reason unless past the following 'no cost date':

Inspection Program Cancellation Policy: This agreement has a term of 12-18 months of completion. It is an annual program with work commencing as early as March 1st of a given year and completion before July 1st of the subsequent year. As such, the cancellation or changing of the options must be received between January 1st and March 1st. If received during this period, the work will be paid out, in full by the municipality, that has commenced. The Company will attempt to complete the work or turn over what is completed. If still retained as the Assessor, the work will be completed prior to July 1st. If the change of this agreement is due to a change in the assessing agreement, the municipality may forfeit some or all of the work product. The Company will do its best to cooperate with the municipality on a reasonable transition.

27. **Tax Bill Calculation Process:** The municipality understands that the tax bill calculation, preparation, print, mailing, and servicing is the responsibility of the local Treasurer. The Treasurer is responsible for all data and settings in the BS&A Tax Program. The municipality can contract with our company to provide such services at an additional cost. In no case is our office responsible for reprinting tax bills or assisting taxpayers with the current payment status of tax bills or the current amount of tax bills. It is also the local Clerk's responsibility for the millage calculation, the L-4029

calculation, millage reduction fraction, and to remit copies of all millage related information to our office in a timely manner, however, reasonable support including assistance with calculations is available by request.

28. **Insurance:** The Company will carry applicable insurance relative to any service that the Company performs for the Township, with limits of liability not less than \$1,000,000 per occurrence, with an aggregate limit of liability not less than \$2,000,000, during the entire term of this contact. It is further agreed and understood that the Company will name the Township as an additional insured. In addition, the Company will carry automobile liability insurance with limits of liability not less than \$1,000,000 per occurrence. In addition, where applicable, the Company will comply with the State of Michigan Worker's Compensation Act.

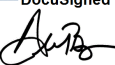
29. **Hold Harmless Agreement:** The Company shall indemnify and hold harmless the Municipality and the Municipality's board of trustees, employees, agents, and underwriters from any damages, claims, liabilities, and costs, including reasonable attorney's fees, and losses of any kind or mature whatsoever ("Loss"), which may in any way arise from the services performed by the Company hereunder, the work of employees or agents of the Company while performing the services of the Company hereunder, or any breach or alleged breach by the Company of this contract, including but not limited to the warranties set forth herein. The Municipality shall retain control over the defense of, and any resolution or settlement relating to, such loss. The Company will cooperate with the Municipality and provide reasonable assistance in defending any such Loss and any claims.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument in duplicate originals upon this _____ day of _____, 20_____.

Or DocuSign Date:

By Berg:

By Municipality:

DocuSigned by:


7/6/2023

A26AFDC66DFC429...
Allan J. Berg, President
Berg Assessing and Consulting, Inc

Municipality Twp Supervisor

Municipality Clerk

Date

Attachment: Recoverable Costs (attached)

Recoverable Cost Addendum

Potential office costs of Berg Assessing and Consulting. The below list is an estimate and may increase during the term of this contract due to the rising cost of postage, ink, paper, and office equipment:

Service Charge Rates	
Assessment Printing Single	\$0.25
PDF Copies	\$0.05
Move Update	\$0.25
GROUP-Address Sheet	\$0.15
GROUP-Printing	\$0.12
GROUP-Envelopes	\$0.30
GROUP-Hand Insert	\$1.00
Record Card Printing	\$0.07
General Printing	\$0.07
Sketches	\$0.07
Scanned Document	\$0.20
Assessment Roll Printing - GENERAL	\$0.03
Picture Printing	\$0.35
Back Side Printing, Upcharge, per page	\$0.10
Colored Paper, Upcharge, per page	\$0.10
Personal Property STATEMENT	\$1.25
Personal Property, Exemption Notice	\$1.00
Postage-by the Roll	Current USPS Price
Land Value/Sales Maps	\$75.00
Reinspection Letters	\$1.00
Veterans Letters	\$1.00
Poverty-Hardship Letters	\$1.00
Small Claims Tribunal Cases answer-hearing	\$75.00
Full Tribunal Answer and Negotiate to Settlement	\$400.00
Repeated Document Request Fee	\$50.00
Land Division Processing 1 st Division	\$150.00 (statutory 45 day)
Land Division Processing Extra Divisions	\$50.00 (statutory 45 day)
Land Division Incomplete Application Fee	\$50.00
Special Act/Special Inspections	\$150.00

*these charges are subject to change based on inflationary cost of labor, postage, and supplies, but may not increase by more than 10% on an annual basis.

**MEMORANDUM OF AGREEMENT
FOR
Endpoint Security Services
(Federally Funded Services)**

This MEMORANDUM OF AGREEMENT (“Agreement”) by and between the Center for Internet Security, Inc. (“CIS”), operating in its capacity as the Multi-State Information Sharing and Analysis Center (MS-ISAC) and the Elections Infrastructure Information Sharing and Analysis Center (EI-ISAC), located at 31 Tech Valley Drive, East Greenbush, NY 12061-4134, and MI - Cohoctah Township Clerk of Livingston County (Entity) with its principal place of business at: 3530 Gannon Road, Howell, MI 48855 for Endpoint Security Services (“ESS”), as defined herein below (CIS and Entity collectively referred to as the “Parties”).

- In its role as the MS-ISAC and the EI-ISAC, CIS has been recognized by the United States Department of Homeland Security (DHS) as a key cybersecurity resource for all fifty states, local governments, United States territories, and tribal nations (SLTT) and state and local elections entities; and
- CIS operates a twenty-four hours a day, seven days per week (24/7) Security Operations Center (SOC); and
- CIS has entered into an agreement with the federal government to provide ESS to certain SLTT entities.

In consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. Purpose

The purpose of this agreement is to set forth the mutual understanding between Entity and CIS with respect to the provision of ESS to Entity.

II. Definitions

- A. **Security Operation Center (SOC)** – 24 X 7 X 365 watch and warning center that provides cybersecurity infrastructure monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.
- B. **Endpoint Security Services or ESS:** ESS is comprised of the following:
 - 1. **Next Generation Antivirus (NGAV).** A solution deployed on endpoint devices to prevent cyber-attacks with the following capabilities:
 - Detect malicious activity using signature-based and behavior-based threat detection methods with the capability to automate prevention (block attacks);

- Deny/allow indicators list management to include anomalous behavior-based indicators;
- Endpoint and file quarantine functionality;
- Threat notification and alerts; and
- Web-based management interface with a cloud-based data administration component for enterprise deployment.

2. **Endpoint Detection & Response (EDR).** Deployment and maintenance of an EDR software agent on Entity's identified endpoint devices, which will (a) block malicious activity at a device level if agreed to by the Entity; (b) remotely isolate compromised systems after coordination with the Entity; (c) identify threats on premise, in the cloud, or on remote systems; (d) inspect network traffic in a decrypted state on the endpoint for the limited purpose of identifying malicious activity; and (e) identify and remediate malware infections.

3. Centralized management of ESS data to allow system administration, event analysis and reporting by CIS SOC. Additionally, Entity will be able to interact with its own ESS data through the management system

4. **Additional Endpoint Security Services.** CIS may offer additional services under this Agreement from time to time as ESS. Receipt of such services will be subject to an addendum to this Agreement.

III. Federally Funded ESS Offering

Pursuant to the agreement with the federal government, CIS is providing ESS to Entity for 15 endpoint devices (the "ESS Endpoints") at no charge to Entity during the Term of this Agreement (as defined herein below).

In the event that Entity installs the ESS software agent on more than the number of specified ESS Endpoints, CIS reserves the right to (a) uninstall ESS on those endpoints in excess of the ESS Endpoints; or (b) require Entity to pay for ESS for those endpoints in excess of the ESS Endpoints.

CIS further reserves the right to reclaim any unused ESS agents on which Entity has not installed within 90 days after the Effective Date of this Agreement.

IV. Responsibilities

Appendix A, which is attached hereto and incorporated herein, contains the specific responsibilities for Entity and CIS regarding the ESS. Entity understands and agrees that, as a condition to commencement of ESS under the terms of this Agreement, it must:

- A. agree to comply with the terms and conditions applicable to Entity as set forth in Appendix A; and
- B. execute the Entity Certification form attached as part of Appendix A.

V. Title

The ESS include use of software that is licensed to CIS by a third party provider, CrowdStrike, Inc. (“CrowdStrike”). All title and ownership rights of the software shall remain with CrowdStrike.

The Customer shall own all right, title and interest in its data that is provided to CIS pursuant to this Agreement. Customer hereby grants CIS a non-exclusive, non-transferable license to access and use such data to the extent necessary to provide ESS under this Agreement.

VI. Term of this Agreement

This Agreement will commence on the date it is signed by both Parties, and shall continue in full force and effect until September 30, 2023 or while federal funding is available to CIS to provide EDR Services (the “Term”), unless otherwise earlier terminated by either party or the Term is extended by agreement of the Parties.

The ability and obligation of CIS to provide these ESS to the Entity is, at all times, contingent on the availability and allocation of federal funds for this purpose.

VII. Amendments to this Agreement

This Agreement may only be amended as agreed to in writing by both Parties.

VIII. No Third Party Rights

Except as otherwise specifically specified herein, nothing in this Agreement shall create or give to third parties any claim or right of action of any nature against Entity or CIS.

IX. Warranty; Disclaimer

A. Warranty. CIS warrants to Entity during the applicable Term that: (i) the Endpoint Security Services operate without Error; and (ii) industry standard techniques have been used to prevent the ESS at the time of installation from injecting malicious software viruses into Entity’s endpoints covered by this Agreement. Entity must notify CIS of any warranty claim during the Term. Entity’s sole and exclusive remedy and the entire liability of CIS for its breach of this warranty will be for CIS, at its own expense, to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate This Agreement and Entity’s access to and use of ESS. CIS shall have no obligation regarding Errors reported after the applicable Term. For purposes of this Section IX, “Error” means a reproducible failure of ESS to perform in substantial conformity with its applicable Documentation (as defined herein below), as supplied by CrowdStrike.

B. Exclusions. The express warranties do not apply if the ESS (i) has been modified, except by CIS or CrowdStrike, or (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation.

C. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION IX, CIS

MAKES NO OTHER WARRANTIES RELATING TO THE ESS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

ENTITY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT CIS DOES NOT GUARANTEE OR WARRANT THAT USE OF ESS WILL FIND, LOCATE OR DISCOVER ALL SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CIS RESPONSIBLE THEREFOR. ENTITY AGREES NOT TO REPRESENT TO ANY THIRD PARTY THAT CIS HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

X. Confidentiality Obligation

CIS acknowledges that information regarding the infrastructure and security of Entity's information systems, assessments and plans that relate specifically and uniquely to the vulnerability of Entity information systems, Personal Data (as defined herein below), specific vulnerabilities identified as part of the ESS or otherwise marked as confidential by Entity ("Confidential Information") may be provided by Entity to CIS in connection with the services provided under this Agreement. The Entity acknowledges that it may receive from CIS trade secrets and confidential and proprietary information ("Confidential Information"). Both Parties agree to hold each other's Confidential Information in confidence to the same extent and the same manner as each party protects its own confidential information, but in no event will less than reasonable care be provided and a party's information will not be released in any identifiable form without the express written permission of such party or as required pursuant to lawfully authorized subpoena or similar compulsive directive or is required to be disclosed by law, provided that the Entity shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. CIS further agrees that any third party involved in providing ESS shall be required to protect Entity's Confidential Information to the same extent as required under this Agreement. CIS shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees, agents and CIS's cyber security partners, including federal partners, provided that such partners have agreed to protect the Confidential Information to the same extent as required under this Agreement. The Parties agree to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this Section X. These confidentiality obligations shall survive any future non-availability of federal funds to continue the program that supports this Agreement or the termination of this Agreement.

XI. Notices

- A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
1. via certified or registered United States mail, return receipt requested;
 2. by personal delivery;
 3. by expedited delivery service; or
 4. by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the

Parties may from time-to-time designate:

CIS

Name: Marci Andino
Title: Sr. Director, EI-ISAC
Address: Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134
Telephone Number: 518-516-3132
E-Mail Address: Services@cisecurity.org
with cc to: legalnotices@cisecurity.org

Entity

Name: Barb Fear
Title: Clerk
Address: 3530 Gannon Road, Howell, MI 48855
Telephone Number: 517-618-1404
E-Mail Address: bfearclerk@gmail.com

- B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

The foregoing has been agreed to and accepted by the authorized representatives of each party whose signatures appear below:

CENTER FOR INTERNET SECURITY, INC.

ENTITY

By: _____

By: _____

Name: _____

Name: Barb Fear

Title: _____

Title: Clerk

Date: _____

Date: _____

Appendix A ESS Responsibilities

I. Entity Responsibilities.

A. Entity acknowledges and agrees that CIS's ability to perform the Endpoint Security Services (ESS) provided by CIS for the benefit of Entity is subject to Entity fulfilling certain responsibilities listed below. Entity acknowledges and agrees that neither CIS nor any third party provider shall have any responsibility whatsoever to perform the Endpoint Security Services in the event Entity fails to meet its responsibilities described below.

B. For purposes of this Agreement, Entity acknowledges and agrees that only ESS Endpoints shall be within the scope of this Agreement. Entity will ensure the correct functioning and maintenance of the endpoint devices receiving Endpoint Security Services.

C. Entity shall provide the following to CIS prior to the commencement of the Endpoint Security Services and at any time during the term of the Agreement if the information changes:

1. A completed pre-installation questionnaire (PIQ), the form of which will be provided to Entity by CIS, which will identify the number and types of endpoints to be monitored during the Term, including identification of the operating systems used in the endpoints. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Endpoint Security Services. CIS also reserves the right to modify the number of endpoints receiving ESS, based on the availability of federally funded ESS endpoint allocation;
2. Each endpoint device will have access to a secure Internet channel for ESS management and monitoring by CIS;
3. Accurate and up-to-date information, including the name, email, landline, mobile, and pager numbers for all designated, authorized Point of Contact(s); and
4. Entity will be responsible for installing the ESS software agent on its ESS Endpoints; CIS will provide Entity with a link to the ESS software agent.

D. During the term of this Agreement, Entity shall provide the following:

1. Written notification to CIS SOC (SOC@MSISAC.ORG) at least thirty (30) days in advance of replacement of an existing endpoint device with another similar device and/or changes in operating systems for the endpoint devices that would affect CIS's ability to provide Endpoint Security Services;
2. Written notification to CIS SOC (SOC@MSISAC.ORG) at least twelve (12) hours

in advance of any scheduled Internet outages affecting the endpoint devices;

3. A completed Escalation Procedure Form in the PIQ including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POC). Revised information must be submitted when there is a change in status for any POC;

4. Sole responsibility for maintaining current maintenance and technical support contracts with Entity's software and hardware vendors for any endpoint device covered by ESS; and

5. Active involvement with CIS SOC to resolve any tickets requiring Entity input or action.

II. CIS Responsibilities

A. CIS shall be responsible for purchase of a commercial ESS capability provided by CrowdStrike, to be incorporated into the Endpoint Security Services, and for providing a link for the ESS software agent to Entity for Entity to install on their ESS Endpoints.

B. CIS will be responsible for the management and monitoring of the Endpoint Security Services to Entity's ESS Endpoint devices, including provision of the link for installation of the applicable ESS agent for the operating system of the ESS Endpoints devices, as identified by Entity in the PIQ.

C. CIS will provide the following as part of the Endpoint Security Services:

1. Analysis of logs from monitored security devices for attacks and malicious traffic;

2. Analysis of security events;

3. Correlation of security data/logs/events with information from other sources;

4. Notification of security events per the Escalation Procedures provided by Entity; and

5. Ensuring that all upgrades, patches, configuration changes and signature upgrades of the ESS agent are applied to Entity's ESS Endpoints.

D. CIS Security Operation Center. CIS will provide 24/7 telephone (1-866-787-4722) availability for assistance with events detected by the Endpoint Security Services.

E. Upon termination of this Agreement, CIS shall be responsible for the cancellation of the Endpoint Security Services. Entity will be responsible for removal of the ESS agent installed on Entity's ESS Endpoints.

III. Third Party Provider Terms and Conditions

Entity acknowledges and agrees that as part of providing ESS, CIS has contracted

with the third-party provider, CrowdStrike. Entity further acknowledges and agrees that in return for receipt of ESS, it agrees to the following terms and conditions as an end user of CrowdStrike services under this Agreement:

A. Access & Use Rights. Subject to the terms and conditions of this Agreement, Entity has a non-exclusive, non-transferable, non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Entity's Internal Use. The Product includes a downloadable object-code component ("Software Component"); Entity may install and run multiple copies of the Software Components solely for Entity's Internal Use. Entity's access and use is limited to the quantity and the period of time specified in this Agreement.

B. Restrictions. The access and use rights do not include any rights to (i) employ or authorize any third party (other than Partner) to use or view the Offering or Documentation; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party; (iv) allow third parties to access or use an Offering (except for Partner as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Entity from comparing the Products to other products for Entity's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Entity agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Entity and acknowledges that Entity is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

C. Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Entity with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>.

D. Installation and User Accounts. For those Products requiring user accounts, only the individual person assigned to a user account may access or use the Product. Entity is liable and responsible for all actions and omissions occurring under Entity's user accounts for Offerings.

E. Ownership & Feedback. The Offerings are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual

property rights) in and to the Offerings. Any feedback or suggestions that Entity provides to CrowdStrike regarding its Offerings (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation, provided, Entity will not be identified publicly as the source of the feedback or suggestion.

F. CrowdStrike Disclaimer. PARTNER, AND NOT CROWDSTRIKE, IS RESPONSIBLE FOR ANY WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OBLIGATIONS TO ENTITY, INCLUDING REGARDING THE CROWDSTRIKE OFFERINGS. ENTITY ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF ENTITY'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND ENTITY AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS. THERE IS NO WARRANTY THAT THE OFFERINGS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF ENTITY'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE OFFERINGS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. ENTITY AGREES THAT IT IS ENTITY'S RESPONSIBILITY TO ENSURE SAFE USE OF AN OFFERING IN SUCH APPLICATIONS AND INSTALLATIONS. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

G. Entity Obligations. Entity, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Entity Personal Data from each Entity and Entity Affiliate, to CrowdStrike.

H. Falcon Platform. The Falcon Endpoint Protection Platform (“Falcon EPP Platform”) uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike’s Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Entity, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Entity’s endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Entity and other customers, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike’s products and services, and enhance cybersecurity; and (iv) permit Entity to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Entity or Entity’s Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Entity’s Confidential Information or Customer Data.

I. Processing Personal Data. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, comply with law, or otherwise in accordance with this Agreement. Entity authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Entity provides to CrowdStrike as contemplated in this Agreement.

J. Compliance with Applicable Laws. Both CrowdStrike and Entity agree to comply with laws directly applicable to it in the performance of this Agreement.

K. Definitions.

“CrowdStrike” shall mean CrowdStrike, Inc.

“CrowdStrike Data” shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

“Customer Data” means the data generated by the Entity’s Endpoint and collected by the Products.

“Documentation” means CrowdStrike’s end-user technical documentation included in the applicable Offering.

“Endpoint” means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

“Execution Profile/Metric Data” means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Entity provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during

the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Entity or to the extent it includes Personal Data.

“Internal Use” means access or use solely for Entity’s own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Entity, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Entity’s employees and Partner solely on Entity’s behalf and for Entity’s benefit.

“Entity” means a Customer of Partner that has agreed in writing to be contractually bound by these Entity Terms.

“Offerings” means, collectively, any Products or Product-Related Services.

“Partner” means Center for Internet Security, Inc.

“Personal Data” means information provided by Entity to CrowdStrike or collected by CrowdStrike from Entity used to distinguish or trace a natural person’s identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

“Product” means any of CrowdStrike’s cloud-based software or other products provided to Entity through Partner, the available accompanying API’s, the CrowdStrike Data, any Documentation.

“Product-Related Services” means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products.

“Threat Actor Data” means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Entity or to the extent that it includes Personal Data.

ENTITY CERTIFICATION

On behalf of MI - Cohoctah Township Clerk of Livingston County ("Entity"), I hereby certify the following:

1. Entity provides notice to its employees, contractors and other authorized internal network users ("collectively "Computer Users") that contain in sum and substance the following provisions:

-Computer Users have no reasonable expectation of privacy regarding communications or data transiting, stored on or traveling to or from Entity's information system; and

-Any communications or data transiting, stored on or traveling to or from the Entity's information system may be monitored, disclosed or used for any lawful government purpose.
2. All Entity Computer Users execute a form of documentation or electronic acceptance acknowledging his/her understanding and consent to the above notice.
3. I am authorized to execute this Certification on behalf of Entity.

Dated this ___ day of _____, 20__.

Type text here

Name: Barb Fear
Title: Clerk

Endpoint Detection and Response (EDR)

Endpoint Detection and Response (EDR) services are available for U.S. State, Local, Tribal, and Territorial (SLTT) government entities, offered in partnership with CrowdStrike. For protecting U.S. SLTT election systems and endpoints, this solution is federally funded and available at no cost. It is deployed on endpoint devices to identify, detect, respond to, and remediate security incidents and alerts. See page 2 for all capabilities.

Device-Level Cyber Defense

EDR offers device-level protection and response to strengthen an organization's cybersecurity program. It includes various ways to protect endpoints, and provides active defense against cybersecurity threats, blocking both known (signature-based) and unknown (behavioral-based) malicious activity, as well as effective defense against encrypted malicious traffic.

The solution doesn't just block malicious activity; it can stop an attack in its tracks by taking an active role in mitigating and remediating malware, and killing or quarantining files. It's also capable of tracking actions that resulted in system compromise, enabling entities to learn how to help prevent future incidents.

Protection 24x7x365

Organizations using EDR have a full-time cybersecurity defense partner in the CIS Security Operations Center (SOC). Our SOC provides 24x7x365 monitoring and management, including analyzing malicious activity and escalating actionable threats. The SOC provides consolidated, actionable insights from expert analysts with industry-leading response times.

Additionally, any organization protected by this service can request the assistance of our Cyber Incident Response Team (CIRT) if they experience a cyber incident. Our CIRT analysts can reach directly into an affected system and conduct digital forensics remotely, acquiring evidence and performing analysis to determine the root cause, the scope of the incident, attack methodologies, and more.

Expand Your Multi-Tiered Defense Strategy

Adding EDR to an organization's defense-in-depth portfolio helps ensure a layered approach to cybersecurity while significantly increasing the time and complexity required for bad actors to compromise its network. EDR capabilities are integrated into our existing defense-in-depth cybersecurity offerings for U.S. election entities, and complement other security measures, including the CIS Critical Security Controls, Albert Network Monitoring and Management, Managed Security Services (MSS), and Malicious Domain Blocking and Reporting (MDBR).

Scalable to Meet Your Needs

EDR can be configured to meet the unique cybersecurity needs of the smallest to the largest election organization. The chart on page 2 outlines the endpoint protection offering available from the industry-leading vendor of this service, CrowdStrike.

Why Use EDR?

- Federally funded and available at no cost to protect election computers and systems
- Easy to deploy, low impact software solution for devices like servers and workstations
- Endpoint protection both on and off network
- Signature-based detections to identify known threats
- Rules-based logic to discover and learn about unknown threats
- Fully managed and monitored by our SOC
- Remote digital forensics support by our CIRT
- Compatible with on-premise, cloud, and remote systems
- Assists with implementation of CIS Critical Security Controls:

Control 01: Asset Inventory

Control 02: Software Inventory

Control 04: Secure Configuration of Enterprise Assets and Software

Control 05: Account Management

Control 06: Access Control Management

Control 07: Continuous Vulnerability Management

Control 10: Malware Defense

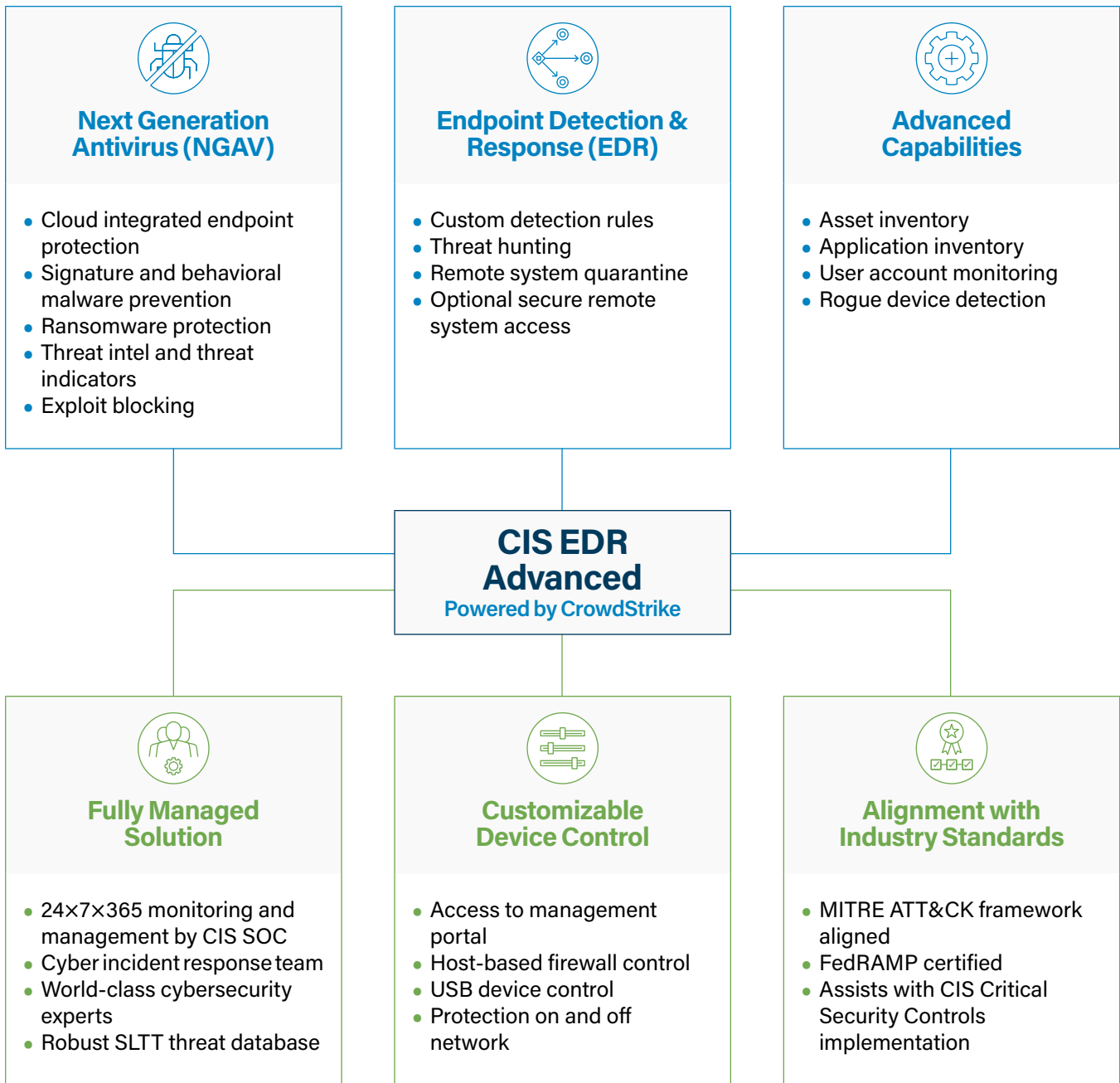
Control 13: Network Monitoring and Defense

Control 17: Incident Response Management

Contact Us

elections@cisecurity.org
www.cisecurity.org
518.880.0699

Key Service Capabilities



Learn More

U.S. election entities can learn more or request more information about Endpoint Detection and Response (EDR) services by contacting us at elections@cisecurity.org or 518-880-0699.

This solution is available at no cost to protect all U.S. SLTT election systems and endpoints through funding provided by the Cybersecurity and Infrastructure Security Agency (CISA). For U.S. SLTT government organizations interested in acquiring EDR protection for systems not covered by funding from CISA, additional coverage can be purchased through CIS Endpoint Security Services from CIS Services. Please contact services@cisecurity.org or 518-880-0699 for more information.

June 30, 2023

**Cohoctah Twp.
10518 Antcliff Road
Fowlerville, Mi. 48836**

Re: 2023-2024 Trash Disposal

To Whom It May Concern:

We are writing regarding the Trash Disposal letter and are enclosing our check in the amount of \$260.00. While we appreciate the township subsidizing a portion (you don't say how much), I wonder if you have considered how many senior citizens live in the township and are on fixed incomes. To come up with \$260 is a hardship to those of us on Social Security.

Has anyone ever thought of a way this can be paid another way, perhaps quarterly which would allot for more monthly planning of paying the bills.

We would appreciate your reply to these questions.

**Sincerely,
Dean & Veronica Petri
PO Box 716 6370 Owosso Rd.
Fowlerville, MI. 48836**



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-45762-1
7/3/2023 2:08 PM
10/1/2023

Client:
COHOCTAH TOWNSHIP (LIVINGSTON COUNTY),
MICHIGAN

Bill To:
COHOCTAH TOWNSHIP (LIVINGSTON
COUNTY), MICHIGAN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan Cole	203-349-6678	ryan.cole@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Publication	Publication (per page) of General Code Of Ordinances - 250 SC, 10 pt font to include 3cc with binders and tabs	One-time
3.00	Municode Tabs	Municode Tabs	One-time
3.00	Municode Binders	Municode Binders	One-time

Total Investment - Prorated Year 1	USD 5,950.00
Annual Recurring Services (Subject to Uplift)	USD 0.00

Total Days of Quote:242

Initial Term Invoice Schedule	100% Invoiced upon Signature Date
Annual Uplift	As agreed to in the Agreement

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current Code and Supp billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)