



REGULAR BOARD MEETING

January 09, 2024 at 7:00 PM

Madison Township Hall – 3804 South Adrian Hwy.

AGENDA

MEETING HELD IN PERSON AND ELECTRONICALLY THROUGH ZOOM

CALL TO ORDER (Cell Phone Reminder - Silent Prayer – Pledge)

ROLL CALL

APPROVAL OF MINUTES

- [1.](#) Board Meeting Minutes

AMENDMENTS TO THE AGENDA

PETITIONS & COMMUNICATIONS

INTRODUCTION OF SPECIAL GUESTS OR PRESENTATION

1. Eden East

LIMITED PUBLIC COMMENT (any agenda item – 3 minutes)

DEPARTMENT HEAD COMMUNICATIONS

APPROVAL OF CONSENT AGENDA (Roll Call Vote)

1. Treasurer's Report
2. Presentation of Bills
- [3.](#) Police Department Report
- [4.](#) Fire Report
- [5.](#) Building Official's Report
- [6.](#) Electrical Inspector's Report
- [7.](#) Mechanical Inspector's Report
- [8.](#) Plumbing Inspector's Report

[9.](#) DPW Report

10. Legal

COMMITTEE MEETING MINUTES

[1.](#) Personnel Committee Meeting Minutes 12/20/23

[2.](#) Planning Commission Meeting Minutes 12/21/2023

OLD BUSINESS / UNFINISHED BUSINESS

[1.](#) David Gentner Police Chief Contract

NEW BUSINESS

[1.](#) Land Split 2640 E Beecher

[2.](#) Land Split 1178 W Gorman Rd

[3.](#) BS&A Cloud Software Upgrade

[4.](#) Fire Gear

[5.](#) Ordinance Prosecution Agreement

6. Record Management Agreement CLEMIS

ELECTED OFFICIAL COMMENT (any topic – 2 minutes)

PUBLIC COMMENT (any topic – 3 minutes)

ANNOUNCEMENTS

ADJOURNMENT / RECESS

Minutes from this meeting will be available ten (10) days after said meeting at the Madison Township Hall



CHARTER TOWNSHIP OF MADISON

Gary Griewahn
Supervisor
Janet Moden
Clerk
Harold Gregg
Treasurer

3804 S. ADRIAN HIGHWAY
ADRIAN, MI 49221
517-263-9313 Fax: 517-263-4569

TRUSTEES
Howard Bales
Matt Carpenter
Ralph Benschoter
Chad Rodgers

Madison Township Board Meeting
Held in Person and Electronically (Zoom)
Minutes of December 12, 2023

7:00 p.m. Board Meeting called to order, with a silent prayer, and pledge to the flag said by all.

ROLL CALL:

Present in person: Griewahn, Gregg, Moden, Rodgers, Benschoter, Carpenter, and Bales.

APPROVAL OF BOARD MTG MINUTES 11/14/23:

Motion by Bales, supported by Benschoter to dispense reading and approve the monthly Board meeting minutes as written for 11/14/2023. Motion was carried 7-0.

APPROVAL OF SPECIAL BOARD MTG MINUTES 12/1/23:

Motion by Bales, supported by Benschoter to dispense reading and approve the Special Board meeting minutes as written for 12/1/2023. Motion was carried 7-0.

AMENDMENTS TO THE AGENDA: None

PETITIONS & COMMUNICATIONS: None

INTRODUCTION OF SPECIAL GUESTS: None

LIMITED PUBLIC COMMENT ON AGENDA ITEMS: None

3-MINUTE DEPT. HEAD UPDATES:

Fire: EMT classes have been completed. New classes will be starting after the first of the year.

Police: Chief Shadbolt stated that Brian Burke is back to work from his medical leave. VC3net, which supplies their spyware, malware and ransomware stated they needed a better firewall. They had a student last week to job shadow an officer, and still working on complaints.

Water/Sewer: Reported by Watterson that the well is now drilled and will be pump tested tomorrow for volume, while that is being done, all three wells will be shut down and water will



CHARTER TOWNSHIP OF MADISON

come from the tower. After the volume has been decided and successful, we can then start bidding out the work to finish the project.

Inspection: Rincon reported that both townships, Adrian and Madison have been busy. Adrian Twp Solar Farm is not operating yet due to open issues regarding the height of trees. Caliper Collision has not passed their inspections yet, due to do it yet this week. Two solar companies are interested in land in Madison Twp. no permits have been issued, just answering questions at this point. Received Eng. Drawings on the Anderson property on 223 for storage facilities.

Legal: None

APPROVAL OF CONSENT AGENDA: Motion by Gregg, supported by Carpenter to approve the consent agenda. Roll call vote: Griewahn, Yes; Gregg, Yes; Moden, Yes, Rodgers, Yes; Benschoter, Yes, Carpenter, Yes; and Bales, No. Motion carried 6-1.

Planning Commission Minutes 11-20-23:

Benschoter read the minutes of the meeting, and made a motion to approve the minutes, supported by Carpenter. Approved 7-0

The meeting revolved around the conditional use application for Anderson on U.S. 223 zoned C-2 and he is asking to build storage units on the property with the approval of a conditional use permit.

OLD BUSINESS/UNFINISHED BUSINESS:

Township Legal Attorney:

Bales raised a question on why we had two attorneys, and why were we sending the same information to two different attorney's and paying double. Why aren't we just using Castleberry/Lucas, and not Fahay, Schultz, Burzych and Rhodes, which is the law firm that Lizzie Mills works for, who helped negotiate our Fire and Police union contracts.

Clerk Moden responded to Bales, that at the January 2023 board meeting the board approved the use of both legal firms at that time and were identified as township law firms, and the intent was to use Fahay for all thing employment related, as that is their specialty. The issues that Bales was referring to in his question were employment related. Trustee Rodgers stated that he, as Personnel Chair, had contacted Castleberry on his own to ask him to provide a possible employment policy regarding recordings. Once Moden was made aware of such policy, she asked Fahey (Mills) to look at it to see if there were any issues that would interfere with our existing union contracts or any other labor laws as it may be something that would go into our employee handbook at some point. Bales stated that was a waste of money for the taxpayers by the use of two law firms, and he is not for it. After much discussion Benschoter made a motion



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supported by Rodgers, that Castleberry/Lucas law firm is our only township law firm and that if they are not able to adequately provide topic specific legal advice, such as in the case of contract negotiations, tax tribunal or bond solicitation, that they would recommend that the township reach out to other law firms for best representation on the issue.

Roll Call Vote: Griewahn, Yes; Gregg, Yes; Moden, No; Rodgers, Yes; Benschoter, Yes; Carpenter, Yes; and Bales, Yes. Motion carried 6-1.

NEW BUSINESS:

Adrian Twp. Building Official Contract:

A late conversation with Rob Hoskins, Clerk of Adrian Twp. revealed that Adrian Twp still has questions about the contract, so this item was tabled until the January 2024 board meeting.

David Gentner – Police Chief Employment Contract:

Discussion agreed that it should be sent thru the Personnel Committee, the same as other employment contracts, and then sent to the board for recommendation to approve or deny. Tabled.

Assessing Contract – Lacelle Properties LLC:

Discussion as to whether this contract needs to go the Personnel Committee, but that was explained that Amanda is not an employee, but an independent contractor, as are many others that we hire to service the township. A motion by Carpenter to accept and approve the contract with Lacelle Properties LLC as written, supported by Rodgers. Roll Call Vote: Griewahn, Yes; Gregg, Yes; Moden, Yes; Rodgers, Yes; Benschoter, Yes; Carpenter, Yes; and Bales, Yes. Motion carried 7-0.

2024 Budget Adjustments:

Due to the fact that the new Fire Dept Echo unit will not arrive until 2024, this adjustment needs to be made to the 2024 budget Capital Outlay fund for \$75,000 acct. 101-336-971-000.

Motion by Gregg, supported by Benschoter to make the \$75,000 adjustment to the 2024 Budget under Capital Outlay. Roll Call Vote: Griewahn, Yes; Gregg, Yes; Moden, Yes; Rodgers, Yes; Benschoter, Yes; Carpenter, Yes; and Bales, Yes. Motion carried 7-0.



CHARTER TOWNSHIP OF MADISON

ELECTED OFFICIALS' COMMENTS:

Carpenter: He desires that the board set up a time in January for a public meeting in which we discuss the issues for taxes, millages, and services, and how we as a township move forward to finance the township costs.

Bales: Questioned about who was doing the ordinance enforcement, Gentner stated that the SRO is expected to work on ordinances in the summer months while not working at the Sand Creek Schools, currently Dave Rincon is doing the majority of ordinance violations that are not police related as was designated many years ago by board members.

AUDIENCE COMMENTS: Resident Dave Rincon stated that as a resident he would like to see the board talk with the department heads about spending of monies before they make statements that are off course with what really happens, in a public forum.

Resident Dale Thielan questions Burke on conditional use and if the planning committee can make adjustments if needed, if there is a transfer of ownership once a conditional use is approved. Burke stated that if a transfer of ownership is done and the buyer is going to use the property for the same purpose that the new owner should come in and apply for a conditional use under their name. If they would not, then the courts would settle the issue.

ANNOUNCEMENTS: None

ADJOURNMENT/RECESS: Motion by Rodgers, seconded by Benschoter, to adjourn the meeting. Motion carried 7-Yes; 0-No. Meeting adjourned at 7:58 p.m.

Typed and Submitted by:

Janet Moden
Township Clerk



Madison Police Department Call for Service Statistics
Month: December 2023

Police Calls for Service	Dec - 2023	Dec - YTD	Dec - 2022	Dec - YTD
Total Calls for Service	135	2971	217	2759
Criminal Incidents	Dec - 2023	YTD	Dec - 2022	YTD
Assaults / Domestic	1	82	6	97
Fraud / Forgery	2	45	2	26
Burglary / Thefts	1	73	9	87
Retail Frauds	14	138	22	128
Disorderly Conduct	7	81	4	99
Malicious Destruction of Property	1	18	2	27
Traffic Offense / OWI / DWLS	1	32	1	17
Total Incidents:	10	469	46	481

Non-Criminal Incidents	Dec - 2023	YTD	Dec - 2022	YTD
Traffic Stops	15	511	23	476
Citations	5	267	16	233
Traffic Crashes	5	159	15	145
Private Property Crashes	5	25	9	60
Alarms	6	74	2	61
Suspicious Activity	17	252	11	226
Personal Welfare Checks	3	136	6	119
Juvenile Complaints	10	22	8	28
Citizen Assists	8	36	0	17
Assist Other Agencies – Police / Fire	8	127	8	87
Ordinance Complaints	1	29	8	122
Liquor Inspections	0	35	0	36
Vacation / Home Checks	0	21	2	19
Miscellaneous / Civil Complaints	30	107	45	489
Total Non-Criminal Incidents:	113	2837	153	2118

Arrests	Dec - 2023	YTD	Dec - 2022	YTD
Felony	2	47	3	16
Misdemeanor	6	144	12	165
Arrest for Other Agency	0	29	3	27
Bench Warrant Arrest	4	64	1	31
Total Arrests:	12	284	19	239



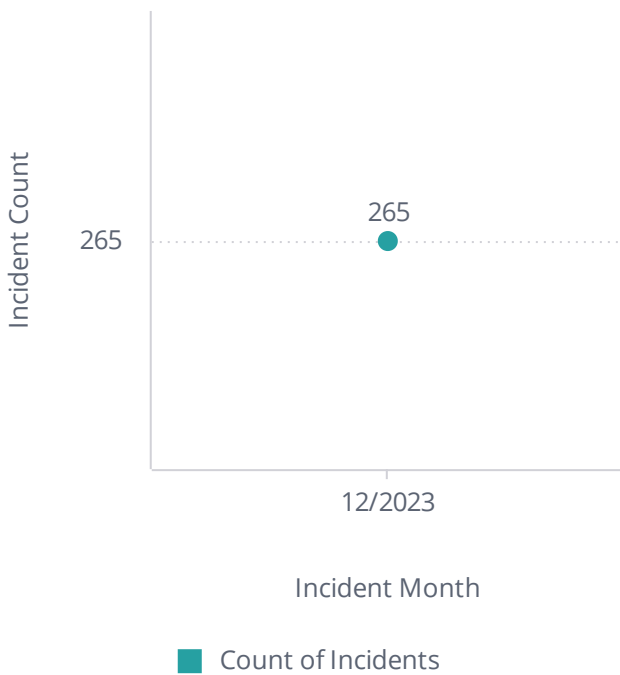
Total Number of Incidents



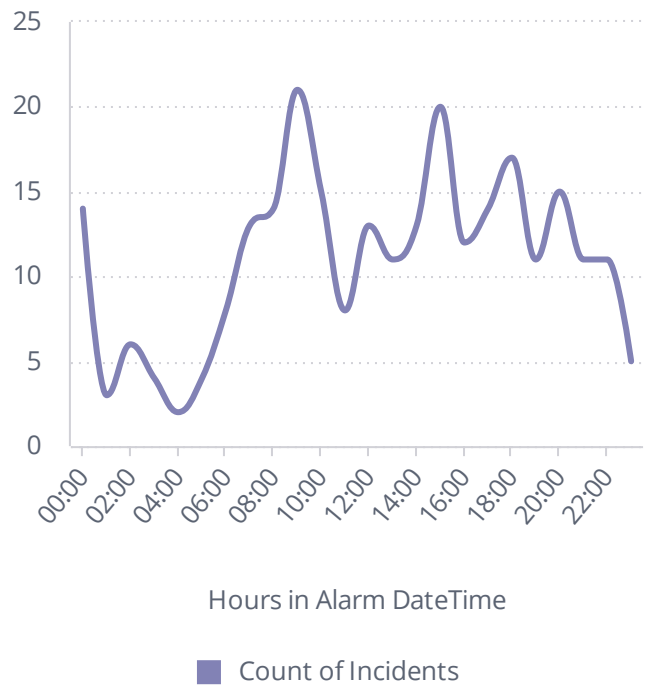
Average Time on Scene

Average Time On Scene
39m:19s

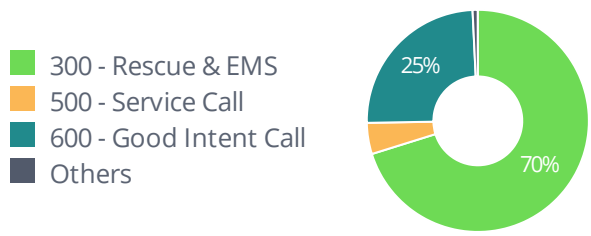
Incident Trend



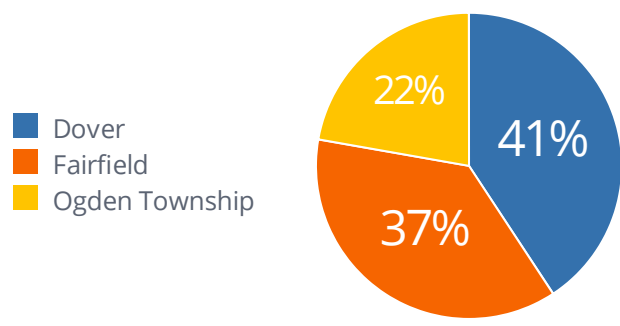
Time of Incidents



Percent of Incident Responses by Incident Type



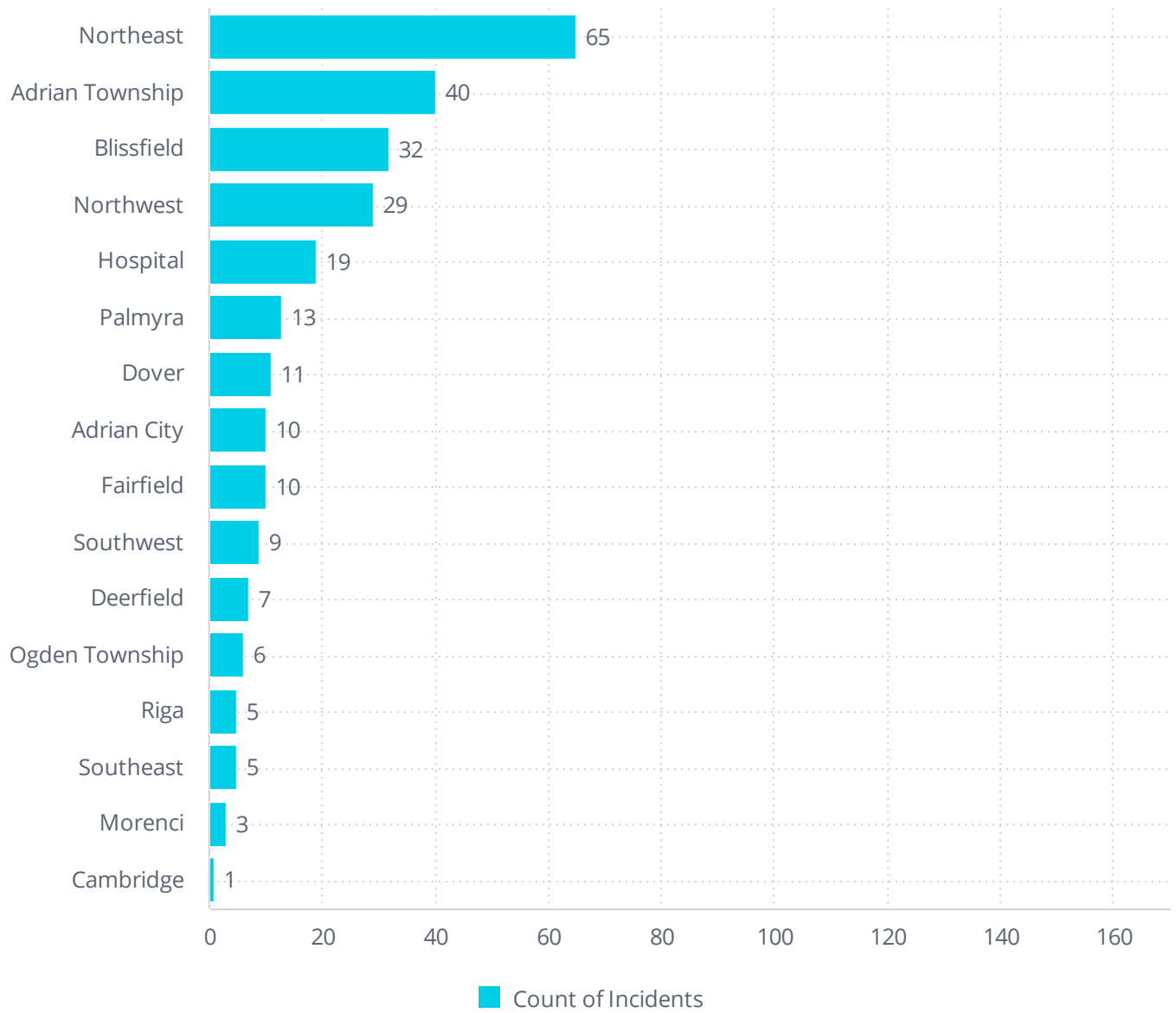
Contract Area Count



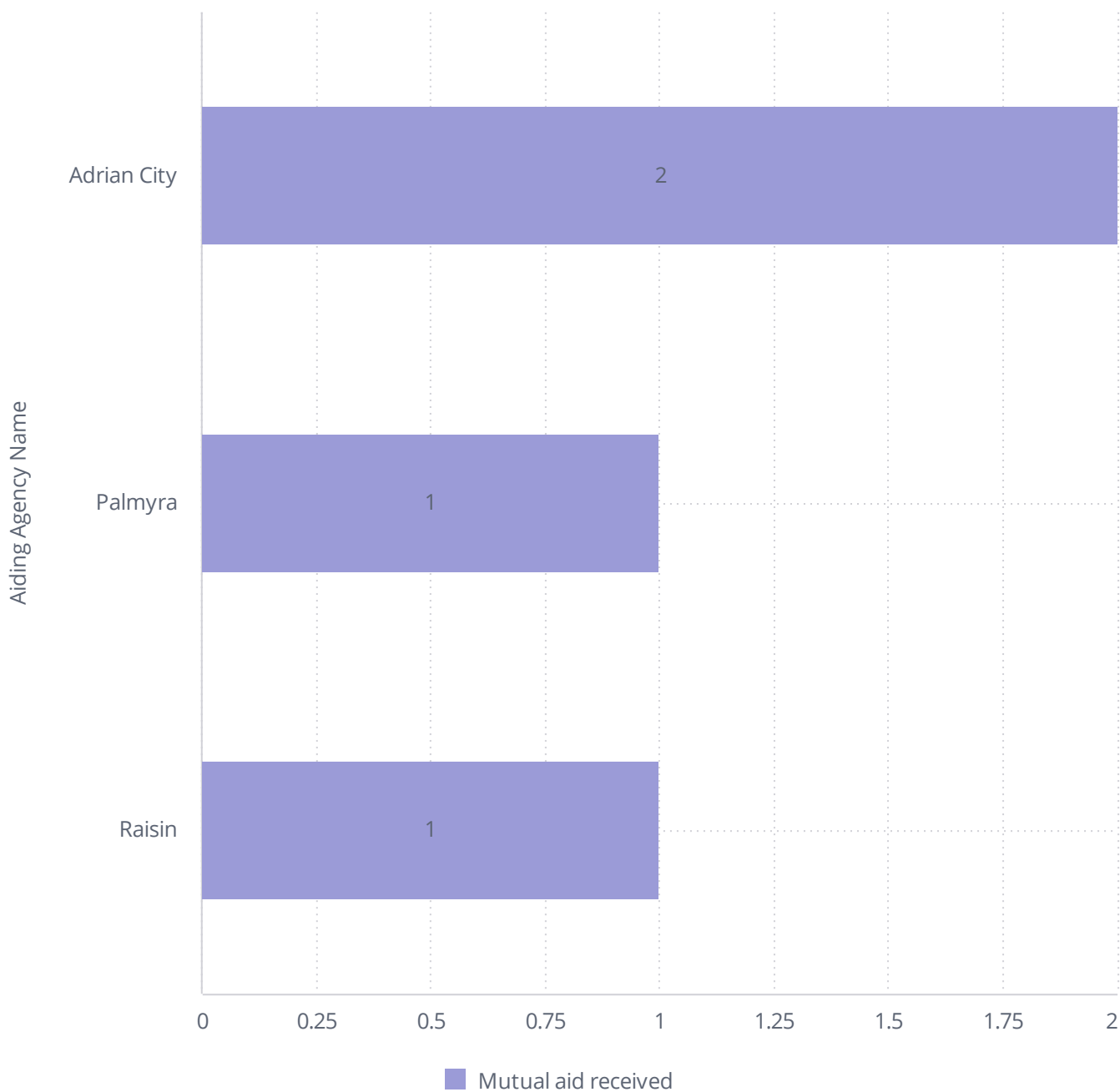
Incident Type

Incident Type	Incident Count
ALS Transfer	5
BLS Transfer	6
Citizen Assist	10
EMS call, excluding vehicle accident with injury	106
Medical Alarm	1
Motor vehicle accident with injuries	3
Motor vehicle accident with no injuries.	1
Paramedic Assessment- BLS agency	19
Paramedic transport- BLS agency	35

Count of Incidents by District



Mutual Aid Recieved

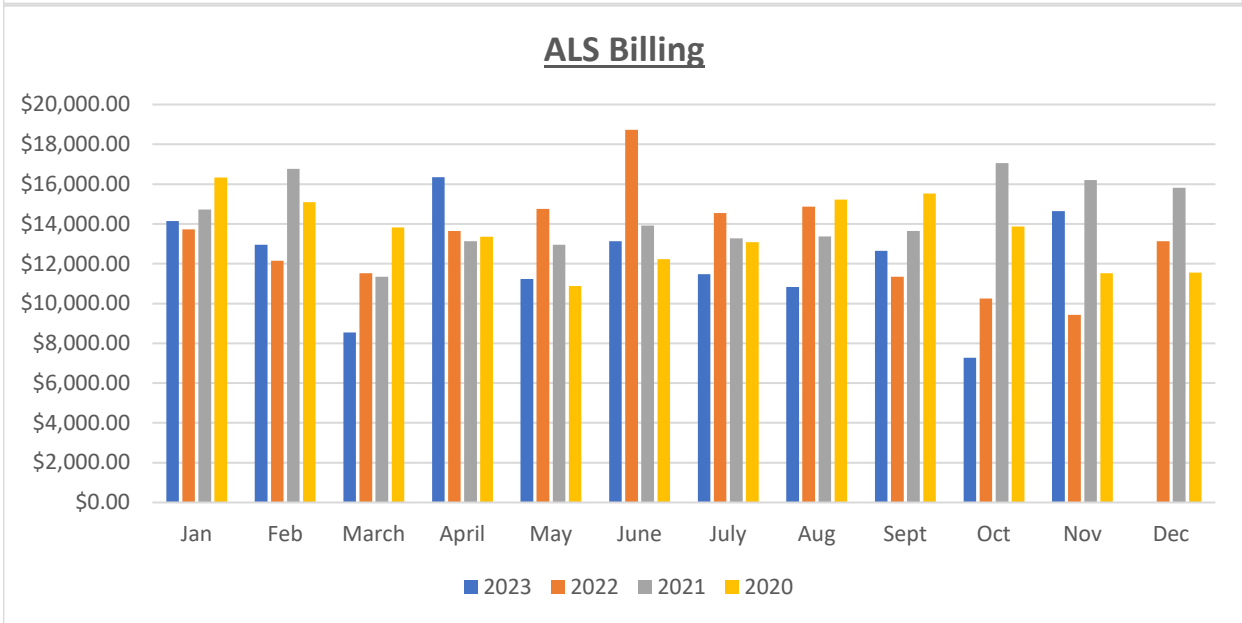
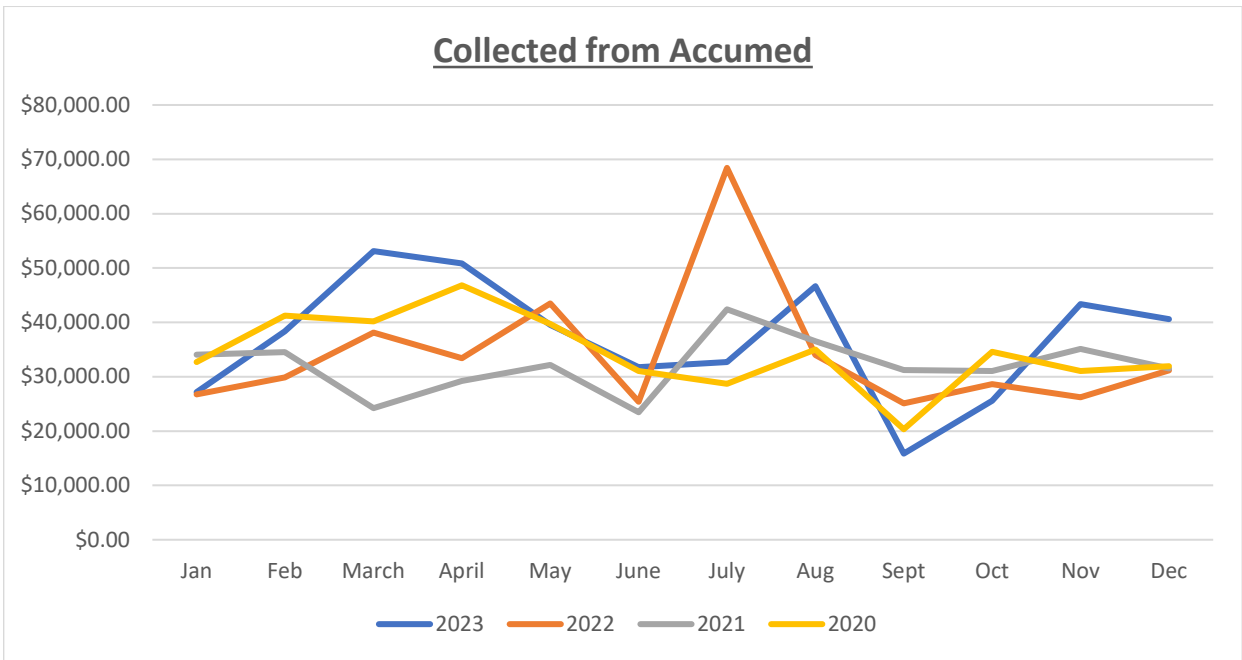


Mutual Aid

Aid Given Or Received	Incident Type	Incident Count
Automatic aid given	Dispatched and Cancelled- Mutual Aid Fire	2
	Engine Assist	1
	Motor vehicle accident with no injuries.	1
	Tower Assist	1
Mutual aid given	Ambulance Assist	7
	Cover assignment, standby, moveup	1
Mutual aid received	Dispatched and Cancelled- Unavailable	3
	EMS call, excluding vehicle accident with injury	1

Calls By Unit

Unit Name	Percentage of Calls ↓	AVG Time on Scene
E88	41.60%	40m:28s
M6	30.40%	44m:53s
M7	28.00%	48m:53s
Echo 1	2.40%	25m:36s
E3	2.40%	24m:48s
E1	1.60%	57m:00s
M4	1.60%	83m:40s
U6	1.20%	20m:20s
B9	1.20%	06m:40s
E2	0.80%	95m:00s
T5	0.40%	90m:00s



<u>Type of Write Off</u>	<u>Amount</u>	<u>Revenue</u>	<u>Month</u>	<u>YTD</u>
Insurance Write-Offs	\$37,189.86	Billed for Ambulance	\$77,986.10	\$1,055,515.80
Medicaid Write-Offs	\$1,084.07	Collected from Accumed	\$40,616.33	\$445,525.83
Resident Write-Offs	\$33.49	Billed to BLS Agency		\$133,225.00
Sent to Collections		EMS Training Billed		
TOTAL	\$38,307.42	TOTAL	\$118,602.43	\$1,634,266.63

CHARTER TOWNSHIP OF MADISON

Gary Griewahn
Supervisor

3804 S. Adrian Highway
Adrian, MI 49221

TRUSTEES

Chad Rodgers
Howard Bales
Matthew Carpenter
Ralph R. Benschoter

Janet Moden
Clerk

517-263-9313 Fax 517-263-4569

Harold Gregg
Treasurer

Monthly Building Inspector Report For the Month of December , 2023

20	Inspections Completed
4	Plan Reviews Finalized
3	Plan Reviews in Progress
\$2,646.25	Amount of Fees Collected
\$2,515.80	Adrian Twp. - Payment for Inspections
16	Adrian Twp. - Number of Inspections

Violations and Complaint Types Handled

	Township ordinance #
1	Nuisance ordinance #
3	Life Safety inspections
3	Zoning Issues 35
	Zoning fee collected
\$5,162.05	Total Income Madison / Adrian Twp

Activitie

Other Activities

- Numerous Building Code Questions from Residents
- Meetings with the Residents and Contractors On-Site
- Written Correspondence and Follow-Up
- Research on Issues and Laws
- Coordination of Tasks with Other Departments

Permit Revenue by Type

12/28/2023

Permit	Entry Type	Entries	Amount
	Building	15	2,646.25
	Electrical	25	924.00
	Mechanical	26	1,040.00
	PLUMBING	11	480.00
	Zoning	2	0.00
	Totals For Permit:	79	5,090.25
Grand Totals		79	5,090.25

Population: All Records

Transaction.DateToPostOn Between 12/8/2023
12:00:00 AM AND 1/5/2024 11:59:59 PM

Charter Township of Madison

Public Works Monthly Report

December 2023

- Water usage for the month of December was 8.5 million gallons.
- Sewer usage for the month of December was 7.3 million gallons.
- Water usage for Fairfield Twp. for the month of December was 1.0 million gallons.

Operations

- Work orders for the month of December were (32).
- Miss Digs for the month of December were (86). All Miss Digs were reviewed and serviced as needed.
- Water meters were read, and all work orders were completed.
- All sewer reads were submitted to the City of Adrian.
- Lift stations and generators were inspected for the month of December.
- Monthly operating report submitted to EGLE.
- Backwashing of iron filter as necessary.
- Monthly Drinking water sampling has been completed.
- Wastewater discharge sampling at water treatment plant.

Communications

- The Public works Department met with the Tech committee on December 14th to discuss and review a proposal from BS&A cloud Solutions along with a presentation from Steve Rennel that covered the benefits of moving to BS&A cloud. One major improvement is that township employees could access BS&A from the field which would greatly improve efficiency for each department that currently utilizes BS&A on a daily basis. The public works department does not currently have access to BS&A in our office or when working in the field.
- I received an updated Letter of engagement from Bendzinski & Co. to serve as our municipal financial advisor to assist with the bond sale for the water treatment plant improvement project.
- Northern well has completed the new well that was recently drilled. The next step moving the project forward is to put the remainder of the project out to bid soon.

Submitted by Tim Watterson
Department of public works Superintendent



Gary Griewahn
Supervisor
Janet Moden
Clerk
Harold Gregg
Treasurer

CHARTER TOWNSHIP OF MADISON

3804 S. ADRIAN HIGHWAY
ADRIAN, MI 49221
517-263-9313 Fax: 517-263-4569

TRUSTEES
Chad Rodgers
Matt Carpenter
Howard Bales
Rusty Benschoter

Minutes
Personnel Committee Meeting
Wednesday, December 20, 2023
9:00 AM

Attendance: Howard Bales, Chad Rodgers, Rusty Benschoter

Others Present: Chief Mike Shadbolt, Lt. David Gentner

Meeting was called to order at 9:00 A.M. to discuss the Police Chief contract for Lt. David Gentner to take over.

A motion was made by Howard to accept the contract with revised changes. Second Rusty. Motion passed 2-1

With no further business, Howard made a motion to adjourn, seconded by Rusty, and the meeting adjourned 9:26 A.M.

Respectfully Submitted,

Rusty Benschoter

CHARTER TOWNSHIP OF MADISON
 PLANNING COMMISSION Regular Meeting
 MADISON TOWNSHIP HALL
 3804 S. ADRIAN HIGHWAY
 DECEMBER 21, 2023
 7:00 p.m.

7:00 p.m. Planning Commission meeting called to order by Chairperson Johnson and Pledge of Allegiance said.

ROLL CALL

Planning commission members present: Chairperson Michelle Johnson, Vice-Chair Rusty Benschoter, Dale Thielan, Rodney Meeks, Norm Schutte, and Joyce Holtz.

Planning Commission members absent: Secretary Amy Hepker-Wilson.

Motion by Shutte seconded by Benschoter to excuse Hepker-Wilson absence **Motion Carried 6-0.**

Others in Attendance: David Rincon (Building/Zoning official), Burke Castleberry (township attorney), Janet Moden (Township Clerk) Heather Prewo, Tom Heikkinem , William Gira, Jason Hess, Cathy Thielan, Mario Cabrera, Emma Salazar, Christina Burziaga, Margaret Arute, Mary Bowen, Michael Bowen, John Hickman, and Debra Hickman.

APPROVAL OF November 16, 2023 Regular meeting minutes: Moved by Vice-Chair Benschoter, seconded by Schutte to approve. Motion carried 7-0.

PUBLIC COMMENT – Items on the Agenda: None

NEW BUSINESS

Historic District Overlay (HDO)

David Rincon presented an informative overview of the proposed Historic District Overlay Ordinance. The proposed ordinance would only pertain to certain older subdivisions in the High-Density Residential District (R-2). Currently, the minimum width requirement is 60 feet making many lots non-conforming compared to 50 feet in the select districts when initially platted. Other lot requirements in the proposed overlay is 20' front yard setback; 10' side yard; and 20' rear. This Historic District Overlay would allow current residents to rebuild on their lots if their homes were destroyed by fire, tornado, etc. It does not affect the homeowners' ability to remodel, do needed maintenance, etc. Homeowners are not restricted by "historic rules".

Public Hearing opened at 7:04pm.

Residents had concerns about the following:

- The word 'Historic'
- Property values
- Properties that would be covered under proposed ordinance

CLOSED PUBLIC HEARING at 7:14pm: Planning Commission Board discussed proposed Historic District Overlay Ordinance to include Geller Drive, Sunnyside, and Drexel Park subdivisions. Chairperson Johnson voiced concern about potential land-splits on Geller Drive, specifically properties that currently comply with existing zoning and not to encourage non-conforming lots. Attorney Castleberry advised land-splits could happen and are very difficult to prevent in any circumstance.

Motion Schutte, seconded by **Meeks** to recommend the Historic District Overlay Ordinance as proposed be sent to Township Board for consideration.

Roll Call vote: Benschoter-**yes**, Shutte-**yes**, Meeks-**yes**, Thielan-**yes**, Holtz-**yes**, Johnson-**no**. **Motion carried 6-1.**

PUBLIC COMMENT items not on the Agenda

Attorney Castleberry addressed concerns of Mr. Fishbaugh who was present but chose not to address the Planning Commission. Castleberry stated he had spoken in length to Fishbaugh prior to the meeting. The topic was Township Ordinance 39 which is not under the Planning Commission's jurisdiction. William Gira addressed his concerns regarding Fishbaugh's "blight" issues, stating it has been an ongoing problem for years. David Rincon discussed how property zoned Agriculture has set rules and a residential building in an agricultural zone does not qualify for the same code allowances as actual agricultural uses.

REPORTS:

Chairperson-None

Zoning – None

Township Official – None

ADJOURNMENT:

Motion by Vice-Chair Benschoter, seconded by Schutte to adjourn. Motion carried 6-0. Meeting was officially adjourned at 7:50pm.

Respectfully submitted

Dale Thielan, Planning Commission Member

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective January 13 , 2024, is by and between the Madison Charter Township Board, Charter Township of Madison, Lenawee County, State of Michigan hereinafter referred to as "Township" and David M. Gentner II, hereinafter referred to as "Employee".

RECITALS

WHEREAS, Employee has been employed with the Township since January 19th, 2018 and Employee is currently employed as Township Police Chief and has been so employed in that capacity since on or about January 13, 2024. Employee and Township desire to mutually define a future employment relationship for continuance of Employee as Township Police Chief; and

WHEREAS, it is the desire of the Township to provide certain benefits and establish certain terms and conditions of employment for Employee; and

WHEREAS, Employee desires to accept and continue employment as Township Police Chief pursuant to the provisions of this Agreement;

NOW, THEREFORE, in consideration of continued employment with Township and in consideration of the mutual covenants herein contained, Employee and Township agree as follows:

Section 1. Employment Basis. Employment of Employee is based on the terms of this Agreement.

Section 2. Duties. Employee's primary duties, functions and responsibilities include supervision, control, direction and cost-effective operation and administration of the Madison Charter Township Police Department, delivery of Department services and Department's police members, employed police personnel, programs, activities and property. Some duties, functions and responsibilities are set forth in Township's Job Description for the Police Chief position Noted as attachment A. Employee shall perform other permissible and proper duties, functions and responsibilities as requested by Township from time to time.

Section 3. Credentials. Employee shall at all times maintain in good standing licenses, registrations or certificates as may be required under applicable law and regulations and as Township required in the job description, or as township determines from time to time. Township shall provide funding to maintain credentials as well as time and cost to attend conferences to maintain credentials.

Section 4. Hours of Work. The position of Police Chief is a wage and hour exempt full-time, salaried position requiring Employee's full-time attention and best efforts. Due to the nature of the position and the needs of the Madison Charter Township Police Department, a recurring traditional work schedule is not available. Employee's work schedule can fluctuate from time to time including pay period to pay period, weekly and daily depending on circumstances. Employee is expected to be available and adhere thereto. Employee shall work a minimum of Eighty (80) hours each pay period. For any pay period during which Employee works less than the 80-hour pay period minimum, Employee is required to apply any unused accrued paid vacation, sick or personal time to satisfy the minimum requirement. Employee is not prohibited from working in excess of the 80-hour pay period minimum, however Employee shall not be compensated by Township for such additional time.

Section 5. Regular Compensation. Effective January 13, 2024, Employee shall be compensated at a gross annual salary of Seventy-six Thousand Five Hundred Dollars (\$76,500.00) subject to all applicable federal, state, and local withholdings and to any other deductions authorized by Employee and Township. Thereafter, annual increases on January 1 shall be as follows:

January 13, 2024	Seventy-Six Thousand Five Hundred Dollars	(\$76,500.00)
January 1, 2025	Four percent increase (4%)	(\$78,000.00)

Section 6. Non-Salary Benefits. Employee's fringe benefit package shall be as follows:

Life Insurance

Employee's Life Insurance benefit shall be in the amount of Twenty-Five Thousand Dollars (\$25,000.00) or current benefit offered by the Township.

Health Dental and Vision Insurance

Township shall purchase health, vision and dental insurance for employee and covered spouse from a competent carrier of its choice to provide benefits equivalent to the following:

BCBSM Simply Blue HSA Plan 2000/0%-370439, as referenced in Attachments B, copies of which are attached hereto and incorporated into this agreement. The plan will include a \$4000.00 family deductible. The Township will establish and fund 100% of the Health Savings Account and deposit in on January 1 of each year. The Township will be responsible for any and all bank administration fees that are associated with the Health Savings Accounts.

The employee shall be responsible for paying towards the premium cost of health insurance each pay period in the amount of one hundred twenty-five dollars (\$125) for the employee and spouse or 20% of the insurance premium cost, whichever is the lowest cost to the employee. In no case shall the employee's total cost exceed 20% of the premium.

In the event the employee elects not to take health insurance through the Township, upon proof to the Township that the employee has other insurance coverage, the Township shall pay to the employee ½ (**one-half**) of the savings to the Township as a result of the employee electing to not have Township Health insurance.

Cell Phone

The township shall provide a yearly stipend in the amount of \$600.00 paid at the first pay in January, for use of employee-owned phone or pay the current Police Department's cell phone bill contract.

Paid Leave

Employee shall receive eighty (80) hours of sick time per year and may accumulate up to 240 hours of sick hours. The employee will be reimbursed for accumulated sick hours at the employee's regular rate of pay when accumulation exceeds 240 hours.

Vacation leave shall be granted to employee in accordance with the following schedule:

Length of Service

Days per year / Hours

Five (5) through nine (9) years	Five (5) through nine (9) years (96) Hrs.
Ten (10) through fourteen (14) years	Ten (10) through fourteen (14) years (120) Hrs.
Fifteen (15) to Nineteen (19) years	Fifteen (15) to Nineteen (19) years (140) Hrs.
Twenty (20) through twenty-four (24) years	Twenty (20) through twenty-four (24) years (160) Hr
Twenty-five (25) or more years	Two hundred (200) Hrs.

Employee may accumulate a maximum of 40 Hours of unused vacation time in vacation bank. Any amount over 40 hours of unused vacation, will be paid out at the end of the calendar year, per the Employee Handbook.

Compassionate Leave: The Township agrees to provide employee paid compassionate leave as provided by the most current Township handbook, plus include any grandchildren or step-grandchildren.

Retirement Benefits

Retirement benefits shall be provided in accordance with the provisions of the Michigan Municipal Employees Retirement System Plan B-2 with a two (2%)-percent multiplier with a five (FAC-5) year average compensation, ten (10) year vesting and age of retirement of sixty (60).

The employee may choose to participate in a secondary retirement investment plan. The employee will be responsible for all monetary requirements of selected investment plan; The Township agrees to establish a Section 125 plan for investment plans that are pre-tax investments or withdraw post tax monies from employees' biweekly pays to forward payments to employees established investment plan.

Section 7. Vehicle. A Township vehicle shall be made available to Employee for use in performance of Employee's duties, functions, and responsibilities. Employee is permitted to take vehicle home provided, vehicle is duly licensed in State of Michigan and further provided, that Employee uses vehicle in responding to emergencies and other police type activities as needed after completion of the workday. The take-home vehicle may not be used outside the County of Lenawee for personal purposes.

Section 8. Meetings. Employee shall be available for attendance at regular or special meetings of the Madison Charter Township Board, and other Commissions, Authorities, Boards and Committees as requested from time to time and shall receive no additional compensation for attending.

Section 9. Professional Development and Memberships. Employee's attendance at work-related seminars, conferences and training shall be compensated provided that, such expenditure has been budgeted by Township and is available. Employee will not be compensated by Township for Employee's attendance at a seminar, conference or training at which Employee is functioning as an instructor for which Employee is receiving non-Township compensation. Work-related membership and association fees shall be paid by Township, provided that such expenditure has been budgeted by Township and is available.

Section 10. Township Policies and Procedures. Except as may be altered in this Agreement, Employee agrees to abide by and fully comply with all generally applicable Township policies and procedures as established from time to time and with policies and procedures specific to the Madison Charter Township Police Department as established from time to time.

Section 11. Use and Non-Disclosure of Confidential and Proprietary Information. During Employee's employment with Township and at any time following termination of the employment relationship and except as required in the performance of Employee's authorized duties, functions and responsibilities on behalf of the Township, Employee shall hold in strictest confidence and shall not remove from the Township's premises and shall not use for Employee's own or others benefit and shall not directly or indirectly disclose, reveal, reproduce, distribute, transmit, disassemble, decompile, transfer or otherwise make available confidential and proprietary documents and information of the Township to Township employees or to outside individuals or entities or aid others in doing so unless specific documented advance permission to do so has been given the Employee by a Township Official having authority to grant permission. Confidential and proprietary information includes but is not limited to all documents or information valuable to the Township and not generally known to the public.

Section 12. Longevity Pay Employee shall receive the current rate of pay under the current Employee Handbook for years of service for an employee hired after January 2, 2012. Employee shall receive 500 hundred dollars (\$500.00) for every five years of service, with a maximum allowance of \$2,000.00. Longevity pay shall be paid at the completion of the employee's 5th, 10th, 15th, 20th, 25th, 30th, etc. years of service. 20 years or more of service will only receive the maximum amount allowed under the employee policy or handbook.

Section 13. Conflicts of Interest. Employee shall have a continuing duty to disclose to the Township any and all interests of the Employee which are or may be viewed as conflicting with Employee's employment with the Township or with the interests of the Township. Examples of potential conflicts include: (1) financial or other relationship with Township suppliers, service providers or others doing business with the Township; (2) employment with any other employer; (3) acceptance of gifts, gratuities, or entertainment from outside sources at a level which might tend to influence judgment, or which might create the appearance of impropriety; (4) associating Township name with an outside business, activity, or political initiative. No other outside employment shall be allowed without the consent of the Township Supervisor.

Section 14. Education. Employee will be required to complete and receive a bachelor's degree by January 2027. If the employee needs an extension to complete this requirement prior approval must be granted by the Township Supervisor. If the employee is unable to fulfil this requirement, this contract may be terminated by the Township.

Section 14. Applicable Law. The terms of this Agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

Section 15. Indemnification. The Township shall defend, save harmless and indemnify the Chief against any tort, Professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of the Chief's duties, except for willful or malicious acts. The Township will compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 16. Amendment or Modification. This Agreement may not be amended or modified except in writing signed by Employee and a Township Official having authority to enter into such amendment or modification on behalf of the Township.

Section 17. Normal Term of Agreement. This Agreement shall be effective January 13, 2024 and continue in effect through December 31, 2027 unless Employee or Township issue written notice to the other party of intent to terminate the Agreement. In order to be effective, such written notice must be received by the other party no later than ninety (90) calendar days prior to December 31, 2027.

Section 18. Termination of Employment Prior to Normal Expiration of Agreement.

Employee's Termination of Employment. In the event Employee elects to voluntarily depart employment ending the employment relationship and thereby prematurely terminating this Agreement prior to December 31, 2027, then Employee shall give Township at least thirty (30) calendar day notice in advance of departure date unless Employee and Township otherwise agree in writing. Should Employee fail to provide Township with timely advanced notice of intent to depart employment, Employee shall reimburse Township for any seminar, conference, training, membership, or association fees paid on Employee's behalf during the twenty-four (24) months preceding the Employee's departure date and any of Employee's unused accrued paid vacation, sick and personal time shall be forfeited.

Township's Termination of Employment. Nothing in this Agreement shall prohibit Township from terminating Employee 's employment relationship at any time without notice prior to December 31, 2027, for reason of Employee's misconduct or for reason of Employee's nonperformance or mis-performance of Employee's duties and responsibilities. In the event Township elects to terminate Employee's employment relationship for reasons other than misconduct, nonperformance or mis-performance thereby prematurely terminating this Agreement prior to December 31, 2027, then Employee shall be entitled to Three (3) months' severance pay, Insurance coverage and pay out of any of Employee's unused accrued paid vacation, sick and personal time.

Section 19. Partial Invalidity. If any part of this Contract is subsequently determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining parts of the Contract.

Section 20. Arbitration. Any controversy arising in any way out of this Contract or out of the employment relationship between the employee and the Township Supervisor that is based upon any theory derived from common law or from any right or cause of action granted by the state of federal statutes shall be resolved by the American Arbitration Association, whose decision shall be final and binding upon the parties and a judgment by the Lenawee County Circuit Court shall be rendered upon the award made pursuant to the arbitration proceeding in accordance with MCLA 600.5001 as amended. The initial arbitration fee shall be paid equally by the Employee and the Township. After the arbitration decision is rendered, the losing party shall reimburse the other party for customary and appropriate legal costs involved in the arbitration plus the other party's portion of the initial arbitration fee.

Section 21. Entire Agreement. This Contract contains the entire agreement of the parties and can be modified only by a properly executed written agreement.

IN WITNESS WHEREOF: Employee and an authorized Representative of the Madison Charter Township Board have executed this Agreement on the dates indicated.

MADISON CHARTER TOWNSHIP BOARD:

EMPLOYEE:

By: _____

By: _____

Gary Griewahn / Township Supervisor

David M. Gentner II / Chief of Police

Dated: _____

Dated: _____

CHARTER TOWNSHIP OF MADISON

Gary Griewahn
Supervisor
Janet Moden
Clerk
Harold Gregg
Treasurer

3804 S. ADRIAN HIGHWAY
ADRIAN, MI 49221
517-263-9313 Fax: 517-263-4569

TRUSTEES
Howard Bales
Matt Carpenter
Ralph Benschoter
Chad Rodgers

December 28, 2023

Carl Walworth located at 2640 E Beecher Rd Road has requested a land split, Tax ID MD0-101-4925-00 currently zoned R-1 the proposed split will create two parcels and the area of 1.126 acres will be split off the original 2.707 acres all parcels would meet the road frontage requirements. It would be my recommendation of the approval on the request split.



David Rincon,

Madison Township
Building Official
Zoning Official
Fire Inspector1



BRING OR MAIL TO:
Madison Charter Township
3804 S. Adrian Hwy
Adrian, MI 49221

Land Division Application

*Up to **45 DAY** processing time from when completed Land Division Paperwork is returned to township office.

You MUST answer all questions and include all attachments or this will be returned to you.

Approval of a division of land is required before it is sold, when the new parcel is less than 40 acres and not just a property lot line adjustment. (Sec. 102 e & f)

Where you want this form sent when review is completed:

Name: Carl Walworth
Address: 2640 E. Beecher St
City/State/Zip: Adrian, Mich 49221

This form is designed to comply with applicable local zoning land division ordinances and 109 of the Michigan Land Division Act (formerly the subdivision control act (Particularly by PA 591 of 1996. M.C.L. 560.101 et seq.) PA. 288 of 1967 as amended)

1. Location of parent parcel to be split:
Address: 2640 E. Beecher St.
Township/City: Madison/Adrian Parent Parcel:

2. Property owner information:
Name: Carl + Emily Walworth Phone: 1714-507-0771
Address: 2640 E. Beecher St., Adrian, MI.
Contact Name if applicant is not a person: Emily Walworth (1-714-507-0832)

3. Applicant Information (if not parcel owner)
Name: _____ Phone: _____
Address: _____
Contact Name if applicant is not a person: _____

4. PROPOSAL: Describe Division(s) being proposed:
A. Number of new parcels 1
B. Intended Use (residential, commercial, etc.) 1
C. The division of the parcel provides access to an existing public roadway by: (check one)
 Each new division has frontage on an existing road:
 A new public road, proposed road name: _____
 A new private road or easement, proposed road name: _____
 A recorded casement (driveway). (Cannot service more than one potential site)
Attach legal description of the proposed new road, easement or shared driveway
Attach legal description of each proposed new parcel

5. FUTURE DIVISIONS being transferred from the parent parcel to another parcel.
Indicate number of transferred 1
(See section 109(2) of the statute. Make sure your deed includes both statements required in Section 109(3 & 4) of the statute.)

6. DEVELOPMENT SITE LIMITS Check each that represents a condition which exists of the parent parcel
 Lake or riverfront parcel
 Includes wetlands
 Includes beach
 Within a floodplain
 Includes slopes more than 25% (a 1:4 or 14 degree angle) or steeper
 Is on muck soils or soils known to have severe limitations for on site sewage systems
 Is known or suspected to have an abandoned well, underground storage tank or contaminated soils

7. ATTACHMENTS

Item 1.

- A. Survey, sealed by professional surveyor of proposed division(s) of PARENT PARCEL or a scale map\ drawing of proposed division(s) of parent parcel which must show:
 1. Current boundaries (as of March 31, 1997)
 2. All previous divisions made after March 31, 1997 (Indicate when made or none)
 3. Proposed division(s)
 4. Dimensions of the proposed divisions
 5. Existing and proposed road/easement right-of-way
 6. Easements for public utilities from each parcel to existing public utility facilities
 7. Any existing improvements (building, wells, septic system, driveways, etc.)
 8. Any of the features checked in question number 6
- B. If under 1 acre: A septic system permit or soil evaluation prepared by the Health Department that a permit will issue for each proposed parcel or in the alternative evidence that each proposed parcel is serviced by a public sewer system
- C. If under 1 acre: A well permit or an evaluation/indication prepared by the Health Department that approval will occur for potable water for each proposed parcel or in the alternative, evidence that each proposed parcel is serviced by a Public Water System.
- D. Indication of approval of permit from the Lenawee County Road Commission, MDOT or respective municipal street administrator for each proposed new road, easement or shared driveway.
- E. A copy of any transferred division rights (109(4) of the Act) in the parent parcel.
- F. A fee of \$ 150
- G. Other: _____

8. IMPROVEMENTS Describe an existing improvements (buildings, wells, septic, etc.) Which are on the parent parcel or indicate none: NA

9. AFFIDAVIT and permission for municipal, county and state officials to enter the property for inspections: I agree the statements made above are true and if found not to be true, this application and any approval will be void. Further, I agree to comply with the conditions and regulations provided with this parent parcel division. Further I agree to give permission for officials of the municipality, county and the State of Michigan to enter the property where this parcel division is proposed for purposes of inspection to verify that information on the application is correct at a time mutually agreed with the applicant. Finally, I understand this is only a parcel division which conveys only certain rights under the applicable local land division ordinance and the State Land Division Act (formerly the Subdivision Control Act, PA288 of 1967, as amended (particularly by PA 591 of 1996), M.C.L. 560.101 et seq.) and does not include any representation or conveyance of rights in any other statute, building code, zoning ordinance, deed restriction or other property rights. Finally, even if this division is approved, I understand zoning, local ordinances and State Acts change from time to time and if changed, the division(s) made here must comply with the new requirements (apply for division approval again) unless deeds, land contracts, leases or surveys representing the approved division(s) are recorded with the Register of Deeds or the division is built upon before the changes to the laws are made.

Property Owner's Signature: Carl W. Wolsinger

For Official Use Only:

Reviewer's Action: Total: \$ 150.00 Receipt # 157772

Approved: Conditions, if any: _____

Denied: Reasons (cite): _____

Signature & Date: _____

CERTIFIED BOUNDARY SURVEY

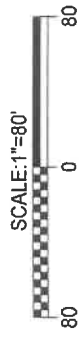
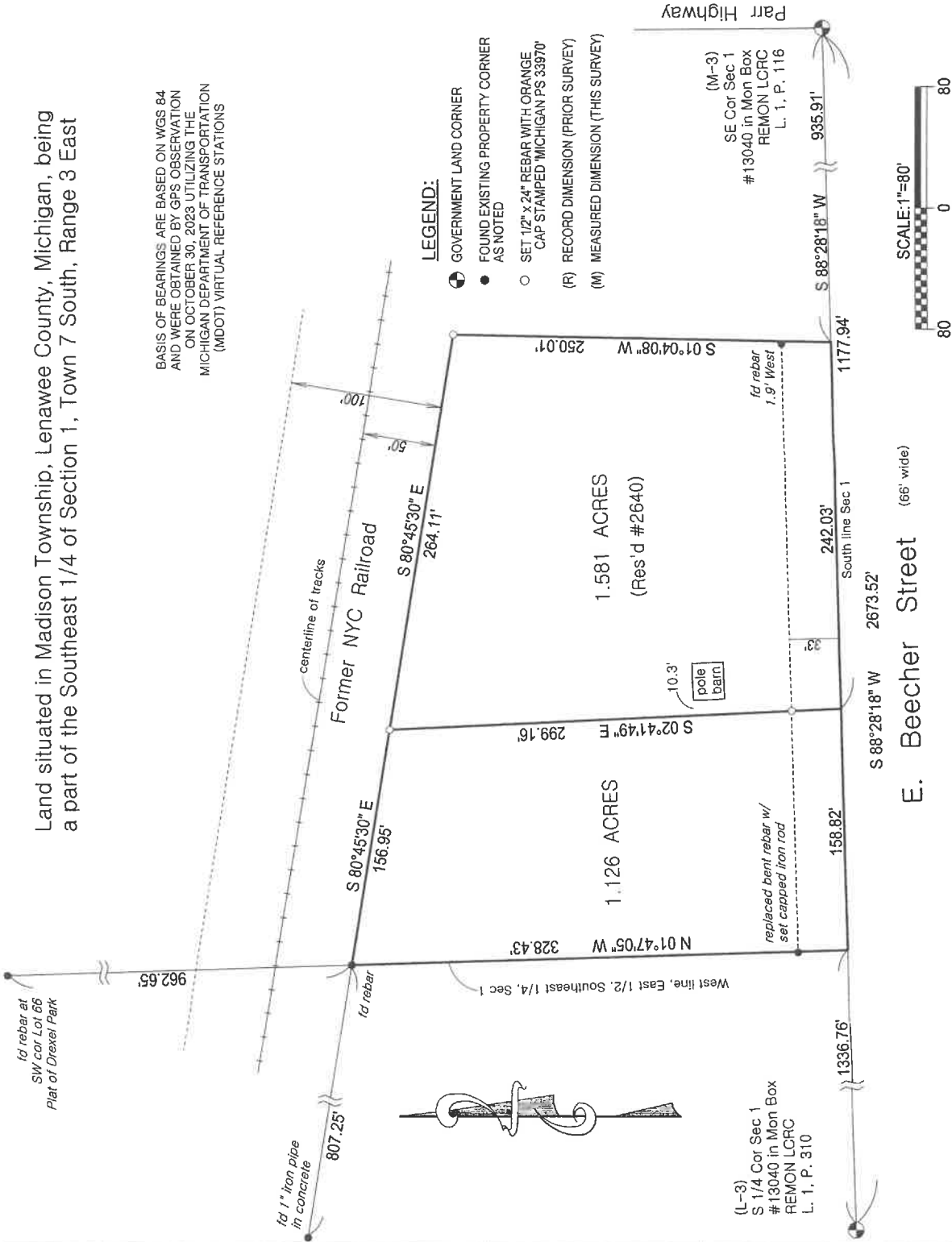
Item 1.

Land situated in Madison Township, Lenawee County, Michigan, being a part of the Southeast 1/4 of Section 1, Town 7 South, Range 3 East

BASIS OF BEARINGS ARE BASED ON WGS 84 AND WERE OBTAINED BY GPS OBSERVATION ON OCTOBER 30, 2023 UTILIZING THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) VIRTUAL REFERENCE STATIONS

LEGEND:

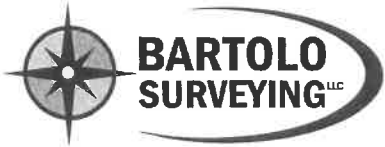
- GOVERNMENT LAND CORNER
- FOUND EXISTING PROPERTY CORNER
- AS NOTED
- SET 1/2" x 24" REBAR WITH ORANGE CAP STAMPED MICHIGAN PS 83970
- RECORD DIMENSION (PRIOR SURVEY)
- MEASURED DIMENSION (THIS SURVEY)



CLIENT: CARL WALWORTH

JOB NO: 2307031-A

DATE: OCTOBER 30, 2023



131 E. FRONT STREET
 ADRIAN, MICHIGAN 49221-2726
 PHONE: (517) 265-6887
 FAX: (517) 263-6021
 E-MAIL: BARTOLOSURVEYING@YAHOO.COM



I hereby certify I have surveyed the parcel of land above described and delineated hereon, and the relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of Professional Surveying. I certify that the requirements for PA 132 of 1970, MCL 54.213, have been met. If the signature on this plan is not violet colored, the plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies. This paper is an important document regarding your property. Please file it with other important documents such as deeds, title policies, etc.

Item 1.

CERTIFIED BOUNDARY SURVEY

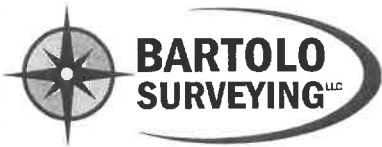
Description of a 1.581 Acre Parcel (with Res'd # 2640 E. Beecher Street) Land situated in Madison Township, Lenawee County, Michigan, being a part of the Southeast 1/4 of Section 1, Town 7 South, Range 3 East, further described by Michael J. Bartolo, Professional Surveyor, as commencing at the Southeast Corner of Section 1; thence South 88°28'18" West, 935.91 feet along the South line of Section 1 (centerline of E. Beecher Street) for a point of beginning; thence continuing South 88°28'18" West, 242.03 feet along said line and said street; thence North 02°41'49" East, 299.16 feet to the South right of way line of the former NYC Railroad; thence South 80°45'30" East, 264.11 feet along said right of way; thence South 01°04'08" West, 250.01 feet to the point of beginning. Contains 1.581 Acres, more or less. Subject to highway, easements, and restrictions of record.

Description of a 1.126 Acre Parcel of Land Land situated in Madison Township, Lenawee County, Michigan, being a part of the Southeast 1/4 of Section 1, Town 7 South, Range 3 East, further described by Michael J. Bartolo, Professional Surveyor, as commencing at the Southeast Corner of Section 1; thence South 88°28'18" West, 1177.94 feet along the South line of Section 1 (centerline of E. Beecher Street) for a point of beginning; thence continuing South 88°28'18" West, 158.82 feet along said line and said street to the West line of the East 1/2 of the Southeast 1/4 of Section 1; thence North 01°47'05" West, 328.43 feet along said line to the South right of way line of the former NYC Railroad; thence South 80°45'30" East, 156.95 feet along said right of way; thence South 02°41'49" East, 299.16 feet to the point of beginning. Contains 1.126 Acres, more or less. Subject to highway, easements, and restrictions of record.

CLIENT: CARL WALWORTH

JOB NO: 2307031-A

DATE: OCTOBER 30, 2023



131 E. FRONT STREET
 ADRIAN, MICHIGAN 49221-2726
 PHONE: (517) 265-6887
 FAX: (517) 263-6021
 E-MAIL: BARTOLOSURVEYING@YAHOO.COM



I hereby certify I have surveyed the parcel of land above described and delineated hereon, and the relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of Professional Surveying. I certify that the requirements for PA 132 of 1970, MCL 54.213, have been met. If the signature on this plan is not violet colored, the plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies. This paper is an important document regarding your property. Please file it with other important documents such as deeds, title policies, etc.

CHARTER TOWNSHIP OF MADISON

Gary Griewahn
Supervisor
Janet Moden
Clerk
Harold Gregg
Treasurer

3804 S. ADRIAN HIGHWAY
ADRIAN, MI 49221
517-263-9313 Fax: 517-263-4569

TRUSTEES
Howard Bales
Matt Carpenter
Ralph Benschoter
Chad Rodgers

December 28, 2023

Keith Truckor located at 1178 West Gorman Road has requested a land split, Tax ID MD0-134-2870-00 currently zoned AG-1 the proposed split will create two parcels and the area of 2.26 acres will be split off the original 37.71 acres all parcels would meet the road frontage requirements. It would be my recommendation of the approval on the request split.



David Rincon,

Madison Township
Building Official
Zoning Official
Fire Inspector1



BRING OR MAIL TO:
Madison Charter Township
3804 S. Adrian Hwy
Adrian, MI 49221

Land Division Application

*Up to **45 DAY** processing time from when completed Land Division Paperwork is returned to township office.

You MUST answer all questions and include all attachments or this will be returned to you.

Approval of a division of land is required before it is sold, when the new parcel is less than 40 acres and not just a property lot line adjustment. (Sec. 102 e & f)

Where you want this form sent when review is completed:

Name: KEITH TRUCKOR
Address: 15385-Co.Rd. 2
City/State/Zip: METAMORA, OHIO 43540

This form is designed to comply with applicable local zoning land division ordinances and 109 of the Michigan Land Division Act (formerly the subdivision control act (Partiucularly by PA 591 of 1996. M.C.L. 560.101 et seq.) PA. 288 of 1967 as amended)

1. Location of parent parcel to be split:
Address: 1178 WEST GORMAN Rd.
Township/City: ADRIAN, MICHIGAN Parent Parcel: 89221

2. Property owner information:
Name: KEITH TRUCKOR Phone: 414-467-1650
Address: 15385-Co.Rd. 2, METAMORA, OHIO 43540
Contact Name if applicant is not a person: _____

3. Applicant Information (if not parcel owner)
Name: _____ Phone: _____
Address: _____
Contact Name if applicant is not a person: _____

4. PROPOSAL: Describe Division(s) being proposed:
A. Number of new parcels 1
B. Intended Use (residential, commercial, etc.)
C. The division of the parcel provides access to an existing pubic roadway by: (check one)
 Each new division has frontage on an existing road:
 A new public road, proposed road name: _____
 A new private road or easement, proposed road name: _____
 A recorded casement (driveway). (Cannot service more than one potential site)
Attach legal description of the proposed new road, easement or shared driveway
Attach legal description of each proposed new parcel

5. FUTURE DIVISIONS being transferred from the parent parcel to another parcel.
Indicate number of transferred 0
(See section 109(2) of the statute. Make sure your deed includes both statements required in Section 109(3 & 4) of the statute.)

6. DEVELOPMENT SITE LIMITS Check each that represents a condition which exists of the parent parcel
 Lake or riverfront parcel
 Includes wetlands
 Includes beach
 Within a floodplain
 Includes slopes more than 25% (a 1:4 or 14 degree angle) or steeper
 Is on muck soils or soils known to have severe limitations for on site sewage systems
 Is known or suspected to have an abandoned well, underground storage tank or contaminated soils

7. ATTACHMENTS

- A. Survey, sealed by professional surveyor of proposed division(s) of PARENT PARCEL or a scale map\ drawing of proposed division(s) of parent parcel which must show:
 1. Current boundaries (as of March 31, 1997)
 2. All previous divisions made after March 31, 1997 (Indicate when made or none)
 3. Proposed division(s)
 4. Dimensions of the proposed divisions
 5. Existing and proposed road/easement right-of-way
 6. Easements for public utilities from each parcel to existing public utility facilities
 7. Any existing improvements (building, wells, septic system, driveways, etc.)
 8. Any of the features checked in question number 6
- B. If under 1 acre: A septic system permit or soil evaluation prepared by the Health Department that a permit will issue for each proposed parcel or in the alternative evidence that each proposed parcel is serviced by a public sewer system
- C. If under 1 acre: A well permit or an evaluation/indication prepared by the Health Department that approval will occur for potable water for each proposed parcel or in the alternative, evidence that each proposed parcel is serviced by a Public Water System.
- D. Indication of approval of permit form the Lenawee County Road Commission, MDOT or respective municipal street administrator for each proposed new road, easement or shared driveway.
- E. A copy of any transferred division rights (109(4) of the Act) in the parent parcel.
- F. A fee of \$ _____
- G. Other: _____

8. IMPROVEMENTS Describe an existing improvements (buildings, wells, septic, etc.) Which are on the parent parcel or indicate none: see attached.

9. AFFIDAVIT and permission for municipal, county and state officials to enter the property for inspections: I agree the statements made above are true and if found not to be true, this application and any approval will be void. Further, I agree to comply with the conditions and regulations provided with this parent parcel division. Further I agree to give permission for officials of the municipality, county and the State of Michigan to enter the property where this parcel division is proposed for purposes of inspection to verify that information on the application is correct at a time mutually agreed with the applicant. Finally, I understand this is only a parcel division which conveys only certain rights under the applicable local land division ordinance and the State Land Division Act (formerly the Subdivision Control Act, PA288 of 1967, as amended (particularly by PA 591 of 1996), M.C.L. 560.101 et seq.) and does not include any representation or conveyance of rights in any other statute, building code, zoning ordinance, deed restriction or other property rights. Finally, even if this division is approved, I understand zoning, local ordinances and State Acts change from time to time and if changed, the division(s) made here must comply with the new requirements (apply for division approval again) unless deeds, land contracts, leases or surveys representing the approved division(s) are recorded with the Register of Deeds or the division is built upon before the changes to the laws are made.

Property Owner's Signature: Keith Tumbler

For Official Use Only:

Reviewer's Action: Total: \$ _____ Receipt # _____

Approved: Conditions, if any: _____

Denied: Reasons (cite): _____

Signature & Date: _____

REMAINDER DESCRIPTION

The Southeast 1/4 of the Northeast 1/4 of Section 34, Town 7 South, Range 3 East, excepting therefrom the East 295 feet thereof. ALSO, a strip of land of the uniform width of 12 1/2 rods from off and across the East side of the Southwest 1/4 of the Northeast 1/4 of Section 34, Town 7 South, Range 3 East.

ALSO EXCEPTING THEREFROM all that part of the Northeast 1/4 of Section 34, Town 7 South, Range 3 East, described as beginning on the south line of said Northeast 1/4 of Section 34 aforesaid, 850.55 feet South 88° 15' 06" West from the East 1/4 corner of said Section 34; thence South 88° 15' 06" West 240.31 feet along said south line of the Northeast 1/4 of Section 34; thence North 01° 44' 54" West 409.74 feet; thence North 88° 15' 06" East 240.31; thence South 01° 44' 54" East 409.74 feet to the point of beginning.



Lenawee County G.I.S
 301 N. MAIN ST
 OLD COURTHOUSE 1ST FLOOR
 ADRIAN, MI. 49221
 PHONE: (517)264-4522
 FAX: (517)264-4529

MD0-134-2870-00
1178 W GORMAN RD



1 inch = 200 feet

*NOTE: THIS MAP IS INTENDED FOR REFERENCE ONLY. LENAWEE DOES NOT WARRANT THE ACCURACY OF THIS MAP AND IT IS NOT INTENDED AS A REPLACEMENT FOR A SURVEY.

CERTIFICATE OF SURVEY

Description
Madison Township, Lenawee County, Michigan

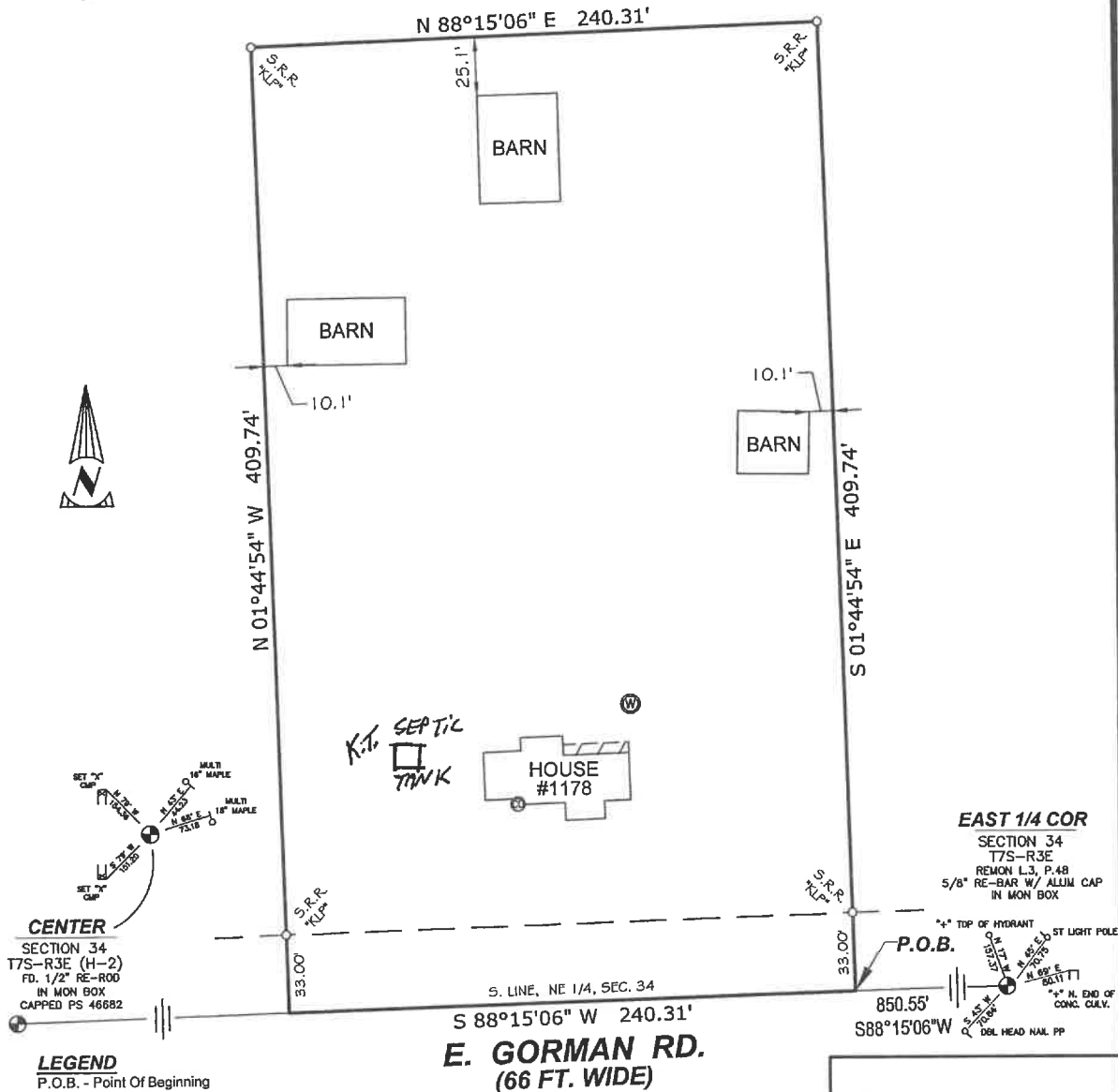
Item 2.

All that part of the Northeast 1/4 of Section 34, Town 7 South, Range 3 East, described as beginning on the south line of said Northeast 1/4 of Section 34 aforesaid, 850.55 feet South 88° 15' 06" West from the East 1/4 corner of said Section 34; thence South 88° 15' 06" West 240.31 feet along said south line of the Northeast 1/4 of Section 34; thence North 01° 44' 54" West 409.74 feet; thence North 88° 15' 06" East 240.31 feet; thence South 01° 44' 54" East 409.74 feet to the point of beginning.

Containing 2.26 acres.

Subject to highway easements and all other easements and restrictions of record, if any.

Basis of bearing based on the Michigan State Plane coordinate system South Zone. Bearings are for the express purpose of showing angular measurements only.



LEGEND
P.O.B. - Point Of Beginning
S.R.R. - Set Re-rod
⊙ Well
⊕ Cleanout

GRAPHIC SCALE
0 30 60

Drawn By	Checked By
RDD	KLP

STATE OF MICHIGAN

KEVIN LAVERNE PICKFORD

PROFESSIONAL SURVEYOR

No. 4001046682

LICENSED PROFESSIONAL SURVEYOR

Kevin L. Pickford
Professional Surveyor No. 4001046682

W:\Projects\2023\800-999\2300955\CAD\SURV\C3D\2300955 1178 W GORMAN RD.dwg

FOR: Keith Truckor	JOB No.: 2300955
SCALE: 1 inch = 60 feet	DATE: December 5, 2023

I hereby certify that I have surveyed the parcel of land described and delineated herein; that the relative positional precision of each corner is within the accepted standards of professional surveying; and that all the requirements of P.A. 132, 1970, as amended, have been complied with. This certificate of survey is for the exclusive use of the person(s) or entity named on this certificate and this certification does not extend to any unnamed third party.



237 NORTH MAIN STREET
ADRIAN, MI 49221
TEL: 517.263.4515
FAX: 517.263.4535

Proposal for:
Madison Charter Township, Lenawee County MI

April 6, 2023

Quoted by: Steve Rennell

Software and Services for BS&A Cloud Upgrade



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Upgrade - Cloud Modules

Financial Management

General Ledger	\$2,520
Accounts Payable	\$2,135
Cash Receipting	\$2,135
Utility Billing (<i>approximately 2,100 utility accounts</i>)	\$1,890

Community Development

Building Department	\$3,305
---------------------	----------------

Property

Assessing	\$2,755
Tax	\$2,395
Special Assessment	\$1,275

Subtotal **\$18,410**

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$13,250

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	9		\$9,000
Financial Management Modules	Days:	9		\$9,000
Community Development Modules	Days:	4		\$4,000
Property Modules	Days:	3		\$3,000
	Total:	25	Subtotal	\$25,000

Cost Totals

Not including Annual Service Fees

Modules	\$18,410
Project Management and Implementation Planning	\$13,250
Implementation and Training	\$25,000

Total Proposed **\$56,660**

Travel Expenses \$3,940

Hosting Fees \$4,700

Payment Schedule

- 1st Payment: **\$13,250** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$23,110** to be invoiced at activation of customer’s site.
- 3rd Payment: **\$28,940** to be invoiced upon completion of training.

Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Financial Management	
General Ledger	\$2,520
Accounts Payable	\$2,135
Cash Receipting	\$2,135
Utility Billing	\$1,890
Community Development	
Building Department	\$3,305
Property	
Assessing	\$2,755
Tax	\$2,395
Special Assessment	\$1,275
Total Annual Service Fees	\$18,410

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$4,700

Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

		Quantity		Cost
Epson THM-6000V Series Receipt Printer*	\$925	x	_____	= \$_____
APG Series 100Cash Drawer**	\$250	x	_____	= \$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250	x	_____	= \$_____
Credit Card Reader (if using Invoice Cloud)	\$75	x	_____	= \$_____

This will add \$_____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer_____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

- Classroom training, \$205/person/day
- On-site training (unlimited attendees), \$1,000/day, travel not included

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).



MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

Item 4.

Quote # QT1712591
 Date 10/03/2023
 Expires 07/06/2023
 Sales Rep Bittikofer, Rob
 PO # Firedex/ Tec Gen 71 FXR
 Shipping Method FedEx Ground
 Customer Madison Twp Fire Dept (MI)
 Customer # C242718

Bill To

Madison Twp Fire Dept (MI)
 3804 S. Adrian Highway
 Adrian MI 49221
 United States

Ship To

Madison Twp Fire Dept (MI)
 4008 S. Adrian Highway
 Adrian MI 49221
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FIRE-DEX	FWID188874		FWID188874 Custom FIRE-DEX Tec Gen 71FXR Coat	3	\$1,900.00	\$5,700.00
FIRE-DEX	FWID188874		FWID188874 Custom FIRE-DEX Tec Gen 71 FXR Pant	3	\$1,450.00	\$4,350.00

Subtotal \$10,050.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$10,050.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1712591

Addendum to Fee Agreement

Madison Township ("TOWNSHIP"), of 3804 S. Adrian Hwy Adrian, MI 49221, and Castleberry & Lucas ("ATTORNEYS") OF 7577 US 12, Onsted, Michigan 49265 agree as follows:

1. This addendum is to modify the paragraph titled "Compensation of Attorneys" contained within the Fee Agreement between the Township and Attorneys.
2. The purpose of this addendum is to allow the Township a more cost-effective payment arrangement for criminal prosecution services. This addendum ONLY applies to criminal prosecution services.
3. Attorneys shall provide criminal prosecution services for all township ordinances.
4. The fee schedule for criminal prosecution services shall be:
 - a. Review of police reports and violation tickets, preparation of warrants, and all other pre charge pleadings or filings shall be a flat fee of \$50.
 - b. Preparation of and attendance at pre-trial hearings and settlement conferences shall be a flat fee of \$100.
 - c. Preparation of and attendance at motions, formal hearings, non-jury trials, and jury trials shall be billed at the same hourly rate and terms indicated in the paragraph titled "Compensation of Attorneys" of the fee agreement (\$200 per hour).
 - d. Preparation of and attendance at any appellate issue shall be billed at the same hourly rate and terms indicated in the paragraph titled "Compensation of Attorneys" of the fee agreement (\$200 per hour).

5. All other terms and conditions of the fee agreement remain the same unless further changed in writing.

Dated: _____, 2024

MADISON TOWNSHIP

By: Gary Griewahn
Its: Supervisor

Dated: _____, 2024

CASTLEBERRY & LUCAS

R. Burke Castleberry, Jr.

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
TOWNSHIP OF MADISON**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and Township of Madison ("Public Body") 4008 S Adrian Hwy, Adrian, MI 49221 . County and Public Body may also be referred to jointly as "Parties".

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

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

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

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the Township of Madison 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. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.

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

Exhibit XII: Data Sharing

Exhibit XIII: Pictometry Licensed Products

Exhibit XIV: Security Best Practice Advice

2. **COUNTY RESPONSIBILITIES.**

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

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

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

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

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

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

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

3. **PUBLIC BODY RESPONSIBILITIES.**

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

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

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

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

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

4. DURATION OF INTERLOCAL AGREEMENT.

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

5. PAYMENTS.

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

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

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

6. ASSURANCES.

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

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

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

7. USE OF CONFIDENTIAL INFORMATION

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

8. DISCLAIMER OR WARRANTIES.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.
9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Chief Information Officer of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Chief Information Officer of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the

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

11. TERMINATION OR CANCELLATION OF AGREEMENT.

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Chief Information Officer of Information Technology.

12. SUSPENSION OF SERVICES. County, through its Chief Information Officer of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section I I. 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: Township Supervisor Gary Griewahn, 4008 S Adrian Hwy, Adrian, MI 49221.
- 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, Gary Griewahn hereby acknowledges that he/she has been authorized by a resolution of the Township of Madison, 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: _____
Gary Griewahn
Township Supervisor

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 VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

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

2.0 PUBLIC BODY RESPONSIBILITIES

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

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OAKNET CONNECTIVITY**

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

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

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

4.0 SERVICE AND SUPPORT COSTS

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

5.0 LICENSE USE AND ACCESS

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

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

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

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

The Parties agree to the following terms and conditions:

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

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CLEMIS

- 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

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regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

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- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**
- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body’s data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act (“FOIA”) requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body’s data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body’s data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County’s response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body’s data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the

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third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

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

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

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

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Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

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

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

I.T. SERVICES AGREEMENT-EXHIBIT X
 Approved by CLEMIS Strategic Planning Committee 03/11/21
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concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

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

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10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

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Approved by CLEMIS Strategic Planning Committee 03/11/21
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ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

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

Tier 1

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

Tier 2

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

Tier 2.5

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

Tier 3

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

Tier 4 Rescinded

Tier 5 Rescinded

Tier 6 (eCLEMIS)

19 or more FTE's 6 – 18 FTE's 1 – 5 FTE's

Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

Tier 8 Jail Management (outside Oakland County)

Federal Departments, Offices, or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

District Court in Oakland County (excluding 52nd District Courts)

Pays CLEMIS Fee: received ticket data load and CLEMIS Citation Payment Application is optional.

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

District Court outside Oakland County

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

Does not Pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment application.

Circuit Court (outside Oakland County, does not contribute any data)

Approved by SP Committee 7-08-15
Approved by CLEMIS Advisory Committee 7-16/15
Approved by BOC 8-13-15

- Prosecutor Office** (outside Oakland County, does not contribute any data)
- FRMS/CFIRS Participant** (Fire Records Management System)

II. Additional CLEMIS Applications

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

Mobile Data Computers ("MDC")

- WITH** County provided wireless **WITHOUT** County provided wireless
- CAD Only WITHOUT** County provided wireless

Livescan

- WITH** printer **WITHOUT** printer

Mugshot

- Capture Station and Investigative Investigative Only

Jail Management

- CLEMIS Member located in Oakland County
- CLEMIS Member located outside Oakland County

OakVideo (CLEMIS Member located outside Oakland County)

Crime Mapping Application

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

CLEMIS Public Crime Search

CLEMIS Public Crime Search is a public access site and application created by CLEMIS and Esri, that shares and publishes crime data of participating CLEMIS members on a public webpage and application and allows the public to sign up for email crime alert notifications. By selecting this application, the Public Body authorizes CLEMIS to share and publish Public Body's crime data with the public, on the CLEMIS Public Crime Search application and webpage and authorizes the public to sign up for email crime alert notifications. The Public Body authorizes CLEMIS to publicly share, publish, and provide notifications for the following crime types: Assaults, Arsons, Burglary, Disorderly Conduct, Disturbing the Peace, DUI, Drug/Narcotics, Crimes, Fraud, Homicide, Motor Vehicle Theft, Robbery, Sex Crimes, Theft/Larceny, Theft from Vehicle, Vandalism and Weapons Law Crimes.

Pawn Application

Fire Records Management System In Oakland County

Phase I

Phase II

Fire Records Management System Outside Oakland County

Police, Fire and/or Public Safety Department Data Extract

In Oakland County

Outside Oakland County

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

Crash Report Payment Amount: \$12.00

Enhanced Access Fee Disbursement Instructions

Disbursement when Requested

Disbursement Quarterly

Make Check Payable to: Township of Madison

OPT-IN Exhibit VIII (OakNet Connectivity) OakNet connectivity is needed

COUNTY: : _____

CLEMIS Division Director

Date

PUBLIC BODY:

Title/Name: _____

Signature: _____

Date

(to be completed by Public Body)