

# PONTIAC CITY COUNCIL

**Mike McGuinness, District 7**  
**President**

**William A. Carrington, District 6**  
**President Pro Tem**



**Melanie Rutherford, District 1**  
**Brett Nicholson, District 2**  
**Mikal Goodman, District 3**  
**Kathalee James, District 4**  
**William Parker, Jr., District 5**

*It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."*

47450 Woodward Pontiac, MI 48342

Phone: (248) 758-3200

Garland S. Doyle, M.P.A., City Clerk

**52<sup>nd</sup> Session of the 11<sup>th</sup> Council**

**September 27, 2022 at 6:00 P.M.**

**Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342**

**Meeting Agenda**

**Call to Order**

**Invocation**

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call**

**Authorization to Excuse Councilmembers from the Meeting**

**Amendments to and Approval of the Agenda**

**Approval of the Consent Agenda**

September 20, 2022 City Council Meeting Minutes

**Special Presentation**

1. Nurse Assistant Training Program Opportunity  
Presenter: Arielle Dockery, Prosperous Healthcare Training

**Recognition of Elected Officials**

**Agenda Address (Two Minutes Time Limit)**

**Agenda Items**

**Ordinance**

2. Adoption of an Ordinance to Amend the City of Pontiac Reestablished General Employees' Retirement System to Account for Changes to required Minimum Distribution Rules. **(Second Reading)**

**Resolutions**

**City Clerk**

3. Resolution to Approve Salary Increase for Elections/Clerk Specialist Position

**City Council**

4. Resolution Recognizing October 2022 as Breast Cancer Awareness Month

5. Resolution Acknowledging the Life of Dubrae Newman

#### **Community Development**

6. Resolution to Approve the Conditional Rezoning and Entitlement Agreement for 537 Bradford Street Pontiac, Michigan 48341, Crown Enterprises, LLC. **(Second Reading)**

#### **Department of Public Works (DPW)**

7. Resolution to Support the Michigan Department of Transportation Project to Convert the Existing One-Way Configuration of the Woodward Loop and Cass Avenue to a Two-Way Configuration and Reconstruct M-59 within the Woodward Loop.
8. Resolution to Approve Renewal of Contract with Pipeline Management Co., Inc. for Continued Servicing of the City of Pontiac's Storm Water Services.

#### **Finance**

9. Resolution to Approve a Budget Amendment for Fiscal Year 2022-23 to Increase Budgeted Revenues in the Amount of \$19,372 to General Fund in Account 101-000-532-000-FBI-Federal Grants Others, and Appropriations in the Amount of \$19,372 to Account 101-301-818-069-FBI-Professional Service-Oakland County Sheriff OT.
10. Resolution to Approve Renewal of Pitney Bowes Lease Agreement

#### **Grants**

11. Resolution to Approve the Agreement for Participation in the OCAT Project and Receipt of Automobile Theft Prevention Authority (ATPA) Grant Funds between Oakland County (Oakland County Sheriff's Office) and the City of Pontiac (Oakland County Sheriff's Office-Pontiac)

#### **Human Resources**

12. Resolution to Approve the Appointment of Parks and Recreation Director

#### **Public Comment (Three Minutes Time Limit)**

#### **Discussions**

13. Restoring Citizens Access to Oakland County Sheriff Substation
14. Purdue School Status, recent Fire, Future Next Steps
15. Facilities Condition Assessment for City-Owned Facilities

#### **Communications**

#### **City Council**

16. Pontiac City Council has Recognized September 2022 as Suicide Prevention Month
17. Pontiac City Council has Recognized September 2022 as Sickle Cell Awareness Month
18. Oakland County Treasurer Virtual Land Auction Second Round, September 28, 2022, visit [tax-sale.info](http://tax-sale.info) online for more information
19. Clinton River Trail Resurfacing Project Ribbon Cutting, September 30, 2022 at 1:30 pm, held on the Clinton River Trail at the bridge west of Bagley Street in Pontiac
20. CVS Pharmacy and Saint Paul Pontiac Community Lutheran Church Annual Flu Vaccine Clinic, October 5, 2022 from 1:00 to 6:00 pm, held at Saint Paul Pontiac, 1133 Joslyn Avenue, Pontiac 48340

21. Impact of Adverse Childhood Experiences (ACEs) Training, October 7, 2022 from 9:00 am to 3:30 pm (Registration opens at 8:00 am), held at United Wholesale Mortgage, 585 South Boulevard East, Pontiac 48341. Presented by the Institute of Trauma and Economic Justice, with Oakland Community Health Network, Oakland County Sheriff's Department, Oakland County Health Division and more, register Online at [www.oaklandchn.org/activities](http://www.oaklandchn.org/activities)
22. Deep Meditation and Art Therapy, October 7, 2022 from 6:00 to 8:00 pm, held at the Pontiac Creative Arts Center, 47 Williams Street, Pontiac 48341
23. HAUNTIAC Full Moon Open Fair, October 7, 8, and 9, 2022 in Downtown Pontiac
24. Hauntiac Car Show and Woodward Scream Cruise, October 8, 2022 from 2:00 to 5:00 pm, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342
25. Pontiac Night Riders Motorcycle Club Free Annual Senior Citizens Dinner, October 8, 2022 from 3:00 to 6:00 pm, held at 339 Raeburn, Pontiac 48342
26. Gallery 46 Open Call for Artists for their Exhibit Celebrating Hispanic Heritage, Exhibit Runs September 16 through October 16, 2022, held at 46 N. Saginaw Street, Pontiac 48342, email [46northsaginaw@gmail.com](mailto:46northsaginaw@gmail.com) for information
27. Micah 6 Community Death By Chocolate Fundraiser, October 21, 2022 from 7:00 to 9:00 pm, held at Goldner Walsh Garden & Home, 559 Orchard Lake Road, Pontiac 48341
28. Oakland County Treasurer Virtual Land Auction Final Round, October 28, 2022, visit [tax-sale.info](http://tax-sale.info) online for more information
29. Pontiac Night Riders Motorcycle Club Free Annual Kiddie Spooky Party, October 31, 2022 from 6:00 to 9:00 pm, held at 339 Raeburn, Pontiac 48342
30. 2022 General Election is held on Tuesday, November 8, 2022 and polling locations are open from 7:00 am to 8:00 pm
31. Annual Holiday Tree Lighting Ceremony, December 2, 2022 outside of the District Courthouse, Downtown Pontiac
32. Annual Holiday Extravaganza Parade, December 3, 2022 along Cesar Chavez Avenue, Oakland Avenue, and Saginaw Street in Downtown Pontiac

#### **Mayor's Office**

33. September is Senior Center Month, with Special Events the Entire Month of September at Ruth Peterson Senior Center and Robert Bowens Senior Center
34. Pontiac Youth Recreation Fall Youth Programs Registration Underway, Visit [pontiacrecreation.recdesk.com](http://pontiacrecreation.recdesk.com) for more information, programming this fall includes: Bitty Basketball, Elementary Girls Basketball, Chess Club, Indoor Tennis, Dance, Martial Arts, Flag Football, Music, E-Sports, young Authors, Etiquette Class, Cooking and Baking Class, VR Virtual Reality, Edu-Tainment, German Language Courses, Spanish Language Courses, Japanese Language Courses, Biochemistry, Dissection, and Fashion & Entertainment Club
35. 2022 State of the City Address – 6:00 pm, September 29, 2022 at: The Crofoot, 1 S. Saginaw St. Pontiac, MI 48342

36. Brunch + Community Conversations with Mayor Greimel, October 8, 2022 from 11:00 am to 1:00 pm, held at Bowens Senior Center, 52 Bagley Street, Pontiac 48341

**Closing Comments**

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

**Adjournment**

# **CONSENT AGENDA**

**Official Proceedings  
Pontiac City Council  
51<sup>st</sup> Session of the Eleventh Council**

**Call to order**

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, September 20, 2022 at 6:00 p.m. by Council President Mike McGuinness.

**Invocation** – Pastor Douglas Jones, Welcome Missionary Baptist Church, Pontiac Michigan

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call**

**Members Present** – William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson, William Parker, Jr. and Melanie Rutherford

Mayor Greimel was present.

Deputy Mayor Stephens was present.

A quorum was announced.

**Amendments to and Approval of the Agenda**

**Motion to approve the agenda.** Moved by Councilperson Parker and second by Councilperson Goodman.

Ayes: Goodman, James, McGuinness, Parker, Rutherford and Carrington

No: None

**Motion Carried**

Councilman Nicholson was absent during the vote

**Consent Agenda**

22-250 **Resolution to approve the consent agenda for September 20, 2022.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the City Council has reviewed the consent agenda for September 20, 2022.

Now, Therefore, Be It Resolved that the City Council approves the consent agenda for September 20, 2022 including the September 12, 2022 Economic Development, Housing & Planning Subcommittee Meeting Minutes and September 13, 2022 City Council Meeting Minutes.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

**Resolution Passed**

**Special Presentation**

The Impact of Adverse Childhood Experiences (ACES) Training Opportunity

Presenter: Rev. Keyon Payton, Institute of Trauma and Economic Justice

**Recognition of Elected Officials** – Nine

**Agenda Address**

1. Chuck Johnson addressed item #6
2. Robert Bass addressed item #5
3. Gloria Miller addressed item #6

**Agenda Items**

**Ordinance**

**An Ordinance to Amend the City of Pontiac Reestablished General Employees' Retirement System to account for Changes to required Minimum Distribution Rules. (First Reading)** Moved by Councilperson Rutherford and second by Councilperson Goodman.

**Resolutions**

Department of Public Works (DPW)

22-251 **Resolution to approve the MDOT 2022 Highway Safety Improvement Agreement.** Moved by Councilperson Carrington and second by Councilperson Rutherford.

Whereas, the City of Pontiac has received the funding agreement from the Michigan Department of Transportation, and;

Whereas, the Department of Public Works, Engineering Division has reviewed the subject agreement, and;

Whereas, the project is budgeted in the 2022/2023 Fiscal Year Major Street budget,

Now, Therefore, It Is Resolved, the Pontiac City Council authorizes the Mayor or Deputy Mayor to sign the MDOT Funding Agreement for the Walton Boulevard Safety Project.

Ayes: Nicholson, Parker, Rutherford, Carrington, James and McGuinness

No: None

**Resolution Passed**

Councilman Goodman was absent during the vote

**Planning**

22-252 **Resolution to approve the Conditional Rezoning and Entitlement Agreement for 537 Bradford Street Pontiac, Michigan 48341, Crown Enterprises, LLC.** Moved by Councilperson Rutherford and second by Councilperson Nicholson. Discussion.

**Motion to postpone Resolution to approve the Conditional Rezoning and Entitlement Agreement for 537 Bradford Street Pontiac, Michigan 48341, Crown Enterprises, LLC for one week.** Moved by Councilperson Goodman and second by Councilperson Nicholson.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

**Motion Carried**

**Public Comment**

1. Chuck Johnson
2. Robert Bass
3. Darryl Fowlkes
4. Renee Beckley
5. Veronica Taylor
6. Pastor Kathy Dessureau
7. Charlene Dwyer
8. Darlene Clark

September 20, 2022 Draft

9. Gloria Miller
10. Kevin Kmet

**Discussions**

Increased Traffic Pressure at South Boulevard and Woodward Avenue, Short-term and Long-term Solutions Being Sought from State of Michigan

DTE Energy System Upgrades at Cesar Chavez Avenue and the Woodward Loop, Resulting in Occasional Southbound Cesar Chavez Avenue Closures and Detours at the Woodward Loop, Through This Week

Oakland County Animal Shelter & Pet Adoption Center at Full Capacity, Discounted ADOPTION Fees of \$40 for Dogs and \$25 for Cats

**Communications**

City Council and Mayor's Office

**Mayor, Clerk and Council Closing Comments**

Mayor Greimel, Councilwoman Rutherford, Councilman Nicholson, Councilwoman James, Councilman Parker, Council President Pro-Tem Carrington and Council President McGuinness made closing comments.

**Adjournment**

**Motion to adjourn the meeting.** Moved by Councilperson Parker and second by Councilperson Nicholson.

Ayes: Carrington, James, McGuinness, Nicholson, Parker and Rutherford

No: None

**Motion Carried**

Council President Mike McGuinness adjourned the meeting at 9:15 p.m.

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Garland S. Doyle  
City Clerk



**#2**

**ORDINANCE**

## **Ordinance No. XXXX**

### ***AN ORDINANCE TO AMEND THE CITY OF PONTIAC REESTABLISHED GENERAL EMPLOYEES' RETIREMENT SYSTEM TO ACCOUNT FOR CHANGES TO REQUIRED MINIMUM DISTRIBUTION RULES.***

The City of Pontiac ordains:

#### **Section 1. Amendments.**

That the City of Pontiac Reestablished General Employees' Retirement System ("Reestablished GERS") is hereby amended as follows:

- a. The first paragraph of Paragraph (a) of Section 44 of the Reestablished GERS is amended to read as follows:
  - (a) Distributions from the Retirement System will comply with the requirements of IRC section 401(a)(9) and the regulations thereunder. A Member's interest in the Retirement System must begin to be distributed by the later of (1) April 1 of the calendar year following the calendar year that the Member attains the age of (A) 70.5 (for Members born before July 1, 1949) or (B) 72 (for Members born after June 30, 1949), or (2) April 1 of the calendar year the Member retires. With respect to distributions under the Retirement System made for calendar years beginning on or after January 1, 2001, the Retirement System will apply the minimum distribution requirements of IRC section 401(a)(9) in accordance with the regulations under IRC section 401(a)(9) that were proposed in January 2001, notwithstanding any provision in the Retirement System to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service.
- b. Paragraph (b)(2)(i) of Section 44 of the Reestablished GERS is amended in its entirety to read as follows:
  - (i) If the Member's surviving spouse is the Member's sole designated beneficiary, then, except as provided in the Retirement System, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70.5 (for a Member born before July 1, 1949) or 72 (for a Member born after June 30, 1949), if later.

**Section 2. Severability.**

If any section, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of the Ordinance shall stand and be in full force and effect.

**Section 3. Repealer.**

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 4. Publication.**

The Clerk shall publish this Ordinance in a newspaper of general circulation.

**Section 5. Effective Date.**

This Ordinance shall be effective 10 days after adoption by the City Council retroactive to the date required under the Setting Every Community Up for Retirement Enhancement Act of 2019.

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Pontiac at a regular Council Meeting held in the City Council Chambers in said City on the \_\_\_\_\_ day of September, 2022.

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Garland S. Doyle, City Clerk

**#3**

# **RESOLUTION**

## City of Pontiac Resolution



### **Resolution for salary increase for Elections/Clerk Specialist Position**

Whereas, the Assistant City Clerk/Elections Administrator resigned effective June 30, 2022; and,

Whereas, the Elections/Clerk Specialist position has assumed additional responsibilities since the Assistant City Clerk/Elections Administrator position has been vacated; and,

Whereas, the City Clerk is recommending that the Elections/Clerk Specialist position hourly rate be changed from \$21.85 per hour to \$24.04 per hour.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council approves a salary increase for the Elections/Clerk Specialist position to \$24.04 per hour effective October 3, 2022.

**#4**

# **RESOLUTION**



## **PONTIAC CITY COUNCIL RESOLUTION RECOGNIZING OCTOBER 2022 AS BREAST CANCER AWARENESS MONTH**

**WHEREAS**, the Pontiac City Council recognizes the month of October 2022 as Breast Cancer Awareness Month and stands in solidarity with all of the brave women and men who have been diagnosed with breast cancer and honor those who have lost their battle to this disease; and,

**WHEREAS**, as the second most common cancer affecting women, an estimated 1 in 8 women will develop breast cancer over the course of their lifetime; and,

**WHEREAS**, there are several types of breast cancer—divided into non-invasive and 23 invasive types—which can be diagnosed at different stages of development and can grow at 24 different rates; and,

**WHEREAS**, early detection is one of the most important strategies for treating breast cancer successfully, and regular screenings are the most reliable way to detect it; and,

**WHEREAS**, if cancer is identified at an early stage, it can be treated before it spreads to 26 other parts of the body and, while the exact cause of breast cancer is not fully understood, there are many factors that increase the likelihood of developing it, including age, family and medical history; and,

**WHEREAS**, the Pontiac City Council looks forward to the day when no woman or man will suffer from breast cancer or lose their life to this disease; now,

**THEREFORE, BE IT RESOLVED**, that the Pontiac City Council honors breast cancer patients, survivors, and their families and recognizes October as Breast Cancer Awareness Month and to promote research for a cure; and further

**RESOLVED**, that the Pontiac City Council applauds and commends the advocates, medical professionals, researchers and caregivers who dedicate their lives to making progress toward cures and encourages citizens, government agencies, private businesses, nonprofit organizations and other interested groups to join in increasing awareness and prevention and to pay tribute to those who have lost their lives to this disease.

*PONTIAC CITY COUNCIL • Pontiac, Michigan • September 27, 2022*

*Mike McGuinness, Council President*

*Mikal Goodman, Councilmember*

*Brett Nicholson, Councilmember*

*Melanie Rutherford, Councilmember*

*William A. Carrington, President Pro Tem*

*Kathalee James, Councilmember*

*William Parker, Jr., Councilmember*

**#5**

# **RESOLUTION**





## **PONTIAC CITY COUNCIL RESOLUTION ACKNOWLEDGING THE LIFE OF DUBRAE NEWMAN**

**WHEREAS**, Mr. Dubrae Newman was a Pontiac resident, and a highly involved member of our Pontiac community for many years, serving through multiple civic organizations and frequent volunteer activities; and,

**WHEREAS**, Mr. Newman held a number of professional roles in the field of public health, working in outreach positions within the Pontiac community and endeavoring to connect residents with resources and health care; and,

**WHEREAS**, Mr. Newman was appointed to the School District of the City of Pontiac Board of Education in 2016, serving for the balance of 2016 and during 2017 and 2018; and,

**WHEREAS**, Mr. Newman passed away on September 18, 2022 at the age of 63, which is a tragic loss for his family and our community; now,

**THEREFORE, BE IT RESOLVED**, that the Pontiac City Council hereby acknowledges the life and service of Mr. Dubrae Newman, and mourns his passing; and further

**RESOLVED**, the City Council extends our deepest sympathies to the family, friends, neighbors, and colleagues of Mr. Newman.

*PONTIAC CITY COUNCIL      •      Pontiac, Michigan      •      September 27, 2022*

**Mike McGuinness**, *Council President*

**William A. Carrington**, *President Pro Tem*

**Mikal Goodman**, *Councilmember*

**Kathalee James**, *Councilmember*

**Brett Nicholson**, *Councilmember*

**William Parker, Jr.**, *Councilmember*

**Melanie Rutherford**, *Councilmember*

**#6**

**RESOLUTION**



**CITY OF PONTIAC**  
**Department of Building Safety & Planning**  
**PLANNING DIVISION**

47450 Woodward Ave | Pontiac Michigan 48342  
TELEPHONE: 248.758.2811

*Mayor Tim Greimel*

**TO: HONORABLE MAYOR GREIMEL, COUNCIL PRESIDENT McGUINNESS & PONTIAC CITY COUNCIL**

**FROM: RACHEL LOUGHRIN, COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: ZMA 22-07 ZONING MAP AMENDMENT WITH CONDITIONS  
CROWN ENTERPRISES LLC  
PIN 64-14-34-301-002, 64-14-34-326-003 & 004 & 64-14-34-380-001  
EXISTING ZONING: R-1 ONE FAMILY DWELLING &  
M-1 LIGHT MANUFACTURING  
PROPOSED ZONING: M-2 HEAVY MANUFACTURING  
PROPOSED USE: CONCRETE MIX/BATCH PLANT**

**DATE: SEPTEMBER 27, 2022**

**OVERVIEW**

The Pontiac Planning Division is in receipt of application ZMA 22-07 for a Zoning Map Amendment with Conditions of parcels and portions of parcels noted above. At the September 7, 2022 meeting of the Planning Commission, the motion to approve ZMA 22-07 failed [3-2], a motion to deny was never moved. The City Council now has before them the Conditional Rezoning and Entitlement Agreement request from Crown Enterprises.

Crown Enterprises LLC, the Applicant proposes a Conditional Rezoning from R-1 One Family Dwelling, and M-1 Light Manufacturing, to M-2 Heavy Manufacturing. According to the application and the Conditional Rezoning and Entitlement Agreement [AGREEMENT] the Applicant proposes to develop a Concrete Mix/Batch Plant on parcels and portions of parcels 64-14-34-380-001, 64-14-34-326-003 & 004 and 64-14-34-301-002. Access to the subject site is planned from Meadow Drive, a city local street. The AGREEMENT notes the City and Developer will work together to obtain approval and funding from MDOT to construct a road from the property east to Opdyke Road.

The site includes an approximately 9,100 sq.ft. building that will enclose the concrete mix equipment. The building height at the peak of the roof, for the length of the building, is 55 feet. Two silos will sit on top of the building; those silos will extend to 90 feet in height. The only portion of the building that will

reach 90 feet in height are the silos. Please note that the actual building height was misrepresented to the planning commission.

In addition to the concrete mix building, an aggregate hopper with conveyors will be installed to move the aggregates from five, 12-foot high outdoor aggregate storage stockpiles into the plant. A 12-foot high concrete wall will contain and screen the stockpiles.

Concrete wash basins will be installed to process the washout water from the delivery trucks. Parking of approximately 35 ready mix delivery trucks, plus employee parking is proposed. A fleet maintenance shop and diesel fuel facility exists at 537 Bradford, southeast of the Concrete Mix/Batch Plant site.

#### **CONDITIONAL REZONING AGREEMENT**

The Applicant has volunteered conditions as part of their Conditional Rezoning Agreement [see attached AGREEMENT] that will restrict the uses developed on the subject site and is consistent with the Michigan Zoning Enabling Act, Michigan Public Act 110 of 2006, specifically Section 405.

The Pontiac City Council must evaluate the request with these conditions in mind. It is important to note that the City cannot request or suggest modifications to these conditions. Per the Michigan Zoning Enabling Act, such conditions must be made voluntarily of the Applicant and are summarized below:

1. Upon approval of this AGREEMENT and all entitlements required to develop the Property the applicant would convey title of 65.44 acres to the City for parks and recreation purposes.

This is of significant value to the City and the community. The property primarily contains wooded wetlands with upland areas and would likely be preserved for passive recreation and an educational opportunity of natural ecosystems. The 65.44 acres is adjacent to Murphy Park and the future North Spur Trail and extends north towards Auburn Road [See EXHIBIT D]. As part of this acreage, the City would also obtain title to a portion of abandoned GTW railroad to construct another segment of the Clinton River Trail. Additionally, and most importantly the City will be able to replace 28 acres of lost parkland property as required by the MDNR for future grant opportunities.

2. Developer, requires by way of this AGREEMENT to be given approvals of a Zoning Map Amendment, Special Exception Permit, Final Site Plan Review, and Dimensional Height Variance.
3. Upon approval of the AGREEMENT by the City, the City will expedite all required reviews including but not limited to the Planning Commission, City Council and Building Department.
4. The property will be developed, if at all, consistent with the Conditional Rezoning Plan presented by Developer.
5. Of the principal uses permitted with the M-2 Zoning District, the principal use on the Property shall be limited to only a Concrete/Mix/Batch Plant and any and other uses and activities associated with the construction and operation of a Concrete Mix/Batch Plant, including, without limitation, outdoor storage of materials, related indoor storage requirements, related office use

and access requirements. All M-1 uses will be permitted on the Property. The intended use will not cause nuisance to the adjoining property owners.

6. Completion of project construction and start of operation shall be within 3 years from date of City Council approval of the AGREEMENT unless otherwise extended by agreement between the City Council and the Developer.
7. The project shall conform to City's Business License Application requirements.
8. The Property shall comply with all applicable City of Pontiac Ordinances, including the Zoning Ordinance, the M-2 Zoning District regulations and related requirements.
9. Upon approval of this AGREEMENT, the Developer shall have rights and be permitted to immediately use the Property as a temporary Concrete Batch Plant and for bulk solids/aggregate storage for a period of twelve [12] months, while the permanent use as a Concrete Batch Plant is constructed.
10. Upon approval of this Agreement, the City agrees to expedite its reviews of the related permit applications required to complete the work.
11. City and Developer will work together to obtain approval and funding from MDOT to construct a road to be used for ingress and egress of vehicular traffic to and from the property. The future road is expected to extend easterly from the Property to Opdyke Road. Parties agree the inability to obtain funding and approvals to construct this new road shall not be a condition precedent to, or breach of, any obligations of either party to this AGREEMENT.
12. Developer's use of the Property shall be automatically revoked should a court of competent jurisdiction declare the use of the Property to be a nuisance via a final order not subject to further appeal.

#### **ZONING MAP AMENDMENT REQUEST**

The subject parcels [PIN 64-14-34-380-001, 64-14-34-326-003 & 004 and 64-14-34-301-002] are currently zoned R- 1 Single Family Dwelling and M-1 Light Manufacturing. The applicant is requesting a Zoning Map Amendment with Conditions to M-2 Heavy Manufacturing zoning district. According to the North American Industry Classification System [NAICS] a Concrete Mix/Batch Plant has a NAICS Code 327320, which falls under 327 Nonmetallic Mineral Product Manufacturing and is a Special Exception Use in the M-2 Heavy Manufacturing zoning district.

#### **FUTURE LAND USE PLAN | 2014 MASTER PLAN UPDATE**

A primary goal of the 2014 Master Plan is to "take advantage of Pontiac's central location and affordability to attract new office, retail, commercial, residential and mixed-use development/redevelopment to Pontiac that works to help recruit new economy businesses and workers".

The subject Properties is designated as an Entrepreneurial: Residential, Commercial, and Green future land use category. Locations identified on the Future Land Use Map represents areas near or in close proximity to neighborhoods or locations with ample vacant property. These areas were identified during

the Master Plan public engagement meetings as areas with potential to be a catalyst for other positive re-investment in these neighborhoods while preserving natural resources and enhancing City park land.

Entrepreneurial: Residential, Commercial, and Green Development Standards

Maximum Building Height: Two to three stories, depending upon the context of the surrounding district.

Uses: Residential and commercial mixed use with green infrastructure including community gardens, urban forestry, wooded wetland preservation areas and stormwater management.

Appearance & Materials: Should reflect the surrounding context of the location.

## **REZONING CRITERIA**

The Pontiac City Council needs to consider all of the following Zoning Map Amendment criteria [Section 6.804 & 6.807] that apply to the rezoning with conditions application in making findings, recommendations, and a decision to amend the Official Zoning Map.

Additionally, the section also stipulates that the City Council may also consider other factors or considerations that are applicable to the application, but are not listed among the ten criteria. To assist the Council in its evaluation of these and other criteria, we offer the following findings of fact for your consideration. The *ten stated criteria* are listed below with our findings:

1. *Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*

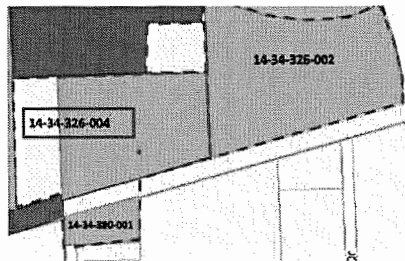
### **Planning opinion as provided to Planning Commission**

As described in the Master Plan, the proposed Concrete Mix/Batch Plant project is not consistent with the goals, policies, and objectives of the City's Master Plan. With current developments in the general vicinity, the proposed concrete mix structure, aggregate hopper with conveyors and the outdoor storage of aggregates is not supported in the Master Plan, particularly in the S Boulevard corridor and Centerpoint Parkway development area. [Does not Comply per Master Plan]

### **Community Development Information for City Council**

- The City of Pontiac Master Plan was last updated in 2014 under the direction of the former administration. Since that time countless changes have occurred throughout the city.
- Per the Master Plan, Goals were defined as broad descriptions based on community desires for the future. Goals are long term ends toward which programs or activities are directed.
- Per the Master Plan, Objectives are specific and measurable intermediate ends that are achievable and make progress toward achieving a goal, and consequently affect the realization of the community's vision.
- Goals and Objectives are broken down into different use categories. Those categories are as follows;
  - i. Residential
  - ii. Parks and Recreation

- iii. Development (Commercial, Industrial, Mixed-Use, Green)
- iv. Transportation
- v. Green Infrastructure, Natural Resources and Climate
- For the purposes of this rezoning request, each of the above components of the Master Plan are applicable.
  - i. RESIDENTIAL
    - 1. Currently, the zoning ordinance has R-1 (one family dwelling) land immediately adjacent to M-1 (light manufacturing) zoned land.
    - 2. Additionally, the R-1 land may only be accessed by traversing through the M-1 land.
      - a. The current R-1 zoned land meets none of the Goals and Objectives for residential uses. Developing this land as residential is in fact directly opposite of what the Master Plan outlines as appropriate residential development.
      - b. It is important to recognize the glaring issue with this current zoning. Clearly the R-1 zoned land is devoid of value to the property owner due to it being immediately adjacent to M-1 zoned land. This is our opportunity to clean up inappropriate zoning before it creates a very serious issue for the City and for adjacent active existing uses.
      - c. Illustration of issue:



Yellow = R-1 single family residential  
 Gray = M-1 light manufacturing

- ii. Parks and Recreation
  - 1. As the Council is aware, the applicant has agreed to donate to the City, free and clear, 65.44 acres of virgin land that is located immediately adjacent to Murphy Park.
  - 2. This land donation is likely to remedy the conversion issue that currently holds the City back from receiving approval of any DNR grant applications. The City is in violation for 28+/- acres.
  - 3. Goals;
    - a. Provide a complete, connected, universally accessible, and well maintained non-motorized network
      - i. This land donation will allow the Clinton River Trail to extend through the City of Pontiac, as today it does not.

- b. Aggressively pursue and seek creative and unique sources and partnerships to increase funding for park maintenance, operation, programs and improvements.
  - i. This land donation epitomizes this entire goal from beginning to end.
- c. Preserve and protect sensitive natural resources.
  - i. By accepting this 65.44-acre donation of land from Crown Enterprises the City is ensuring that the land will be protected and preserved as a sensitive natural resource.
- d. Reduce the carbon footprint of development in Pontiac.
  - i. Removing 65.44 acres of land from private ownership meets this goal.

4. Objectives;

- a. Focus efforts to secure funding for the design and construction of the final segment (Phase IV) of the Clinton River Trail and/or the CN Railroad north spur option.
  - i. Land donation meets the north spur option and will aid with the connection of the Clinton River Trail.
- b. Bolster the Adopt-A-Park program and adoption of right-of-way areas throughout the City.
  - i. As a result of the Conditional Rezoning Agreement, UWM publically announced at the 9/13/22 City Council meeting that they will donate funds to the City to help with the upkeep and remodeling of portions of Murphy Park. Following the meeting, Kevin Kmet shared with Rachel Loughrin that UWM couldn't be more excited about the potential that this Agreement brings for the connection of their property directly to the park. He also reinforced that they truly mean what they said about their offer to donate funds to help improve the park.
- c. Continue to seek grants from national, state, regional and local agencies and private foundations.
  - i. This land donation is likely to remedy the conversion issue that currently holds the City back from receiving approval of any DNR grant applications. The City is in violation for 28+/- acres.

iii. Development (Commercial, Industrial, Mixed-Use, Green)

1. Goals;

- a. Take advantage of Pontiac's central location and affordability to attract new office, retail, commercial and mixed-use development/redevelopment to Pontiac that



works to help recruit “new Economy” businesses and workers.

- i. As much as I know no harm was intentioned with the above referenced goal, the goal very clearly ignores a large segment of Pontiac’s population – it’s unskilled and lower skilled workforce.
- ii. Crown Enterprises will create at least 50 new jobs. Those jobs will pay up to \$32.00/hour. Crown will hold at least two local job fairs, making it easier for the residents of Pontiac to apply for a position and Crown will train and promote from within. In addition, many of these new jobs will be Teamsters Local 614 positions.
- iii. The City of Pontiac cannot ignore the needs of the industrial and manufacturing companies that show interest in moving or expanding their operations in Pontiac. These operations are integral to our economy.

b. Objectives;

- i. Adopt more flexible standard to encourage commercial, industrial, mixed-use and/or green redevelopment of vacant and underutilized buildings.
  - 1. This objective should not stop with just the use of existing buildings. It should include the use of vacant and/or underutilized land. Vacant and underutilized land does not produce much tax value for the City. Value is higher when that land develops, which in turn benefits the City.
    - a. The proposed site sits more than a quarter mile north of South Boulevard, more than a quarter mile east of Martin Luther King Jr. Boulevard, and more than a quarter mile west of Opdyke. Additionally, the site is buried behind Murphy Park, UWM, and Ternes Packaging and Central Transport. See Distance Diagram below.

DISTANCE DIAGRAM



NOTE- ONE QUARTER MILE = 1,320 FEET

iv. Transportation

1. Goals;

- a. Create a safe and connected multi-modal transportation network that provides a range of transportation options for all residents.

- i. Crown Enterprises is working with UWM and the City on an application to MDOT for the construction of a new road from the batch plant out to Opdyke. With the construction of the new road, the connection of the Clinton River Trail can be made.

- 1. Some concern was presented by the Planning Commission regarding the trail being adjacent to the road. As much as that concern is valid, there are multiple instances where bike trails exist adjacent to roadways all across the Metropolitan Detroit area. In this instance, users of the Clinton River Trail will ride along side of the proposed new road for only about 1500 feet.

2. Objectives;

- a. Create an interconnected network of trails, sidewalks, on-road bike lanes, protected cycle tracks and separated bike paths.
  - i. The land donation from Crown Enterprises will allow the City of Pontiac to connect the north spur to the Clinton River Trail, further interconnecting the network of trails and protected cycle tracks and separated bike paths.

v. Green Infrastructure, Natural Resources and Climate

- 1. The goals and objectives under this Master Plan item do not specifically apply to this development but I believe that it is important to note that Zeus Concrete will implement systems to protect our roads from dirt and aggregate dust through the use of their truck washout procedures and systems. This in turn will help to protect the Clinton River from runoff from our streets that would otherwise include these materials.
- 2. Zeus uses a SWPP (Storm Water Pollution Prevention) plan, a Fugitive Dust plan and use industry leading dust collection devices that hold the proper EPA certifications.
- 3. The company has also almost completely enclosed its operations, with the exception of the outdoor storage of the aggregate materials.

2. *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*

**Planning opinion as provided to Planning Commission**

Since the 1940's or earlier the subject site has been vacant with little or no wooded areas. Prior to 1980, an electric/transmission lines and towers were installed and lower brush was cleared for utility easements. [Complies per Zoning Ordinance]

**Community Development Information for City Council**

No additional information to be provided.

3. *Evidence the Applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.*

**Planning opinion as provided to Planning Commission**

The applicant did not provide any evidence and/or documentation to prove that a reasonable return on investment would be obtained with a permitted use in the M-1 Light Manufacturing or R-1 One Family Dwelling zoning districts. [Does Not Comply per Zoning Ordinance]

**Community Development Information for City Council**

As discussed above, the R-1 zoned land is immediately adjacent to M-1 zoning and can only be accessed through the M-1 zoned area. It is not appropriate to develop the R-1 area as single family. This reduces any reasonable return on investment for new single family homes build on this property.

4. *Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*

**Planning opinion as provided to Planning Commission**

Planned development in the M-2 Heavy Manufacturing zoning district with CR Conditional Rezoning does limit only a Concrete Mix/Batch Plant. However, this is not compatible with the neighboring office campuses, research/development centers and retail/commercial uses. In addition, nearby city park land [Murphy Park] and regulated wooded wetlands could be impacted. The proposed Concrete Mix/Batch Plant could impact existing and future development patterns, land suitability, aesthetics and property values. [Does Not Comply per Zoning Ordinance]

**Community Development Information for City Council**

- i. Compatibility of all of the potential uses allowed in the proposed zoning district with the surrounding uses.
  - a. As outlined in the Conditional Rezone Agreement, the ONLY use allowed from the proposed zoning district is Concrete Batch Plant.
- ii. Land Suitability
  - a. The proposed site sits more than a quarter mile north of South Boulevard, more than a quarter mile east of Martin Luther King Jr. Boulevard, and more than a quarter mile west of Opdyke. Additionally, the site is buried behind Murphy Park, UWM, and Ternes Packaging and Central Transport. See Distance Diagram below. UWM has publically spoken at a Council meeting to share their support of this project.

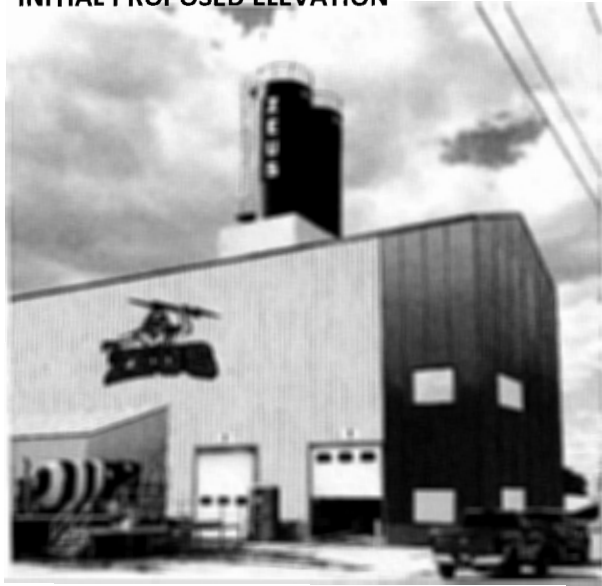
**DISTANCE DIAGRAM**



**NOTE- ONE QUARTER MILE = 1,320 FEET**

- iii. Impacts on the environment.
  - a. Zeus Concrete will implement systems to protect our roads from dirt and aggregate dust through the use of their truck washout procedures and systems. This in turn will help to protect the Clinton River from runoff from our streets that would otherwise include these materials.
  - 4. Zeus uses a SWPP (Storm Water Pollution Prevention) plan, a Fugitive Dust plan and use industry leading dust collection devices that hold the proper EPA certifications.
  - 5. The company has also almost completely enclosed its operations, with the exception of the outdoor storage of the aggregate materials.
- iv. Density
  - a. Density does not specifically apply to this application. The land area is large enough to accommodate to proposal. The term density typically applies to the number of residential units proposed per acre.
- v. Nature of Use
  - a. It is recognized that this use does fall within the category of heavy manufacturing. The proposed location of this project is over approximately 1,000 feet from the nearest single family home and over a quarter mile from the nearest multi-family development.
- vi. Traffic Impacts
  - a. This development will add a significant amount of traffic to the area.
    - i. Crown Enterprises is working with UWM and the City on an application to MDOT for the construction of a new road from the batch plant out to Opdyke.
    - ii. An application has been submitted by UWM for the abandonment of Bradford Street, as it runs on the east of the UWM building, north from S. Blvd to the southernmost batch plant parcel. Surrounding property owners and City of Pontiac Administration are in support of the proposal. Abandonment will follow a separate process required by ordinance. The purpose of this abandonment is to better control traffic into and out of the batch plant, creating a safer environment for those affected by the traffic increase.
- vii. Aesthetics
  - a. The original proposed elevation of the building showed the paint to be dark gray in color and included a large red Zeus sign to be placed on one of the silos. Community Development shared their concern with Crown that this signage would draw too much attention to the silos and also requested that the silos be painted in a color that would better blend in with the surrounding environment. Crown complied with both requests. See below for initial proposal and revised elevation.

**INITIAL PROPOSED ELEVATION**



**REVISED ELEVATION**



- viii. Infrastructure
  - a. All necessary infrastructure is in place for the development of this site.
  - b. Surrounding roadways have been designed for accommodate heavy traffic and are already used for trucking operations.
- ix. Potential Influence on Property Values
  - a. The closest neighbor to this proposed facility is UWM. As previously noted, UWM is in full support of this proposal.

5. *The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City.*

**Planning opinion as provided to Planning Commission**

Existing City utilities and services capacity would be sufficient for the proposed use.

[Complies per Zoning Ordinance]

**Community Development Information for City Council**

No additional information to present.

6. *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.*

**Planning opinion as provided to Planning Commission**

Existing roadway capacity and conditions will be impacted when considered, 30+, 70,000 pounds loaded concrete delivery trucks will be added to the City street system. Delivery trucks are projected to generate 120 trips per day over a 12-hour period on Centerpoint Parkway and South Boulevard to access MLK or Opdyke towards M-1 Woodard Avenue, M-59 and/or I-75, which are under the jurisdiction of the Michigan Department of Transportation. [Does Not Comply per Zoning Ordinance] Per the AGREEMENT, City and Developer will work together to obtain approval and funding to construct a new road extending easterly from the Property to Opdyke Road.

**Community Development Information for City Council**

As previously stated throughout this document, plans are in place to accommodate the increase in traffic.

7. *The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.*

**Planning opinion as provided to Planning Commission**

Boundaries of the conditional rezoning are reasonable in relationship to surroundings. Also, the site could meet dimensional regulations of the M-2 zoning district. [Complies per Zoning Ordinance]

**Community Development Information for City Council**

No additional information to present.

8. *If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.*

**Planning opinion as provided to Planning Commission**

The Conditional Rezoning request for a heavy manufacturing use is not appropriate from the City's perspective. [Does Not Comply per Zoning Ordinance]

**Community Development Information for City Council**

The City of Pontiac is not closed for business to industrial and manufacturing uses and will consider those proposals on an as needed basis. The requested zoning district is considered to be more appropriate from the City's perspective than another zoning district because the State of Michigan recognizes concrete batch plants as belonging to the nonmetallic mineral processing sector; NAICS Code 327320. This type of processing is considered Heavy Manufacturing by the City of Pontiac Zoning Ordinance. M-2 zoning is required for this use.



9. *If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*

**Planning opinion as provided to Planning Commission**

Considering a rezoning with conditions of a heavy manufacturing use is not appropriate. Also its inappropriate to amend the existing R-1 and M-1 zoning districts to permit a heavy manufacturing use. [Does Not Comply per Zoning Ordinance]

**Community Development Information for City Council**

The area in which this rezone proposal sits within is appropriate to support the rezone request. The majority of the land in question is currently zoned M-1. The request to rezone R-1 land to M-2 is admittedly quite a large step in most situations, but as previously described, this R-1 land is inappropriately zoned considering its location abuts existing M-1 zoning and is only accessible by passing through the M-1 zoned land.

10. *The requested rezoning will not create an isolated or incompatible zone in the neighborhood.*

**Planning opinion as provided to Planning Commission**

The requested Zoning Map Amendment with Conditions would create an isolated/incompatible M-2 Heavy Manufacturing zoning district in the area north of S Boulevard to M-59. [Does Not Comply per Zoning Ordinance]

**Community Development Information for City Council**

The requested rezoning will not create an isolated or incompatible zone in the neighborhood as it is immediately adjacent to existing M-1 zoning that supports an existing trucking facility. Additional manufacturing facilities currently exist in the immediate area. The closest neighbor to the proposed facility has spoken in favor of the project.

**THE CITY OF PONTIAC ORDAINS:**

ZMA 22-07 – Zoning Map Amendment

**CITY COUNCIL RESOLUTION TO APPROVE**

*Whereas*, The City has received applications for a Zoning Map Amendment with Conditions at parcels 64-14-34-380-001, 64-14-34-326-003 & 004 and 64-14-34-301-002 for the rezoning of the aforementioned parcels; and

*Whereas*, The Planning Division has reviewed the applicant's rezoning requests in regards to the City's Master Plan and the request does not conform to the goals and vision contained within the plan; and

*Whereas*, The Planning Division has reviewed the applicant's rezoning requests based on requirements set forth by Section 6.804 and 6.807 of the Zoning Ordinance and the Planning Division has determined the aforementioned request and proposed intended use of the property does not comply with the City of Pontiac Zoning Ordinance; and

*Whereas*, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

*Whereas*, On September 7, 2022, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council to Deny the Zoning Map Amendment with Conditions and Zoning Map Amendment; and

*Now Therefore, Be It Resolved*, That the City Council for the City of Pontiac **approve** the Zoning Map Amendment with Conditions (ZMA 22-07) request for parcels 64-14-34-380-001, 64-14-34-326-003 & 004 and 64-14-34-301-002 from R- 1 Single Family Dwelling and M-1 Light Manufacturing to M-2 Heavy Manufacturing zoning district. Bradford Street shall not be used to access Central Transport and the Concrete Mix/Batch Plant facilities and that Meadow Drive and Centerpoint Parkway to be used only until the new Opdyke connector is constructed. Concrete delivery trucks to be fully washed every time exiting the site.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance Resolution as passed by the City Council and was published in a publication of general circulation on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

**THE CITY OF PONTIAC ORDAINS:**

ZMA 22-07 – Zoning Map Amendment

**CITY COUNCIL RESOLUTION TO DENY**

*Whereas*, The City has received applications for a Zoning Map Amendment with Conditions at parcels 64-14-34-380-001, 64-14-34-326-003 & 004 and 64-14-34-301-002 for the rezoning of the aforementioned parcels; and

*Whereas*, The Planning Division has reviewed the applicant's rezoning requests in regards to the City's Master Plan and the request does not conform to the goals and vision contained within the plan; and

*Whereas*, The Planning Division has reviewed the applicant's rezoning requests based on requirements set forth by Section 6.804 and 6.807 of the Zoning Ordinance and the Planning Division has determined the aforementioned request and proposed intended use of the property does not comply with the City of Pontiac Zoning Ordinance; and

*Whereas*, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

*Whereas*, On September 7, 2022, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council to Deny the Zoning Map Amendment with Conditions and Zoning Map Amendment; and

*Now Therefore, Be It Resolved*, That the City Council for the City of Pontiac **deny** the Zoning Map Amendment with Conditions (ZMA 22-07) request for parcels 64-14-34-380-001, 64-14-34-326-003 & 004 and 64-14-34-301-002 from R- 1 Single Family Dwelling and M-1 Light Manufacturing to M-2 Heavy Manufacturing zoning district.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

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Garland Doyle, Interim City Clerk

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\_\_\_\_\_  
Garland Doyle, Interim City Clerk



Mayor Tim Greimel

# CITY OF PONTIAC

## Planning & Zoning Division

City Hall - 47450 Woodward Avenue

Pontiac, Michigan 48342-5009

248-758-2811 | FAX 248-758-2827

Vern Gustafsson  
Planning Manager  
Donovan Smith  
City Planner

## PONTIAC PLANNING COMMISSION

September 7, 2022 6:00PM

CITY HALL – 2<sup>ND</sup> FLOOR – COUNCIL CHAMBERS

47450 WOODWARD AVENUE – PONTIAC, MICHIGAN

1. CALL TO ORDER:
2. ROLL CALL:
3. AMENDMENTS TO & APPROVAL OF THE AGENDA:
4. MEETING MINUTES FOR REVIEW: August 3, 2022 Meeting Minutes
5. SPECIAL PRESENTATIONS
6. PUBLIC HEARINGS

### 6.1

#### **ZMA 22-07 Conditional Zoning Map Amendment**

Parcel Number	64-14-34-301-002, 64-14-34-326-003 & 004, Part Of 64-14-34-380-001
Applicant	CROWN ENTERPRISES LLC
Current Zoning	R-1 ONE FAMILY DWELLING & M-1 LIGHT MANUFACTURING
Proposed Zoning	M-2 HEAVY MANUFACTURING
Proposed Use	CONCRETE MIX/BATCH PLANT

### 6.2

#### **SPR 22-26 Preliminary Site Plan Review**

#### **ZMA 22-07 Special Exemption Permit**

Parcel Number	64-14-31-380-004 thru 011 & 64-14-31-380-021
Applicant	NATURES REMEDY PONTIAC LLC
Current Zoning	C-1 LOCAL BUSINESS
Proposed Use	MEDICAL MARIJUANA PROVISIONING CENTER

### 6.3

#### **RLL 22-01 Redevelopment Liquor License**

Address	2 & 4 N Saginaw
Parcel Number	64-14-29-477-010 & 64-14-29-477-011
Applicant	Workspace Pontiac LLC
Current Zoning	C-2 Downtown
Proposed Use	Dining & Hospitality



Mayor Tim Gremmel

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## 7. OLD BUSINESS

### 7.1

#### **SPR 22-19 Preliminary Site Plan Review**

#### **ZMA 22-04 Conditional Zoning Map Amendment**

Address	645 S Old Telegraph Road; 1056 Golf Drive
Parcel Number	64-14- 31-381-027; 64-14-31-458-010
Applicant	Get Your Greens, LLC
Current Zoning	C-1 Local Business
Proposed Zoning	M-1 Light Manufacturing with Conditions

## 8. NEW BUSINESS

### 8.1

#### **SPR 22-28 Preliminary Site Plan Review**

Address	529 E. Walton
Parcel Number	64-14-09-377-031
Applicant	Douglass Amber
Current Zoning	C-3 Corridor Commercial
Proposed Use	Provisioning Center

## 9. PUBLIC COMMENT

## 10. ADJOURNMENT



Mayor Tim Greimel

# CITY OF PONTIAC

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Rachel Loughrin  
Community Development Director

Donovan Smith  
City Planner

**DATE:** SEPTEMBER 20, 2022

**TO:** HONORABLE MAYOR GREIMEL, COUNCIL PRESIDENT McGUINNESS & PONTIAC CITY COUNCIL

**FROM:** RACHEL LOUGHRIN, COMMUNITY DEVELOPMENT DIRECTOR

**RE:** RESOLUTION TO APPROVE CR ZMA 22-07- ZONING MAP AMENDMENT WITH CONDITIONS, CROWN ENTERPRISES, LLC

**PIN 14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-326-002 AND 64-14-34-380-001**

**EXISTING ZONING: R-1 ONE FAMILY DWELLING & M-1 LIGHT MANUFACTURING**

**PROPOSED ZONING: M-2 HEAVY MANUFACTURING**

**PROPOSED USE; CONCRETE MIX/BATCH PLANT**

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## OVERVIEW

Crown Enterprises LLC, the Applicant, proposes a Conditional Rezoning from R-1 One Family Dwelling and M-1 Light Manufacturing to M-2 Heavy Manufacturing. Per the application and the Conditional Rezoning and Entitlement Agreement [AGREEMENT] the Applicant proposes to develop a Concrete Mix/Batch Plant on parcels and portions of parcels 14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-326-002 AND 64-14-34-380-001. Access to the development is planned from Meadow Drive.

The site includes an approximately 9,100 sq. ft. building that will enclose the concrete mix equipment and the majority of the operations. Building height at roof peak is 55' with two exterior silos that will reach a maximum height of 90'.

In addition to the concrete mix building, an aggregate hopper with conveyors will be installed to move the aggregates from five (5) - twelve (12) foot high outdoor aggregate storage stockpiles into the plant. The outdoor aggregate storage stockpiles will be screened by a 12-foot concrete wall. Each delivery truck will be washed before leaving the plant and concrete wash basins will be installed to process the washout water from the delivery trucks. Parking of approximately 35 ready mix delivery trucks, plus employee parking is proposed.

- This proposed facility will create 50 new jobs within the City of Pontiac, including Local 614 Teamsters positions. These jobs will be both entry level and skilled in nature. The Applicant will hold job fairs within the City, making it as convenient as possible for Pontiac residents to apply.
- Dust collectors used at this facility have the necessary EPA approvals for this type of use and will collect any and all dust inside and outside of the facility as aggregate is being loaded into the plant.



Mayor Tim Greimel

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- Mitigation of a 28-acre conversion issue with MDNR will begin. As a result of the approval of this Conditional Rezone application the applicant will be dedicating 65.44 acres of land to the City. The City is required to replace the loss of 28 acres of parkland that is associated with the use of MDNR funding. Until this loss of land (conversion) is resolved, the City is not eligible for MDNR grant funding. This loss of funds could range from the thousands into the millions.
- The acreage that is zoned R-1 must be accessed through currently M-1 zoned land. This land is not reasonably developable as single family residential. Accessing a single family neighborhood through an industrial use is not reasonable.



Mayor Tim Greimel

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Community Development Director

Donovan Smith  
City Planner

### **RESOLUTION**

WHEREAS, The City has received and application for a Zoning Map Amendment with Conditions, CR ZMA 22-07, for parcels 14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-326-002 AND 64-14-34-380-001 currently zoned R-1 and M-1, and conditionally rezoned to M-2 Heavy Manufacturing;

WHEREAS, Developer is a Michigan limited liability company organized and existing in good standing under and pursuant to the Limited Liability Company Act, Act 23 of 1993, as amended, and is exercising all of the powers provided therein;

WHEREAS, Developer intends to develop a currently vacant property located within the City, specifically some, or all, of parcel numbers 14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-326-002, and 14-34-380-001 commonly known as 537 Bradford Street, Pontiac, Michigan 48341, and being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), which is currently zoned R-1 and M-1. Parcel number 14-34-380-001, 14-34-326-004 and a portion of 14-34-326-003 will be developed as a concrete ready mix batch plant, with bulk outdoor storage, including but not limited to aggregate storage; Parcel number 14-34-326-002 will be developed in accordance with allowable uses in the M-1 zoning district.

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 et seq.) and under and pursuant to Section 6.807 of the City Zoning Ordinance (the "Zoning Ordinance"), certain conditions voluntarily offered by the owner of land, including an agreement between City and Developer, may become a condition of rezoning of the Property;

WHEREAS, the City Planning Commission on September 7, 2022 held a Public Hearing reviewing this Agreement and voted on its recommendation based upon this Agreement and the included Exhibits;

WHEREAS, the City Council, on September 20, 2022 voted to approve the execution of the Agreement and adopted Ordinance No. 20-29 to amend the City's Zoning Map based upon the conditions set forth in this Agreement and the attached Exhibits A, Exhibit B, Exhibit C & Exhibit D.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, City and Developer agree as provided by the Conditional Rezoning Agreement:





**Mayor Tim Greimel**

# **CITY OF PONTIAC**

## **Planning & Zoning Division**

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**Rachel Loughrin**  
Community Development Director

**Donovan Smith**  
City Planner

## **CONTITIONAL REZONING AGREEMENT**

## **CONDITIONAL REZONING AND ENTITLEMENT AGREEMENT**

This Conditional Rezoning and Entitlement Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Pontiac, a Michigan municipal corporation, with an office located at 47450 Woodward Ave, Pontiac, Michigan, 48342 ("City"), and Crown Enterprises, LLC, a Michigan limited liability company, with offices at 12225 Stephens Rd., Warren, Michigan 48089 ("Developer").

### **RECITALS**

**WHEREAS**, City is validly exercising all of its powers pursuant to the City Charter;

**WHEREAS**, Developer is a Michigan limited liability company organized and existing in good standing under and pursuant to the Limited Liability Company Act, Act 23 of 1993, as amended, and is exercising all of the powers provided therein;

**WHEREAS**, Developer intends to develop a currently vacant property located within the City, specifically some, or all, of parcel numbers 14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-326-002, and 14-34-380-001 commonly known as 537 Bradford Street, Pontiac, Michigan 48341, and being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"), which is currently zoned R-1 and M-1. Parcel number 14-34-380-001, 14-34-326-004 and a portion of 14-34-326-003 will be developed as a concrete ready mix batch plant, with bulk outdoor storage, including but not limited to aggregate storage; Parcel number 14-34-326-002 will be developed into a light industrial use, to be determined.

**WHEREAS**, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 et seq.) and under and pursuant to Section 6.807 of the City Zoning Ordinance (the "Zoning Ordinance"), certain conditions voluntarily offered by the owner of land, including an agreement between City and Developer, may become a condition of rezoning of the Property;

**WHEREAS**, Developer, requires from the City approvals of a Zoning Map Amendment, Special Exception Permit, Final Site Plan Review, and Dimensional Height Variance (the "Entitlements" attached hereto as **Exhibit B** and made a part hereof, the "Applications"), and has agreed, by way of this Agreement, to certain conditions for the City approvals of the Entitlements and other support from the City as herein described.

**WHEREAS**, the City Planning Commission on August 24, 2022 held a Public Hearing reviewing this Agreement and voted on its recommendation based upon this Agreement and the attached Exhibits;

**WHEREAS**, the City Council, on \_\_\_\_\_, 2022 voted to approve the execution of the Agreement and adopted Ordinance No. 20-29 to amend the City's Zoning Map based upon the conditions set forth in this Agreement and the attached Exhibits.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises hereinafter set forth, City and Developer agree as follows:



1. Conditions Running with the Property. This Agreement covers the Property described on the attached **Exhibit A**. This Agreement shall be binding upon and inure to the benefit of Developer and City, and their heirs, representatives, successors, and assigns, and shall run with the Property.
2. Conditional Rezoning Plan. The conditional rezoning was granted by City based upon the Conditional Rezoning Plan presented by Developer, a copy of which is attached hereto as **Exhibit C** and made a part hereof.
3. Confirmation of Zoning. City confirms that the Property has been rezoned from R-1 and M-1 to M-2 Heavy Manufacturing, including, among other conditions, subject to this Agreement.
4. List of Conditions. The conditional rezoning was granted to Developer based upon conditions which were voluntarily offered by Developer. The conditions which form the basis of the City's grant of the conditional rezoning are as follows:
  - a. Upon approval of the Agreement by the City staff and its consultant(s), the City will expedite all required reviews, including but not limited to, the Planning Commission, City Council, and Building Department, according to the following schedule:
    - i. Planning Commission review and recommendation on August 24, 2022.
    - ii. First reading for the City Council approval of the Agreement within seven (7) days of the Planning Commission recommendation on the Agreement.
    - iii. Second reading for the City Council approval of the Agreement seven (7) days after the City Council's first reading.
    - iv. City to begin review of all related permit applications immediately after the staff approval of the Agreement.
  - b. The Property will be developed, if at all, consistent with the Conditional Rezoning Plan presented by Developer, a copy of which is attached hereto as **Exhibit C** and made a part hereof.
  - c. Of the principal uses permitted within the M-2 Zoning District, the principal use on the Property shall be limited to only a concrete mix/batch plant as referenced in the Zoning Ordinance and any and all other uses and activities associated with the construction and operation of a concrete mix/batch plant, including, without limitation, outdoor storage of materials, related indoor storage requirements, related office use and access requirements. All M-1 uses will be permitted on the Property. The intended use will not cause nuisance to the adjoining property owners.
  - d. Completion of project construction and start of operation shall be within 3 years from date of City Council approval of the Agreement unless otherwise extended by agreement between the City Council and the Developer.
  - e. The project shall conform to City's Business License Application requirements.
  - f. The Property shall comply with all applicable City of Pontiac Ordinances, including the Zoning Ordinance, the M-2 zoning district regulations, and related requirements.
  - g. Upon approval of this Agreement and granting by the City of all entitlements required to develop the Property, Developer shall convey title to land located immediately north of



- and adjacent to the Property, approximately 65.44 acres, more specifically described in **Exhibit D**, to the City, for park and recreation purposes.
- h. Upon approval of this Agreement, the City agrees that the Developer shall have rights and be permitted to immediately use the Property as a temporary concrete batch plant and for bulk solids/aggregate storage for a period of twelve (12) months, while the permanent use as a concrete batch plant is constructed.
  - i. Upon approval of this Agreement, the City agrees to expedite its reviews of the related permit applications required to complete the work described in **Exhibit B**.
  - j. The City and Developer agree that, upon approval of this Agreement, the parties will work together to obtain approval and funding from the State of Michigan to construct a road to be used for ingress and egress of vehicular traffic to and from the Property, and, for use by the Developer's existing business located at 537 Bradford Street. The future road is expected to extend easterly from the Property to Opdyke Road. The parties agree that the inability to obtain funding and approvals to construct this new road shall not be a condition precedent to, or breach of, any obligations of either party to this Agreement.
  - k. Notwithstanding anything to the contrary contained in this Agreement, Developer's use of the Property shall be automatically revoked should a court of competent jurisdiction declare the use of the Property to be a nuisance via a final order not subject to further appeal.
5. Acknowledgement. This Agreement was proposed by Developer to induce City to grant the rezoning, and City relied upon such proposal and may not have granted the rezoning but for the terms spelled out in this Agreement; and, the conditions in this Agreement are authorized by applicable state and federal law and constitution; and, that the Agreement is valid and was entered into on a voluntary basis and represents a permissible exercise of authority by City. This Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the proposed use of the Property, taking into consideration the changed zoning district classification, and the specific use authorization granted.
6. Limitations On Development and Other Approvals. The Property shall not be developed or used in a manner inconsistent with this Agreement unless such development is otherwise approved and agreed upon by the City.
7. Period of Approval. This Agreement shall expire on \_\_\_\_, 2025, which is three (3) years from the date of this Agreement unless bona fide development of the Property pursuant to approved building and other permits required by City commences within the three (3) year period and proceeds diligently and in good faith as required by the Zoning Ordinance to completion; or, unless an extension of approval is granted by the City Council and upon the recording of a new Agreement. If this Agreement expires, and development work contemplated hereunder has not commenced, no development shall be undertaken or permits for the Property under this Agreement shall be issued unless permitted by the Zoning Ordinance. The City shall promptly review and process all applications for approvals submitted by the Developer and the City shall not unreasonably delay, condition, withhold, or deny the approval of any such application.
8. Revocation. If Developer violates the terms of this Agreement prior to development of the Property, after appropriate notice and opportunity for a hearing and for Developer to cure, the zoning

designation of the Property shall be amended to M-1 Light Industrial. It shall not be a violation of the terms of this Agreement if the alleged violation is result of permitting issues or delays, or delays in performance that result from third party actions.

9. Entire Agreement. This Agreement, the exhibits attached hereto, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between City and Developer concerning the project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions, or understandings, either oral or written, between them other than as set forth herein.
10. Relationship of the Parties. The relationship of City and Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between City and Developer, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.
11. Modification. This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by City and Developer.
12. Michigan Law to Control. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.
13. Due Authorization. City and Developer each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of City, its City Council and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, and as to Developer, by the members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.
14. No Personal Liability. The obligations hereunder of City and Developer shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Board member, agent, employee, or partner of any of said entities shall have any personal obligation, responsibility, or liability for the performance of the terms of this Agreement.
15. Signature. This Agreement may be executed in any number of counterparts and may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The parties further consent and agree that (i) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN" (or similar election), such party is signing this Agreement electronically, and (ii) the electronic signature(s) appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. Each of the parties intends to be bound by electronically generated signatures and/or by signature(s) on the facsimile or electronically imaged document, is aware that the other party will rely on such signature(s), and hereby waives any defenses to the enforcement of the terms of this Agreement based on the form of signature(s).



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

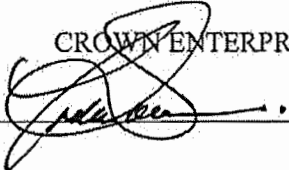
CITY OF PONTIAC

By: \_\_\_\_\_  
Tim Greimel, Mayor

STATE OF MICHIGAN       )  
                                      ) SS.  
COUNTY OF OAKLAND    )

The foregoing was acknowledged before me on \_\_\_\_\_, 2022, by Tim Greimel, the Mayor of the City of Pontiac, on behalf of the municipality.

\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Oakland

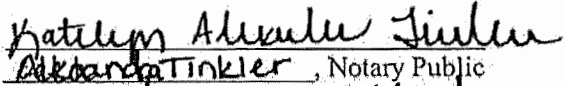
CROWN ENTERPRISES, LLC  
By:  \_\_\_\_\_  
Todd Goss

Its: Vice President

STATE OF MICHIGAN       )  
                                      ) SS.  
COUNTY OF MACOMB     )

The foregoing was acknowledged before me on September 7, 2022, by Todd Goss, the Vice President for Crown Enterprises LLC, a Michigan limited liability company on behalf of the company.

**KATELYN ALEXANDRA TINKLER**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires January 25, 2025  
Acting in the County of Macomb

Katelyn  \_\_\_\_\_, Notary Public  
State of Michigan, County of Oakland  
My Commission Expires: 1/25/25  
Acting in the County of Macomb



**EXHIBIT A**

**Map Depicting Property**

**[Legal Description to be Supplemented]**





**EXHIBIT B**

- 1. Application for Site Plan Review**
- 2. Application for Zoning Board of Appeals**
- 3. Application for Special Exception Permit**
- 4. Application for Zoning Map Amendment**  
**R-1 to M-2; M-1 to M-2**



# Application for Site Plan Review

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: 537 Bradford

Sidwell Number: 14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-326-002, 14-34-380-001

Office Use Only

PF Number: \_\_\_\_\_

Date: 7-15-2922

**Instructions:** Applications for Site plan Review along with the appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least 30 days before the regularly scheduled Planning Commission meeting. Please provide four sets of complete Site Plan drawings package including an electronic copy of all drawings where possible.

**Applicant (please print or type)**

Name	Crown Enterprises LLC		
Address	12225 Stephens		
City	Warren		
State	MI		
ZIP Code	48089		
Telephone	Main: 586-467-1711	Cell: 813-728-0180	Fax: 586-467-0114
E-Mail	donifer@gocrown.ws		

**Project and Property Information**

Name of Proposed Development: Concrete Batch Plant

The subject property is location at 537 Bradford on the N/S/E/W side of Bradford between South Boulevard and Auburn.

The property is zoned: R-1, M-1

It is proposed that the property will be used as: ready-mix concrete mix production plant

The subject property is legally described as follows (include sidwell numbers):

Parcels, or portions of Parcels, 14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-326-002, 14-34-380-001

The property has frontage of 900'+/- feet, and a depth of 500'+/- feet.

The total property is 34.99 AC (square feet/acres).

19

**It is proposed that the following building(s) will be constructed (indicate number of buildings, stories, floor areas, dwelling units):**

A building of approximately 9,100 SF will be constructed to enclose the concrete mix equipment. This building will include a mezzanine level of approximately 780 SF to be used as the Control Room for the plant equipment.

**Value of Construction**

Estimated cost of acquisition and construction -	\$2,275,000
Estimated Employment -	35
Estimated start and completion dates -	Estimated Start = 8-15-2022, Completion = 4-1-2023

**Property Owner Information**

Name	Crown Enterprises LLC		
Address	12225 Stephens		
City	Warren		
State	MI		
ZIP Code	48089		
Telephone	Main: 586-467-1711	Cell: 813-728-0180	Fax: 586-467-0114
E-Mail	donifer@gocrown.ws		

Are you the \_\_\_\_\_ Owner \_\_\_\_\_ Agent/rep. of the owner ☒ Other \_\_\_\_\_

**State why in your opinion, the approval of this Site Plan is necessary for the preservation and enjoyment of substantial property rights, and why such a plan will not be detrimental to the public welfare, nor the property of other persons located in the vicinity thereof:**

The proposed location is contiguous to other developed property owned by Crown Enterprises. The developed portion of the Crown property will provide ingress/egress, a maintenance shop facility, and diesel fuel system to support the proposed use. The plant equipment will be located inside of a building enclosure that will shield noises from, and visibility to, the operating equipment.

**Either a tree survey, prepared pursuant to Pontiac's Woodland Preservation ordinance is presented with this application OR I hereby certify that no trees with a trunk (stem) caliper/diameter of 6" or more exist on the site.**

\_\_\_\_\_  
**Signature of Owner**

\_\_\_\_\_  
**Signature of Applicant**

State of Michigan  
County of Oakland

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

\_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

19



# Application for Zoning Board of Appeals

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: 537 Bradford

Sidwell Number: 14-34-326-004

Date: 7-15-2022

Office Use Only

PF Number: \_\_\_\_\_

**Instructions:** Applications for Zoning Board of Appeals shall be filed with the Office of Land Use and Strategic Planning at least 30 days before the regularly scheduled Zoning Board of Appeals Meeting. Incomplete applications will delay the review process.

**Applicant (please print or type)**

Name	Crown Enterprises LLC		
Address	12225 Stephens		
City	Warren		
State	Michigan		
ZIP Code	48089		
Telephone	Main: 586-467-1711	Cell: 813-728-0180	Fax: 586-467-0114
E-Mail	donifer@gocrown.ws		

**Property Owner – if different (please print or type)**

Name			
Address			
City			
State			
ZIP Code			
Telephone	Main:	Cell:	Fax:
E-Mail			

**Property Information:**

Property Address: 537 Bradford

Zoning of Property: R-1 & M-1, Proposed = M-2

*Handwritten signature*

**The subject property is legally described as follows (include sidwell numbers):**

14-34-326-004

**Purpose of request:**

Dimensional height variance for building enclosure and storage silos.

**Please explain the nature of your hardship in accordance with the conditions listed above:**

The proposed height is unavoidable. The building enclosure height of approximately 55 feet is required to provide clearance above the concrete mix equipment. The proposed building height is kept to a minimum to provide this clearance.

The plant equipment includes storage silos that extend approximately 90' high. The nature of the concrete mixing requires the silos to be installed in this manner.

**Has a request ever been submitted to/or reject by the Planning Commission?** ☐ Yes ☒ No  
**If yes, state circumstances:**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Signature of Owner**

*State of Michigan  
County of Oakland*

On this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

\_\_\_\_\_  
*Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_*

*dg-*



# Application for Special Exception Permit

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address:

537 Bradford

Sidwell Number:

14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-326-002, 14-34-380-001

Office Use Only

PF Number:

Date: 7-15-2022

**Instructions:** Completed application with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least **30 days** prior to the scheduled Planning Commission Meeting. Application must complete in all respects with supporting documents such as site plan, property survey, detailed description of the proposed use, etc. Incomplete applications will delay the review process.

**Applicant (please print or type)**

Name	Crown Enterprises LLC		
Address	12225 Stephens		
City	Warren		
State	MI		
ZIP Code	48089		
Telephone	Main: 586-939-7000 Ext. 2135	Cell: 813-728-0180	Fax: 586-467-0114
E-Mail	donifer@gocrown.ws		

**Project and Property Information**

Name of Proposed Development: Concrete Batch Plant

The subject property is location at 537 Bradford on the N/S/E/W side of Bradford between South Boulevard and Auburn.

The property is zoned: R-1, M-1

It is proposed that the property will be used as: ready-mix concrete mix production plant

The subject property is legally described as follows (include sidwell numbers):

Parcels, or portions of Parcels, 14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-326-002, 14-34-380-001

ty

**Property Owner Information**

Name	Crown Enterprises LLC		
Address	12225 Stephens		
City	Warren		
State	MI		
ZIP Code	48089		
Telephone	Main: 586-939-7000 Ext. 2135	Cell: 813-728-0180	Fax: 586-467-0114
E-Mail	donifer@gocrown.ws		

Are you the \_\_\_\_\_ Owner ☒ Agent/rep. of the owner \_\_\_\_\_ Other \_\_\_\_\_

**The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).**

The proposed development includes a building of approximately 9,100 SF that will enclose the concrete mix equipment. In addition to the enclosed equipment, an aggregate hopper with conveyors will be installed to move the aggregates from exterior stockpiles into the plant. Concrete wash basins will be installed to process the washout water from the delivery trucks. Parking of approximately thirty-five ready mix delivery trucks will be provided. The fleet maintenance shop and diesel fuel facilities existing on the property will be used to support the proposed operation.

**Supporting materials required:**

- o Proof of ownership, purchase/lease agreement
- o Site plan, floor plan, elevations/photographs
- o Electronic copy of site plan associate planner

\_\_\_\_\_  
**Signature of Owner**

\_\_\_\_\_  
**Signature of Applicant**

State of Michigan  
County of Oakland

On this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

\_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_





# Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: 537 Bradford

Sidwell Number: 14-34-301-002, 14-34-326-003, 14-34-328-004, 14-34-328-002, 14-34-380-001

Office Use Only

PF Number: \_\_\_\_\_

Date: 7-15-2022

**Instructions:** Completed applications with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least **30 days** prior to the regularly scheduled Planning Commission meeting. Applications must be complete in all respects with supporting documents such as site plan, property survey etc. Planning staff will schedule the application for consideration by the Planning Commission in accordance with the attached schedule. Incomplete applications will delay the review process.

**Applicant (please print or type)**

Name	Crown Enterprises LLC		
Address	12225 Stephens		
City	Warren		
State	Mi		
ZIP Code	48089		
Telephone	Main: 586-467-1711	Cell: 813-728-0180	Fax: 586-467-0114
E-Mail	donifer@gocrown.ws		

**Project and Property Information**

Name of Proposed Development: Concrete Batch Plant

The subject property is location at 537 Bradford on the N/S (E) W side of Bradford between South Boulevard and Auburn.

The property is zoned: R-1, M-1

Proposed Zoning District: M-2 with conditions

It is proposed that the property will be used as: ready-mix concrete mix production plant

The subject property is legally described as follows (include sidwell numbers):

Parcels, or portions of Parcels, 14-34-301-002, 14-34-326-003, 14-34-326-004, 14-34-380-001.



**Property Owner Information**

Name	Crown Enterprises LLC		
Address	12225 Stephens		
City	Warren		
State	MI		
ZIP Code	48089		
Telephone	Main: 586-467-1711	Cell: 813-728-0180	Fax: 586-467-0114
E-Mail	donifer@gocrown.ws		

Are you the ☒ Owner \_\_\_\_\_ Agent/rep. of the owner \_\_\_\_\_ Other \_\_\_\_\_

**The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).**

The proposed use will include the storage and mixing of aggregate and cement to produce a concrete mix for public sale. The proposed development will include an all-weather permanent enclosure of the plant equipment to allow for production in all seasons, and will also provide for driver break area and the equipment control room. Included in the development will be accommodations for parking of employees and concrete delivery trucks, and concrete basins to recirculate the concrete truck washout water.

**State the reason for the Zoning Map Amendment, particularly the manner in which the City will benefit if the amendment is approved and why such change will not be detrimental to the public welfare and/or the property rights of other persons located in the vicinity of the site.**

The proposed location is contiguous to other developed property owned by Crown Enterprises. The developed portion of the Crown property will provide ingress/egress, a maintenance shop facility, and diesel fuel system to support the proposed use. The plant equipment will be located inside of a building enclosure that will shield noises from, and visibility to, the operating equipment. In addition to the plant enclosure being well-designed, the location of the development is well isolated, avoiding any detriment to surrounding properties.

\_\_\_\_\_  
**Signature of Owner**

\_\_\_\_\_  
**Signature of Applicant**

State of Michigan  
County of Oakland

On this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

\_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_



TOTAL ACREAGE: 135.448 ACRES



**SITE PLAN**

SCALE: N.T.S.


DATE: 8/22/2022	DRAWN BY: J. L. JONES	CHECKED BY: J. L. JONES	APPROVED BY: J. L. JONES	CROWN	EXHIBIT B - Revised 8-22-2022 ZONING MAP AMENDMENT NOAP										
-----------------	-----------------------	-------------------------	--------------------------	-------	---	--	--	--	--	--	--	--	--	--	--

*Handwritten signature*

**EXHIBIT C**


**Conditional Rezoning Plan**  
(to be inserted if required)

A handwritten signature in black ink, appearing to be 'Lg.' with a flourish.




**CROWN**  
ENGINEERING & SURVEY

**CONSTRUCTION**



**MISSIDIG**  
81



**Angle Design & Engineering**  
2010 Professional Engineer, State of New York  
No. 001234567, Exp. 12/31/2025

**PROJECT**

**CONCRETE PLANT**  
CONCRETE PLANT  
PORT ST. JOHNS

**SCALE** 1"=60'

**DATE** 10/1/2024

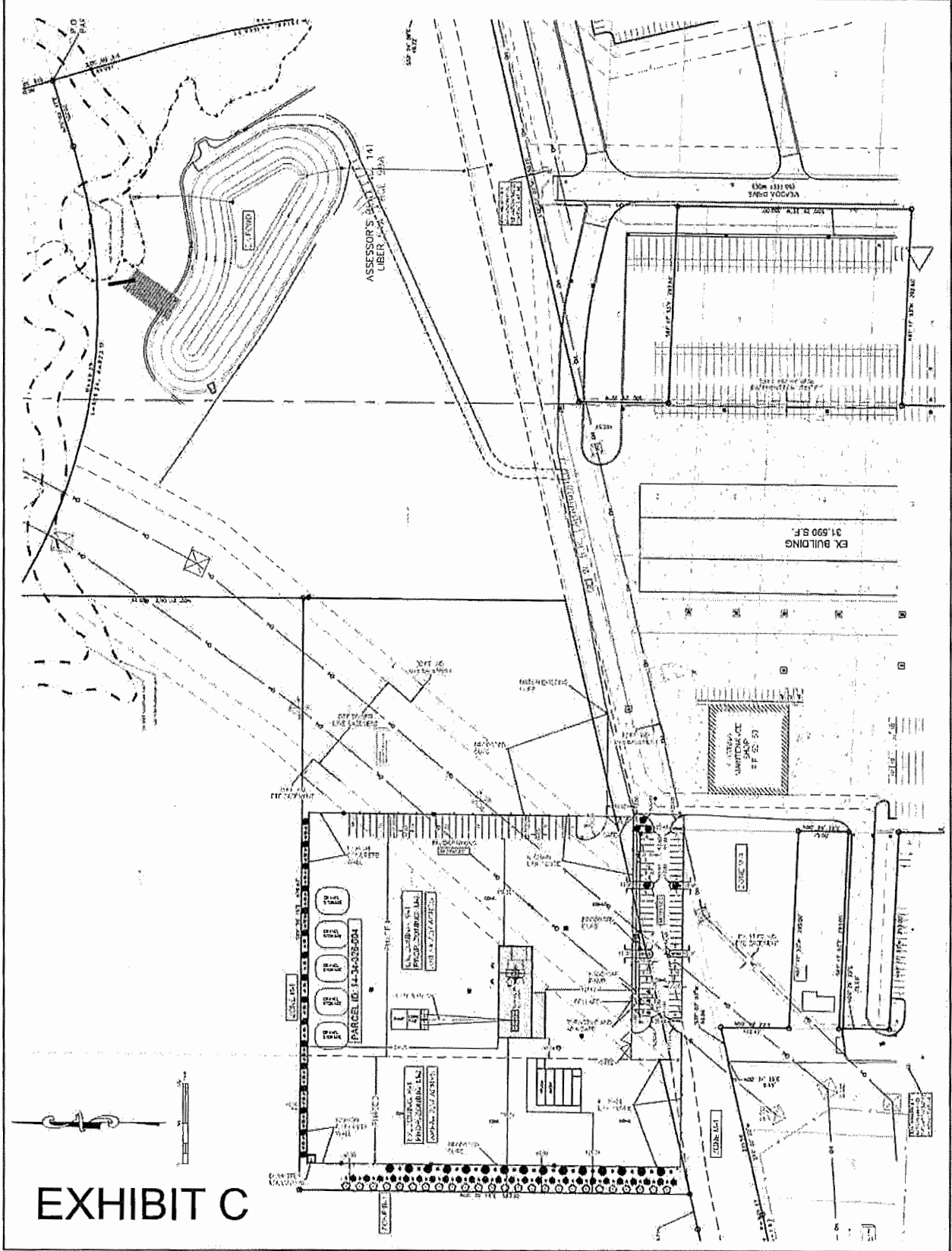
**BY** J. Smith

**CHECKED** M. Jones

**DATE** 10/1/2024

**OVERALL SITE PLAN**

**CS-100**



79

**EXHIBIT D**  
**LEGAL DESCRIPTION OF PROPERTY TO BE CONVEYED TO CITY BY**  
**DEVELOPER**

**Map Depicting Property**  
**[Legal Description to be Supplemented]**

A handwritten signature in black ink, appearing to be 'tg.' with a flourish.

TOTAL ACREAGE: 121.445 ACRES



10

**#7**

# **RESOLUTION**

## **Council Resolution in Support of the Woodward Loop Two-Way Conversion Project**

**Whereas**, Oakland County, in partnership with the City of Pontiac and Michigan Department of Transportation (MDOT), completed the Livability Study in 2014 which recommended converting the existing one-way configuration of the Woodward Loop to a two-way configuration, and;

**Whereas**, as a result of the 2014 Livability Study, MDOT completed the Woodward Loop Two-Way Conversion Study in 2016 which studied the feasibility of the two-way conversion, and;

**Whereas**, MDOT funded a \$30 million dollar project to convert the existing one-way Woodward Loop and Cass Ave to a two-way configuration and reconstruct M-59 within the Woodward Loop, and;

**Whereas**, the conversion of the roadway will promote connectivity of the surrounding neighborhoods to the downtown business district, allow for easier access to downtown Pontiac for residents and visitors, and encourage a safer roadway for all modes of transportation, and;

**Whereas**, MDOT has held several public engagement meetings and presented before City Council during the past year and will take into consideration feedback received from Pontiac residents and business owners as the design of the project proceeds, and;

**Whereas**, the project is currently in the early stages of design and is programmed for construction in 2025 and 2026, and;

**Whereas**, MDOT is preparing an application for Reconnecting Communities Pilot Grant funding for this project, which is due on October 14, 2022.

**Now therefore**, be it resolved that the Pontiac City Council hereby supports the Michigan Department of Transportation's project to convert the existing one-way configuration of the Woodward Loop and Cass Ave to a two-way configuration and reconstruct M-59 within the Woodward Loop; and further

**Resolved**, that the Pontiac City Council hereby supports the Michigan Department of Transportation's application for Reconnecting Communities Pilot Grant funding for this project.



**#8**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable Mayor, Council President, and City Council Members

**FROM:** Alicia Martin, Purchasing Manager

**DATE:** September 22, 2022

**RE: Pipeline Management Co., Inc. Contract Continuation & Renewal**

The City of Pontiac is currently an Oakland County Purchasing Cooperative member, where Pipeline Management Co., Inc. ("Contractor") is one of the bid awardees. The Contractor now provides stormwater services to the City of Pontiac. The City of Pontiac executed an agreement with the Contractor in 2017 that expired in 2020. Oakland County is updating its existing contract by expediting its renewal with the Contractor. The Interim Director of Public Works has requested a copy of the revised agreement. The Contractor continues to service the City of Pontiac in good faith and operates under the Oakland County agreement. Purchasing is asking Council to approve the use of the existing agreement until 2023 or until Oakland County expedites the contract renewal with the Contractor.

WHEREAS, The City of Pontiac requires storm drain and structure cleaning which is part of its maintenance and rehabilitation services;

WHEREAS, the existing Oakland County agreement expired 5/31/2020; purchasing is requesting an extension until 5/31/2023 for the expired agreement, and the renewal of the agreement Oakland County will execute in the interim;

WHEREAS, Oakland County is in the process of renewing its agreement with The Contractor Management Co., Inc.;

WHEREAS, the Contractor Management Co., Inc. contract with Oakland County has been most advantageous to the City in that it has saved the City the cost of expediting a competitive bid process for the stormwater services and has potentially provided access to a higher volume discount of savings using the cooperative.

NOW, THEREFORE,  
BE IT RESOLVED, that the City Council hereby authorizes Mayor Tim Greimel, to execute the agreement for continued stormwater services with Oakland County and Pipeline Management Co., Inc.

AM

## Alicia Martin

---

**From:** Allen H. Cooley III  
**Sent:** Monday, September 19, 2022 3:44 PM  
**To:** Alicia Martin  
**Cc:** Khalfani Stephens  
**Subject:** RE: Request for Nowak & Fraus Engineers Agreement  
**Attachments:** Contract - Storm Sewer Maint Contract - Pipeline Management SIGNED.pdf

Ok so we are using a co op for Pipeline Management with Oakland County's contract. Looks like the previous Mayor signed this in 2019, the county has an updated contract that I have requested that we do not have a copy of. This new one is good till 1 of 2023.

I believe we will have to either get approval to use the current one till 2023 or wait for Oakland County to reissue and then get approval to use the newest one.

Thoughts?



**Al Cooley III**  
Interim Director of Public Works

Main: 248.758.3600 | Office: 248.758.3617 | Fax: 248.758.3750  
e: [acooley@pontiac.mi.us](mailto:acooley@pontiac.mi.us) | [www.pontiac.mi.us](http://www.pontiac.mi.us)  
47450 Woodward Avenue | Pontiac, MI 48342

Click on a logo below for City of Pontiac updates via Social Media:



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**From:** Alicia Martin  
**Sent:** Monday, September 19, 2022 3:38 PM  
**To:** Allen H. Cooley III <[ACooley@pontiac.mi.us](mailto:ACooley@pontiac.mi.us)>  
**Subject:** RE: Request for Nowak & Fraus Engineers Agreement

Please disregard my previous reply. I do not need to prepare a letter. It was already prepared in 2022. Thanks!

---

**From:** Alicia Martin  
**Sent:** Monday, September 19, 2022 3:36 PM  
**To:** Allen H. Cooley III <[ACooley@pontiac.mi.us](mailto:ACooley@pontiac.mi.us)>  
**Subject:** RE: Request for Nowak & Fraus Engineers Agreement

Great minds think alike. I drafted one and was in the process of filling out the form to have the extension added to Council's agenda for next week.

---

**From:** Allen H. Cooley III  
**Sent:** Monday, September 19, 2022 3:35 PM  
**To:** Alicia Martin <[AMartin@pontiac.mi.us](mailto:AMartin@pontiac.mi.us)>  
**Subject:** RE: Request for Nowak & Fraus Engineers Agreement

Here is the contract extension letter for Nowak and Fraus. Working on the others.



**Al Cooley III**  
**Interim Director of Public Works**

**Main:** 248.758.3600 | **Office:** 248.758.3617 | **Fax:** 248.758.3750  
**e:** [acooley@pontiac.mi.us](mailto:acooley@pontiac.mi.us) | [www.pontiac.mi.us](http://www.pontiac.mi.us)  
47450 Woodward Avenue | Pontiac, MI 48342

Click on a logo below for City of Pontiac updates via Social Media:



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**From:** Alicia Martin  
**Sent:** Friday, September 16, 2022 1:15 PM  
**To:** Allen H. Cooley III <[ACooley@pontiac.mi.us](mailto:ACooley@pontiac.mi.us)>  
**Subject:** RE: Request for Nowak & Fraus Engineers Agreement

I apologize, but I also need the agreement for Pipeline Management and RNA Facilities Management. Thanks!

---

**From:** Alicia Martin  
**Sent:** Friday, September 16, 2022 1:08 PM  
**To:** Allen H. Cooley III <[ACooley@pontiac.mi.us](mailto:ACooley@pontiac.mi.us)>  
**Subject:** Request for Nowak & Fraus Engineers Agreement

Hi Al,

Please email the Nowak & Fraus agreement to me so that I can attach it to requisition 23-00527.

Thanks!

*Alicia L. Martin*

Purchasing Manager  
City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342  
P: (248) 758-3120

**CITY OF PONTIAC**  
**CONTRACT FOR STORM DRAIN AND STRUCTURE CLEANING, CLOSED**  
**CIRCUIT TV INSPECTION AND RELATED WORK**  
**CONTRACTOR: PIPELINE MANAGEMENT CO., INC.**

**THIS AGREEMENT IS A RESULT OF UTILIZING THE COOPERATIVE PURCHASING PROGRAM  
CREATED BY THE COMPLIANCE OFFICE-PURCHASING OFFICE, OAKLAND COUNTY, MICHIGAN.**

Pipeline Management hereby agrees to perform certain services related to storm drain and structure cleaning, television inspection (CCTV) and related work for the City of Pontiac.

This work shall be performed in accordance with the standards and specifications as defined in a certain contract between Pipeline Management Co., Inc. and Oakland County, Michigan. This contract being identified as:

CONTRACT NUMBER: 005099                      EVENT # 003987 AND # 003987A

EFFECTIVE DATE: 6/1/2017                      EXPIRATION DATE: 5/31/2020

This contract shall become, by reference, the contract entered into by Pipeline Management and the City of Pontiac and each party agrees to the terms and conditions set forth in this document.

As consideration for the performance of the services rendered and in accordance with the contract, the city agrees to compensate the contractor the amounts as shown in the Exhibit attached as the last three pages of the contract as follows:



1. Equipment Rate Payment Schedule (Event No. 003987 - Bid Date 4/24/2017)
2. Labor Rate Payment Schedule (Event No. 003987 - Bid Date 4/24/2017)
3. Project Specific Materials, Equipment Rentals and Subcontract Payment Schedule (Event No. 003987 - Bid Date 4/24/2017)

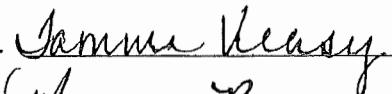
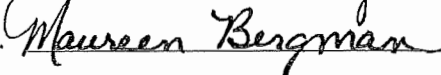
Sheet 2 of 2

**CONTRACT FOR STORM DRAIN AND STRUCTURE CLEANING, CLOSED  
CIRCUIT TV INSPECTION AND RELATED WORK**

Whenever a term utilized in the above-mentioned contract referring to Oakland County or any entity within the County Government it shall be understood that term shall refer to and mean the City of Pontiac.

WITNESSES:

1.   
David Wiskay
2.   
GERALD GARNATZ

1.   
James Healey
2.   
Maureen Bergman

FOR THE CONTRACTOR:

Jacob A. Di Ponio

Date

PIPELINE MANAGEMENT CO. INC.  
2673 E. Maple Road  
Milford, MI 48381  
Telephone: 248.

FOR THE CITY OF PONTIAC:

Deirdre Waterman

Date

Mayor, City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342

2/21/19

JC

H:documents



# CERTIFICATE OF LIABILITY INSURANCE

PIPEL-1 OP ID: CW

DATE (MM/DD/YYYY)  
02/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Charles O. Howey, Jr. Howey & Associates, Inc. 22333 Allen Road Woodhaven, MI 48183 Charles O. Howey, Jr		<b>CONTACT NAME:</b> Charles O. Howey, Jr. <b>PHONE (A/C, No, Ext):</b> 734-676-6600 <b>FAX (A/C, No):</b> 734-676-1372 <b>E-MAIL ADDRESS:</b> mpaquette@howey-insurance.com		
<b>INSURED</b> Pipeline Management Co., Inc., Subterranean, Inc. Jacob Di Ponio 2673 E. Maple Milford, MI 48381		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Amerisure Companies A		19488
		INSURER B: Westchester Surplus Lines A		10172
		INSURER C:		
		INSURER D:		
		INSURER E:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	CPP2065585	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X,C & U Included					PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> Contractual Liab					GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY		CA2073126	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS					
A	UMBRELLA LIAB		CU2065588	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE					
DED <input checked="" type="checkbox"/> RETENTION \$ 0						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A			WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
B	Prof/Poli Liab		CPLUS306565	12/31/2018	12/31/2019	Ded 2,500 1,000,000
A	Leased/Rented Equi		CPP2065585	12/31/2018	12/31/2019	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Pontiac and it's employees, consultants and officials as additional insured with respect to Commercial General Liability. Job reference City of Pontiac, Contract for Storm Drain and Structure Cleaning, Closed Circuitry TV Inspection and related work.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Charles O. Howey, Jr

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**NOTEPAD**

INSURED'S NAME Pipeline Management Co., Inc.,

PIPEL-1  
OP ID: CWPAGE 2  
Date 02/21/2019

Fire Legal Liability included Limit \$100,000  
Amerisure Insurance Co. Policy NO. CFP2065585  
Retro Date 12-31-2016

Umbrella limit increased to \$5,000,000 effective 1/9/19





COMPLIANCE OFFICE  
PURCHASING

OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

Pamela Welpert, Compliance Officer  
(248) 858-0997 | welpertp@oakgov.com

**COOPERATIVE PURCHASING PROGRAM**

The Oakland County Purchasing Division has developed an intergovernmental Cooperative Purchasing Program for use by other Michigan governmental entities and school districts for the procurement of goods and/or services from County contracted vendors who have agreed to extend the pricing, terms and conditions of their contracts with Oakland County. There is no cost to the participants or vendors for taking part in this program. The purpose of the program is to obtain lower overall costs for all participants by obtaining increased volumes and purchasing power.

Oakland County requires that participating vendors authorize the use of their contracts with the County in the cooperative purchasing program.

Once authorized, vendors agree to supply goods and/or services at the established County contract prices. All transactions will be conducted between the participating governmental entity and the contracted vendor. Orders will be submitted and invoiced, and payment will be remitted by the authorized units of government on a direct and individual basis in accordance with the pricing and terms of the contract.

Consequently, all vendors that would authorize the use of their awarded contracts are to indicate by checking the appropriate box below, whether THEY WILL accept orders resulting from the Vendor Quotation from authorized municipalities within Oakland County and surrounding counties.

Event Number: 003987

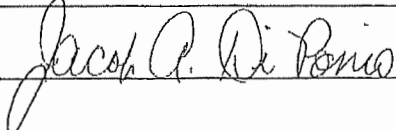
Contract Number: 005099

**BIDDER MUST CHECK ONE BOX BELOW**

☒ We WILL supply commodities and/or services from this contract to Oakland County government entities and school districts

☐ We WILL NOT supply commodities and/or services from this contract to Oakland County government entities and school districts. We will supply to Oakland County Only.

Company Name: Pipeline Management Co Inc

Authorized Signature:  Date: 5/26/2017



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE  
PURCHASING

Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com

Buyer: EJT

CONTRACT NUMBER: 005099

Event # 003987A

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$500,000.00		Effective Date: 6/1/2017	Expiration Date: 5/31/2020
Contract Description:	Sewer Lining/Repairs - M		
Contractor Information:		Contract Administrator:	
Pipeline Management Co Inc 2673 E Maple Road Milford, MI 48381 Vendor No: 15328			
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Buyer: Edward Tucker Sr OAKLAND COUNTY 2100 Pontiac Lake Rd Bldg 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Tim Prince One Public Works Drive Waterford MI 48328-1907 248-858-1069 princet@oakgov.com	

The Parties agree to the attached terms and conditions:

**FOR THE CONTRACTOR:**

SIGN: Jacob A. DiPonio  
Jacob A. DiPonio (May 24, 2017)

**FOR THE COUNTY:**

SIGN: Tim Prince  
Tim Prince (May 25, 2017)  
Contract Administrator

SIGN: Scott N. Guzzy  
Scott N. Guzzy (May 25, 2017)  
Pamela L. Welpert, CPA, CIA, Compliance Officer  
or  
Scott N. Guzzy, CPPO, MBA, Purchasing Admin

aec



This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Contractor Provided Insurance
- Section 9. Intellectual Property and Confidentiality
- Section 10. General Terms and Conditions

§1. **CONTRACT DEFINITIONS**

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. "Amendment" means any change, clarification, or modification to this Contract.
- 1.2. "Business Day" means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. "Claims" means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. "Confidential Information" means all information and data that the County is required or permitted by law to keep confidential and "Proprietary Information" as defined herein.
- 1.5. "Contract" means this document and any other documents expressly incorporated herein.
- 1.6. "Contractor" means the entity or person listed under "Contractor" on the first page of this Contract.
- 1.7. "Contractor Employee" means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venturer; partner or agent of Contractor; and any persons acting by, through, under, or in



concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.8. **"Contract Documents"** mean the following documents, which this Contract includes and incorporates:

**Exhibits (Applicable if Checked)**

- 1.8.1. ☒ Exhibit I: Contractor Insurance Requirements
- 1.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. ☐ Exhibit III: Federally Funded Contract Requirements
- 1.8.4. ☐ Exhibit IV: License for Use of County Servicemark
- 1.8.5. ☐ Exhibit V: Software License(s)
- 1.8.6. ☐ Exhibit VI: Acknowledgement of Independent Employment Status
- 1.8.7. ☒ Exhibit VII: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **"County"** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agents" as defined below.
- 1.10. **"County Agent"** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.11. **"County Data"** means information or data provided by County to Contractor in the performance of this Contract, including, but not limited to any personally identifiable information such as names, e-mail addresses, passwords, phone numbers, and home or business addresses. County Data includes Confidential Information as defined in this Contract.
- 1.12. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.13. **"Deliverables"** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.14. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 1.15. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.16. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.



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248-858-0511 | purchasing@oakgov.com

Information and the registration process are found at the E-Verify website:  
<https://e-verify.uscis.gov/enroll>.

- 1.17. **"Intellectual Property"** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/service mark, copyright, patent, trade secret, or Proprietary Information.
- 1.18. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.19. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.20. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.21. **"Proprietary Information"** means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.
- 1.22. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. **"Purchasing"** means the Purchasing Unit of the Oakland County Compliance Office.

§2. **CONTRACT TERM AND RENEWAL**

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur:
  - (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor;
  - (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. **CONTRACT ADMINISTRATION AND AMENDMENTS**

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders.



COMPLIANCE OFFICE  
PURCHASING

Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com

Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.

- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed in Exhibit VII and their duties shall be set forth in Exhibit VII. Unless otherwise stated in Exhibit VII, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, Invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 10 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.



§4. **CONTRACT TERMINATION**

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials, property, and County Data provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminating or limiting, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.



- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.
- §5. **SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**
- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables Identified in and as set forth in Exhibit VII, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit V, then the Parties shall follow the terms and conditions therein. Any applicable third party Software License(s) are also provided in Exhibit V. Unless specifically agreed to by County, if County Agents are required to accept click through license terms to access any of the Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect.
- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit VII. The amount and manner of payment of the financial obligation shall be set forth in Exhibit VII and may be in the Software License Exhibit V, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 5.6. **No Obligation for Penalties/Costs/Fines.** The County shall not be responsible for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the performance of this Contract under any circumstances.





- 5.7. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- §6. **CONTRACTOR'S WARRANTIES AND ASSURANCES**
- 6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policies and the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**
- 6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.



- 6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display appropriate County-provided identification at all times while working on County premises. Contractor shall return all County-provided identification upon completion of Contractor's obligations under this Contract.
- 6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 6.7.6. **Compliance with County Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the County's security and acceptable use policies for County property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the County shall provide such policies to Contractor.
- 6.7.7. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 6.7.8. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County,



and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.

6.8. **Acknowledgment of Independent Contractor Status.**

6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and limitations of independent contractors.

6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.

6.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.

6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.

6.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VI, Independent Employment Status prior to performing services for County and prior to receiving a County identification badge. Contractor Employees shall provide a signed copy of Exhibit VI to County's Purchasing Unit prior to the final execution of this Contract. Contractor Employees who begin an assignment at County after Contract execution, are required to provide a signed copy of Exhibit VI to the County's Purchasing Unit prior to receiving a County identification badge.

6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract.



Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.

- 6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.
- 6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. **Taxes.**
- 6.12.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 6.12.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.13. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.14. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 6.14.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable, (b) be of good quality, (c) be fit for their ordinary purpose, (d) be adequately contained and packaged, and (e) conform to the specifications and descriptions contained in the Contract.



- 6.14.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
- 6.14.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title, (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed, and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.15. **Response to Legal Request for County Data.** If County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 6.16. **Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the general public to access a website, Contractor warrants end users will have the ability to access the website to register and provide information updates to receive the Deliverables herein in accordance with the accessibility requirements of Section 508 Amendment to the Rehabilitation Act of 1973 (29 U.S.C § 794(d)).
- §7. **LIABILITY**
- 7.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.
- 7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.
- §8. **CONTRACTOR PROVIDED INSURANCE**  
At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications listed in Exhibit I.
- §9. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
- 9.1. **Contractor Use of Confidential Information/County Data.** Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information or County Data to any Contractor Employee not having a legitimate need to know the Confidential Information or County Data or to any third-party. Contractor and Contractor Employees shall only use the Confidential Information and County Data for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information or County Data if required by law, statute, or other legal process; provided that Contractor: (a) gives the



County prompt written notice of the impending disclosure, (b) provides reasonable assistance to the County in opposing or limiting the disclosure, and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information or County Data which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

- 9.2. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 9.3. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks to perform this Contract, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit IV. Contractor shall only use the servicemarks as directed by the County.
- 9.4. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure its Contractor Employees assign their rights and interests in County Intellectual Property to the County.
- 9.5. **Use of County Data.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this subsection apply:
- 9.5.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies



to its own confidential data of similar kind. Contractor warrants it follows security industry best practices.

- 9.5.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall notify County immediately on becoming aware of an actual or suspected unauthorized access, disclosure, or theft of County Data. Contractor shall do the following: (1) take commercially reasonable measures to promptly cure the deficiencies relating to the security breach in order to secure County Data, and (2) comply with any applicable federal or state laws and regulations pertaining to unauthorized disclosures.
- 9.5.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.
- 9.5.4. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.

§10. **GENERAL TERMS AND CONDITIONS**

- 10.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 10.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.
- 10.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 10.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.



- 10.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities.
- 10.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 10.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 10.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the County of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.
- 10.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, et seq. and MCL 15.321, et seq.), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 10.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 10.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to





respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.

**10.12. Assignments/Delegations/Subcontracts.**

**10.12.1. Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.

**10.12.2. Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.

**10.12.3. Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.

**10.12.4. Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.

**10.13. Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.

**10.14. No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.



- 10.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property and Confidentiality, and **Section 10.** General Terms and Conditions.
- 10.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 10.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 10.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any Insurable casualty or loss occurs.
- 10.18. **Notices.**
- 10.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax.
- 10.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 10.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 10.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender



(masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

- 10.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 10.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 10.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 10.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 10.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract 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 Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50<sup>th</sup> District 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. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 10.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.



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## EXHIBIT I CONTRACTOR INSURANCE REQUIREMENTS

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

### Primary Coverages

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

\$1,000,000 – Each Occurrence Limit

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

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

\$2,000,000 – General Aggregate Limit

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

**Workers' Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability Insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

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

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

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



**Supplemental Coverages (Required as Checked)**

1. ☐ **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining Insurance covering their equipment and personal property against all physical damage.
3. ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or present.
4. ☐ **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate when cleanup & debris removal are part of the services utilized.
5. ☐ **Medical Malpractice** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6. ☐ **Garage Keepers Liability** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7. ☐ **Cyber Liability** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

**General Insurance Conditions**

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

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers,



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directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;

6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's Insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.



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## EXHIBIT II

### BUSINESS ASSOCIATE AGREEMENT

(Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor ("Business Associate") and the County ("Covered Entity"). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as "Agreement." The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

- §1. **DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.
- 1.1 **Business Associate.** "Business Associate" means the Contractor.
- 1.2 **CFR.** "CFR" means the Code of Federal Regulations.
- 1.3 **Contract.** "Contract" means the document with the Purchasing Contract Number.
- 1.4 **Contractor.** "Contractor" means the entity or individual defined in the Contract and listed on the first page of this Contract.
- 1.5 **Covered Entity.** "Covered Entity" means the County of Oakland as defined in the Contract.
- 1.6 **Designated Record Set.** "Designated Record Set" is defined in 45 CFR 164.501.
- 1.7 **Electronic Health Record.** "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.8 **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
- 1.9 **HITECH Amendment.** "HITECH Amendment" means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.
- 1.10 **Individual.** "Individual" is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).
- 1.11 **Privacy Rule.** "Privacy Rule" means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.



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- 1.12 **Protected Health Information.** "Protected Health Information" or "PHI" is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.13 **Required By Law.** "Required By Law" is defined in 45 CFR 164.103.
- 1.14 **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.
- 1.15 **Security Incident.** "Security Incident" is defined in 45 CFR 164.304.
- 1.16 **Security Rule.** "Security Rule" means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.
- §2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.
- 2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; and (f) Business Associate shall conduct a security risk analysis.
- 2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- 2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.
- 2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.





- 2.6 Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:
- 2.6.1 If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, "discovery" means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.
- 2.6.2 Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.3 Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.4 Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.
- 2.7 Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate



with respect to information. Business Associate shall ensure that any agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.

- 2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.
- 2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.
- 2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

§3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

Business Associate may use and disclose PHI as set forth in this Section.

- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule,



provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.

3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. **OBLIGATIONS OF COVERED ENTITY.**

4.1 Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.

4.4 Covered Entity shall manage all users of services including its qualified access, password restrictions, inactivity timeouts, downloads, its ability to download and otherwise process PHI.

4.5 The Parties acknowledge that Covered Entity owns and controls its data.

4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or



limitation(s) to such notice, to the extent such changes or limitations may effect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site.

§5. **EFFECT OF TERMINATION.**

- 5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- 5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6. **MISCELLANEOUS.**

- 6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.
- 6.2 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 6.3 **Amendment.** The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.
- 6.4 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.



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### EXHIBIT III FEDERALLY FUNDED CONTRACT REQUIREMENTS

Exhibit III sets forth additional provisions for all federally-funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

- A. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.
- A.1 **Right to Cure.** If the Contractor breaches the Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
- A.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
- B. **Contractor's Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in the Contract; however such costs shall not exceed 50% of the County's financial obligation under this Contract.
- C. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
  - C.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");



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- C.2 The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");
- C.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- C.4 The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- C.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- C.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- C.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
- D. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
- E. **Equal Employment Opportunity.** If this Contract meets the definition of "Federally Assisted Construction Contract" under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
  - E.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - E.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.



- E.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- E.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- E.7 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



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#### EXHIBIT IV

#### LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically relating to the scope of work in this contract.

The Mark may be used on: (Applicable if Checked):

- ☐ Printed materials
- ☐ Electronic materials
- ☐ Contractor's website: [insert website address]

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.





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### SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

[Insert]

Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit, without the express consent of County.



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## EXHIBIT VI

### ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I, \_\_\_\_\_, am an employee or subcontractor of

(Name of Contractor's Company): \_\_\_\_\_

(hereinafter "Company") under Contract #: \_\_\_\_\_, and acknowledge that:

- At all times during my assignment to Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

**I understand that:**

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

**I acknowledge that:**

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- I shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies.

Print: \_\_\_\_\_

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

Sign: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Sign: \_\_\_\_\_

*\*Contractor or Contractor's Employee must provide a copy of completed form to the Compliance Office/  
Purchasing Unit – [Purchasing@oakgov.com](mailto:Purchasing@oakgov.com) before receiving a County Identification badge.*



## EXHIBIT VII

### SCOPE OF CONTRACTOR DELIVERABLES / FINANCIAL OBLIGATIONS

#### 1. General

WRC anticipates numerous maintenance and re-habilitation projects will be performed by one or more contractors during the duration of the Contract. The scope and duration of each project will be developed prior to assigning to the contractor. Based on the scope developed, for any individual project, WRC may request a project estimate from one or more of the contractors, based on the Contract rates/ unit prices or lump sum amounts.

The project estimate may be used as a not to exceed amount for that particular project, as agreed upon between WRC and the Contractor. Project assignments will be made at the sole discretion of WRC.

#### 2. Contractor Availability

The Contractor must be available for emergency services, with the ability to mobilize on site and be ready to work within 2 hours of being notified for any emergency maintenance or repair. In addition, the Contractor must have the ability to work flexible hours, including nighttime hours, and 4 day, ten hour per day work weeks, as determined necessary by WRC.

#### 3. Inspection

WRC shall provide full time inspection, during the duration of each project. No operation(s) shall commence without WRC inspection, unless otherwise approved by WRC.

#### 4. Work Cancellation

WRC will have complete discretion to cancel work due to weather and or other circumstances with no penalty to WRC. Every attempt will be made to cancel work as soon as feasibly possible.

#### 5. Invoicing

Contractor invoicing shall be performed on a monthly basis or a mutually agreed upon schedule between WRC and the Contractor. Invoicing shall be itemized in accordance with the Contractor line items and segregated by the type of work and work order.

For each project, the contractor may bill only one mobilization charge.

Contractor shall provide back-up information such as purchase orders, invoices, delivery receipts and subcontractors a required by WRC for all subcontracted services and purchased material and supplies.



6. Non-productive Time

Non-productive time due to equipment failure or other Contractor determined cause will not be included in the Contractor's monthly invoice.

7. Grant Eligibility

Certain projects may have grant eligibility requirements which will be provided by the Contractor at no cost to WRC, unless otherwise agreed upon.

8. Safety

Contractor shall be responsible for adhering to all local, State, and Federal Safety Standards. No additional payment will be made for any items needed to adhere to all local, State and Federal Safety Standards.

9. Maintenance and Rehabilitation Services

(a) General

Bidders shall be capable of providing one or more of the services detailed below. All work shall be performed in a professional manner and shall be consistent with the practices of the trade and the attached specifications for each operation. *Specific information regarding items b-i will be found in Attachment C.*

(b) Thermal (Hot Water or Steam) Cured in Place Pipe Liner

Provide for the reconstruction of sewer pipes by the use of the Cured-in-Place Pipe (C.I.P.P.) process utilizing the trenchless method of installation of a resin-impregnated, flexible tube which is inverted into the existing sewer by hydrostatic head or steam and cured by means of thermally heated water or steam. When cured, the finished sewer lining shall be tight fitting and continuous from end to end. This operation shall be performed in accordance with the attached Thermal Cured in Place Pipe Specification or as otherwise agreed upon by WRC.

(c) UV Cured in Place Pipe Liner

Provide for the reconstruction of sewer pipes by the use of the Cured-in-Place Pipe (C.I.P.P.) process utilizing the trenchless method of installation of a resin-impregnated, flexible tube which is inverted into the existing sewer by hydrostatic head or steam pressure and cured by means of ultraviolet light. When cured, the finished sewer lining shall be tight fitting and continuous from end to end. This operation shall be performed in accordance with the attached UV Cured in Place Pipe Specification or as otherwise agreed upon by WRC.

(d) By-Pass Pumping and Dewatering

Provide by-pass pumping and dewatering services as determined necessary and agreed upon between WRC and the Contractor.

(e) Manhole and Pipe Rehabilitation by Spray Lining

Provide for the reconstruction of manholes and sewer pipes by the use of the Spray Lining Rehabilitation process, spraying a cementitious lining, epoxy lining or



another approved material into an existing host manhole and/or pipe. This operation shall be performed in accordance with the attached Manhole and Pipe Rehabilitation and Spray Lining Specification or as otherwise agreed upon by WRC.

(f) Sewer Cleaning

The cleaning of small, moderate and large diameter sewers, complete with removal and disposal of debris resultant from the cleaning operation. Cleaning shall include, but not limited to, the removal of dirt, grease, rocks, roots, also other foreign solid or semi-solid material and obstructions from designated sewer lines and structures, including disposal of the materials. The work of this section shall conform to the applicable portions of the National Association of Sewer Service Companies (NASSCO) and performed in accordance with the attached Sewer Cleaning Specifications, or as otherwise approved by WRC.

(g) Sewer Pipe Joint Testing and Sealing

Sewer pipe joint testing is used to test the integrity (tightness or leakage) of individual pipe joints. The intent of pipe joint testing is to identify those sewer pipe joints that are defective (allowing groundwater to enter the sewer system) and that can be successfully sealed by the internal pipe joint sealing process. Testing of joints which are visibly leaking (infiltrating) is unnecessary because the intent of testing is obviously attained. Testing cannot be performed and will not be required on cracked or broken pipe, building sewers, or sections of pipe between joints. Sealing is done by grouting of internal joints of sewer pipes which have failed the joint test criteria described in Sewer Pipe Joint Testing Specification. All grout shall contain root inhibitor unless specified otherwise.

(h) CCTV / Sewer Inspection

Sewer inspection shall include Closed Circuit TV (CCTV) and/or Walk through Inspections of large diameter sewers. Personnel viewing the live video feed in the televising van must be NASSCO certified and have at least three years of certified NASSCO grading experience. All work must be in PACP format. WRC uses GraniteNet software. The work of this section shall conform to the applicable portions of the National Association of Sewer Service Companies (NASSCO) and performed in accordance with the attached CCTV Inspection Specifications. All videos and reports shall be submitted on a portable hard drive or thumb drive and shall include work order numbers, footage and a video log. DVD's will not be accepted. Contractor shall keep copies of video and reports for one (1) year on a separate dedicated WRC hard drive. Video and reports shall be submitted with any payment request for WRC review prior to issuance of payment.

(i) Other as Needed Services

Other maintenance and rehabilitation services not identified in this RFP may be included in the Contractor's proposal. For these services the Contractor's proposal shall include a clear description of the proposed service, including applicable specifications and applicable pricing.

Oakland County Water Resources Commissioner  
Event No. 003987 - Bid Date April 25, 2017  
Equipment Rate Payment Schedule

Description	Proposed Rates For 3 Year Contract Term				
	Hourly	Daily	Idle	Weekly	Monthly
Jet/Vac Combo Unit- Includes 1- 50' Section of Layflat	125.00		62.50		
T.V. Grout Unit	95.00		47.50		
Off Road CCTV Unit	95.00		47.50		
UV Spot Liner Unit	120.00		60.00		
Supervisors Vehicle	25.00		12.50		
3/4 Ton and Less Support Vehicle	25.00		12.50		
Cargo Van	25.00		12.50		
F450 Stake Truck	25.00		12.50		
Easement Machine w/Trailer		400.00	200.00		
10' Tag Trailer	15.00		7.50		
Mobile Grout Reel		250.00	125.00		
Trailer Mounted Grout Unit	75.00		37.50		
Joint Grouting Packer (8"-10")		100.00			
Joint Grouting Packer (12"-15")		200.00			
Joint Grouting Packer (18"-21")		300.00			
Joint Grouting Packer (24"-42")		350.00			
Lateral Grouting Packer (8"-12")		400.00			
Lateral Grouting Packer (15"-24")		450.00			
Lateral Inspection Equipment From The Main	40.00				
Lateral Cleaning Equipment		200.00			
Reinstatement Cutter		350.00			
Root Cutter - 8"-12" (Carbide Blade)	35.00				
Root Cutter - 15"-24" (Carbide Blade)	35.00				
Root Cutter - 8"-12" (Chain knockers)	10.00				
Root Cutter - 15"-24" (Chain knockers)	10.00				
		200.00			
Traffic Cones		2.50			
Traffic Barrels		4.00			
Traffic Signs		6.00			
Arrow Board		200.00	100.00		
Sewer Plug 8" - 24"		100.00		400.00	1,200.00
Sewer Plug 24" - 36"		150.00		600.00	1,800.00
Lay Flat Discharge Hose - 50 Ft. Sections (for pump or vactor)		25.00			
Chain Saw		75.00		300.00	900.00
2000-3500 Watt Generator		100.00			
Chipping Hammer		30.00			
Air Compressor - To 175 CFM	25.00		12.50		
Dry suit		200.00			
Sonde Manhole Locator		100.00			
Payment Terms: Net 30					

**Oakland County Water Resources Commissioner**  
**Event No. 003987 - Bid Date April 25, 2017**  
**Labor Rate Payment Schedule**

**Proposed 2017/18 Prices**

Description	Std.	1.5 O.T.	Double
	Rate	Rate	Time Rate
Field Superintendent	78.00	100.00	129.00
Foreman	58.00	77.00	96.00
Operator/Driver	68.00	77.00	96.00
Spot Line Driver/Operator	78.00	100.00	129.00
Laborer	52.00	69.00	86.00
Professional Engineer	85.00	110.00	135.00

**Proposed 2018/19 Prices**

Description	Std.	1.5 O.T.	Double
	Rate	Rate	Time Rate
Field Superintendent	79.00	102.00	130.00
Foreman	59.00	78.00	97.00
Operator/Driver	59.00	78.00	97.00
Spot Line Driver/Operator	79.00	102.00	130.00
Laborer	54.00	71.00	90.00
Professional Engineer	85.00	110.00	135.00

**Proposed 2019/20 Prices**

Description	Std.	1.5 O.T.	Double
	Rate	Rate	Time Rate
Field Superintendent	80.00	104.00	134.00
Foreman	60.00	80.00	100.00
Operator/Driver	60.00	80.00	100.00
Spot Line Driver/Operator	80.00	104.00	134.00
Laborer	56.00	73.00	93.00
Professional Engineer	85.00	110.00	135.00

Standard Rates: First 40 Hours per week

1.5 O.T. Rates: Over 40 Hours per week

Double Time Rates: Between the hours of 11:00 P.M. and 7:00 A.M.,

Saturday, after 5:00 P.M., Sunday and All Legal Holidays

Equipment and one driver per piece will bill one half hour to and from jobsite daily.

No travel time will be billed for job labor not specifically driving equipment to or from the worksite.

Payment Terms: Net 30

Oakland County Water Resources Commissioner  
 Event No. 003987 - Bid Date April 25, 2017  
 Project Specific Materials, Equipment Rentals and Subcontract Payment Schedule

**MATERIALS**

Description	Proposed Rates		
	2017/18	2018/19	2019/20
Grout	17.00	18.00	19.00
All Project Specific Materials & Supplies Shall Be Invoiced At Cost + 10%			

**SUBCONTRACT**

Description	Proposed Rates		
	2017/18	2018/19	2019/20
All Project Specific Subcontract Costs Shall Be Invoiced At Cost + 10%			

**EQUIPMENT RENTAL**

Description	Proposed Rates		
	2017/18	2018/19	2019/20
All Project Specific Equipment Rentals Shall Be Invoiced At Cost + 10%			

Payment Terms: Net 30



**#9**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President and City Council

**FROM:** Alexandra Borngesser, Grants

**DATE:** September 27, 2022

**RE:** **Council resolution to approve the budget amendment to increase budgeted revenues in the amount of \$19,372 to the General Fund in account 101-000-532.000-FBI- Federal Grants Others, and appropriations in the amount of \$19,372 to account 101-301-818.069-FBI - Professional Service - Oakland County Sheriff OT.**

---

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned full-time to FBI-managed task forces provided the overtime expenses were incurred as a result of task force-related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA, and an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For fiscal year 2022, the maximum limits for reimbursements under these CRAs are \$1,614.33 per month and \$19,372 per year for each officer assigned full-time to the task force. These limits are effective for overtime worked on or after October 1, 2021.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officer's benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Budget Officer and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

This notice does not represent an authorization to obligate or expend funds. The actual amount of overtime expenses that can and should be approved for each task force officer is also dependent upon the availability of funding and operational necessity.



**Council resolution to approve the budget amendment to increase budgeted revenues in the amount of \$19,372 to the General Fund in account 101-000-532.000-FBI– Federal Grants Others, and appropriations in the amount of \$19,372 to account 101-301-818.069-FBI - Professional Service - Oakland County Sheriff OT.**

**WHEREAS**, the City of Pontiac was awarded \$19,372 in reimbursement from the Federal Bureau of Investigation, and;

**WHEREAS**, the reimbursement is for the cost of overtime incurred by officers assigned full-time to FBI-managed task forces provided the overtime expenses were incurred as a result of task force-related activities, and;

**WHEREAS**, the reimbursement is for fiscal year 2022, the maximum limits for reimbursements under these CRAs are \$1,614.33 per month and \$19,372 per year for each officer assigned full-time to the task force, and;

**WHEREAS**, the funds from the reimbursement will increase the budgeted revenue for the current fiscal year 2022-2023 in the amount of \$19,372 for grant income, and increase the appropriations in the amount of \$19,372, representing expenditures.

**WHEREAS**, the increased appropriations will not affect the fund balance in the General Fund due to increase in the revenue for the same amount.

**NOW THEREFORE**, be resolved that the City Council hereby approves the budget amendment for Fiscal Year 2022-23 as requested by the Administration receiving revenues in the amount \$19,372 General Fund in account 101-000-532.000-FBI– Federal Grants Others, and appropriations in the amount of \$19,372 to account 101-301-818.069-FBI - Professional Service - Oakland County Sheriff OT.

NOTICE OF LIMITS  
FOR  
FY 2022 STATE AND LOCAL OVERTIME REIMBURSEMENTS

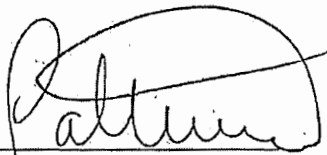
Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI-managed task forces provided the overtime expenses were incurred as a result of task force-related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA, and an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **fiscal year 2022**, the maximum limits for reimbursements under these CRAs are **\$1,614.33** per month and **\$19,372** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2021.

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This notice does **not** represent an authorization to obligate or expend funds. The actual amount of overtime expenses that can and should be approved for each task force officer is also dependent upon the availability of funding and operational necessity.



Ambrosia Patterson  
Budget Officer  
Federal Bureau of Investigation

8/17/2021

Date

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FEDERAL BUREAU OF INVESTIGATION  
OAKLAND COUNTY GANG AND VIOLENT CRIME  
SAFE STREETS TASK FORCE  
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Oakland County Sheriff's Office. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Oakland County Gang and Violent Crime Safe Streets Task Force (SSTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Detroit Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the Safe Streets Task Force Coordinator (Task Force Coordinator). Either the SSTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. SSTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.
11. An Executive Board consisting of staff of all of the SSTF members will hold a meeting on an annual basis to review progress and provide feedback to the SSTF.

**B. Case Assignments**

12. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
13. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.

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14. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.
15. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

16. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

17. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
18. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
19. SSTF investigative leads outside of the geographic areas of responsibility for FBI Detroit Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

20. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF. These disclosures will be consistent with applicable FBI guidelines.
21. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
22. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development,

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operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

23. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
24. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

25. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
26. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
27. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
28. SSTF investigative records maintained at the Detroit Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
29. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.
30. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
31. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.



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32. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

**INFORMATION SHARING**

33. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
34. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
35. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
36. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
37. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
38. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

**PROSECUTIONS**

39. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

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40. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
41. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

42. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
44. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

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**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

45. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

47. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

48. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
49. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

50. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA SSTF personnel will require the execution of a separate Vehicle Use Agreement.

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

#### **FOR OFFICIAL USE ONLY**

51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SSTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA SSTF personnel which is outside the scope of their official duties and assignments under this MOU.

#### **SALARY/OVERTIME COMPENSATION**

55. The FBI and LEA remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

#### **PROPERTY AND EQUIPMENT**

57. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

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**FUNDING**

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

59. Forfeitures attributable to SSTF investigations may be used by SSTF to further support SSTF operations or equitably shared with the agencies participating in the SSTF.
60. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
61. Forfeitures processed by the FBI will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ.
62. The Southfield Police Department (SPD) will be responsible for processing assets seized for state forfeiture in conjunction with SSTF operations. To defray the costs associated with the forfeiture proceedings under state law, the SPD will receive 10% of each SSTF state forfeiture processed by the SPD.
63. Forfeitures processed by the SPD will be conducted in accordance with State of Michigan law and the rules and regulations set forth by the State of Michigan.
64. The fiduciary of the SSTF forfeiture shall keep separate accounts for the proceeds of Federal and State forfeiture.
- a. SSTF Forfeiture Account(s)
- i. The SSTF forfeiture account will be utilized by the SSTF solely for the operation of the SSTF unless otherwise specifically authorized by the Executive Board.
- ii. The Bloomfield Township Police Department (BTPD) will serve as fiduciary of the SSTF forfeiture account(s). Should the BTPD no longer be able to serve as the SSTF fiduciary, the Executive Board is authorized to appoint a participating agency/department as the fiduciary for the SSTF.

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- iii. Auditing of the SSTF forfeiture account shall comply with the U.S. Department of Justice, Criminal Division, Asset Forfeiture and Money Laundering Section, Guide to Equitable Sharing for State and Local Law Enforcement Agencies.
- iv. The SSTF forfeiture account will be capped and maintained at \$500,000.00. Any amount exceeding this cap will be distributed to the non-federal participants in a ratio equal to each respective agency's manpower participation. The Executive Board delegates approval to the FBI SSTF Supervisor to disburse payments to non-federal participants consistent with this MOU. Forfeiture funds must be used consistent with the rules delineated in the DOJ Equitable Sharing Guidelines.
- v. The FBI will be responsible for conducting an inventory of all non-disposable equipment utilized by the SSTF.

**b. Expenses**

- i. Any expenditure over \$10,000.00 shall require the approval of the SSTF Executive Board with the exception of what is delineated above regarding disbursements to non-federal participants, or for expenditures used for the controlled purchase of illegal drugs or for show money. Any expenditure \$10,000.00 and under, the SSTF Executive Board deems an incidental expenditure and delegates request approval to the FBI SSTF Supervisor.
- ii. Controlled Purchase of Illegal Drugs - expenditures used for the controlled purchase of illegal drugs over \$50,000 shall require the approval of the SSTF Executive Board. Expenditures used for the controlled purchase of illegal drugs \$50,000 and under, the Executive Board delegates request approval to the FBI SSTF Supervisor.
- iii. Show Money - expenditures used for show money over \$50,000 shall require the approval of the SSTF Executive Board. Expenditures used for show money \$50,000 and under, the Executive Board delegates request approval to the FBI SSTF Supervisor.
- iv. The SSTF Executive Board must approve any expenditure outside the purpose and scope of the SSTF.

**DISPUTE RESOLUTION**

- 65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
- 66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

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**MEDIA RELEASES**

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO SSTF AND SECURITY CLEARANCES**

69. If an LEA candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
70. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
72. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
73. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

74. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
75. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SSTF or otherwise relating to the SSTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SSTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state

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or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SSTF personnel.
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Detroit Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.
78. Liability for any conduct by SSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.



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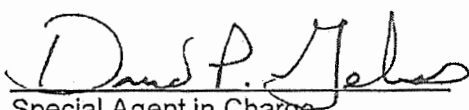
DURATION

79. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
80. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.
83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

  
Special Agent in Charge

Federal Bureau of Investigation

01/23/17  
Date

  
Sheriff

Oakland County Sheriff's Office

11-15-16  
Date

**#10**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable Mayor, Council President, and City Council Members

**FROM:** Alicia Martin, Purchasing Manager

**DATE:** September 22, 2022

**RE:** **Pitney Bowes Lease Agreement (Renewal)**

The City of Pontiac uses the Pitney Bowes P1500 Series equipment to process postage for all City departments. The City of Pontiac acquired the initial equipment lease through the City of Pontiac's cooperative purchasing membership with the State of Michigan's Cooperative, MiDeal. The competitive bid process requirements, indicated in City's Municipal Code (2-523), were met. Legal counsel notified the purchasing manager on 9/21/22 that purchasing should obtain Council's approval because the lease is considered an interest in the property, and the purchase is considered major. Purchasing considered time was of the essence and expedited the approval of the lease renewal without knowing that the purchase was considered a major one. Purchasing will establish an approval workflow to help expedite the approval process for future lease agreements so that those requiring counsel's approval will receive it before contract execution.

WHEREAS, The City of Pontiac requires postal equipment/service to meet its mailing needs;

WHEREAS, The existing postal equipment lease was up for renewal;

WHEREAS, A new lease has been executed for continued use of postal equipment;

WHEREAS, The Pitney Bowes contract through MiDeal has been most advantageous to the City in that it has saved the City the cost of expediting a competitive bid process for the equipment lease and has provided access to a higher volume discount of savings using the cooperative.

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorizes the approval of an executed agreement, signed by the Deputy Mayor, with Pitney Bowes for the City to continue leasing postal equipment to meet its mailing needs.

AM



## RESOLUTION STAFF REVIEW FORM

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

## CITY OF PONTIAC

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**BUDGET YEAR 1** \$3,508.68

**BUDGET YEAR 2** \$3,508.68

**BUDGET YEAR 3** \$3,508.68



Finance Department  
Purchasing Division  
47450 Woodward Ave.  
Pontiac, MI 48342-2245

# Purchase Order

09/21/2022  
03:18 PM

Purchase Order No 21-00713

Purchase Order Date 06/08/2021  
Required Date 06/30/2021  
Ordered By DCARRINGTON

Ship Via  
Terms None

Vendor 00002316  
Address Pitney Bowes Inc  
P.O. Box 371887  
Pittsburgh, PA 15250-7887

Ship To  
Shipping Code CITYHAL  
Contact CITY OF PONTIAC  
Address 47450 WOODWARD AVE.

PONTIAC, MI 48342

PO Description Billing period - 03/30/21- 06/29/21

Quantity	Units	Description	Unit Price	Amount
1	Each	City Council 101-101-942.000	9.64	9.64
1	Each	Mayor 101-171-942.000	3.86	3.86
1	Each	Executive Office 101-171-942.000	3.86	3.86
1	Each	City Clerk 101-191-942.000	152.33	152.33
1	Each	Finance Adm 101-206-942.000	23.14	23.14
1	Each	City Clerk 101-215-942.000	13.50	13.50
1	Each	Treasury 101-253-942.000	23.14	23.14
1	Each	City Atty 101-266-942.000	0.96	0.96
1	Each	Personnel Services 101-270-942.000	19.28	19.28
1	Each	Bldg & Safety 249-371-942.000	578.52	578.52
1	Each	DPW Operations 101-458-942.000	0.96	0.96
1	Each	Redev & Hsg 101-690-942.000	9.64	9.64
1	Each	Planning 101-721-942.000	57.86	57.86
1	Each	Ruth Peterson 212-813-942.000	0.49	0.49
1	Each	Bowen Center 212-814-942.000	1.21	1.21
1	Each	Sanitation 226-528-942.000	1.73	1.73
Total:				900.12

To secure a prompt payment, invoices should include the purchase order number, the contractor name and the dates worked. Suppliers must submit invoices electronically to [accountspayable@pontiac.mi.us](mailto:accountspayable@pontiac.mi.us).

The City of Pontiac is exempt from paying sales tax on all purchases. Please do not include sales tax on invoices. The Certificate of Exemption can be provided upon request.

ONLY A VALID PURCHASE ORDER REPRESENTS A PURCHASE REQUEST TO YOU BY THE CITY.





Approved By \_\_\_\_\_

Date \_\_\_\_\_





## CITY OF PONTIAC

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**BUDGET YEAR 1** \$3,508.68

**BUDGET YEAR 2** \$3,508.68

**BUDGET YEAR 3** \$3,508.68



Finance Department  
Purchasing Division  
47450 Woodward Ave.  
Pontiac, MI 48342-2245

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09/21/2022

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P.O. Box 371887  
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Ship To  
Shipping Code CITYHAL  
Contact CITY OF PONTIAC  
Address 47450 WOODWARD AVE.

PONTIAC, MI 48342

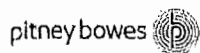
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1	Each	Sanitation 226-528-942.000	1.73	1.73
Total:				900.12

To secure a prompt payment, invoices should include the purchase order number, the contractor name and the dates worked. Suppliers must submit invoices electronically to [accountspayable@pontiac.mi.us](mailto:accountspayable@pontiac.mi.us).

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ONLY A VALID PURCHASE ORDER REPRESENTS A PURCHASE REQUEST TO YOU BY THE CITY.



## NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

### Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

PONTIAC CITY OF

386005034

**Sold-To: Address**

47450 WOODWARD AVE, PONTIAC, MI, 48342-5009, US

**Sold-To: Contact Name****Sold-To: Contact Phone #****Sold-To: Account #**

Markelta Johnson

248-758-3201

0011324428

**Bill-To: Address**

47450 WOODWARD AVE, PONTIAC, MI, 48342-5021, US

**Bill-To: Contact Name****Bill-To: Contact Phone #****Bill-To: Account #****Bill-To: Email**

Janet Peters

(248) 758-3121

0017039020

jpeters@pontiac.mi.us

**Ship-To: Address**

47450 WOODWARD AVE, PONTIAC, MI, 48342-5009, US

**Ship-To: Contact Name****Ship-To: Contact Phone #****Ship-To: Account #**

Shella Grandison

(248) 758-3009

0011324428

PO #

### Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROSERIES	SendPro P Series
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
	APAS	Sendpro P2000/500W GCS Identifier
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	CAAA1	Bronze Cost Accounting for PSeries
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MSD2	15in Color Touch Display
1	MW90007	SendPro P Series Drop Stacker

1	MW96000	Weighing Platform
1	PTJ1	SendPro Online-PitneyShip
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

#### Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 292.39	\$ 877.17

- ( ) Tax Exempt Certificate Attached  
 ( ) Tax Exempt Certificate Not Required  
 ( ) Purchase Power® transaction fees included  
 (X) Purchase Power® transaction fees extra

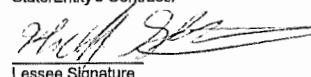
\*Does not include any applicable sales, use, or property taxes which will be billed separately.

#### Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; ADSP016-169897; 171180000000011

State/Entity's Contract#



Lessee Signature

K. Stephens

Print Name

City of Mayes

Title

9-15-22

Date

k.stephens@mayes.mn.us

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Bradley Lang

bradley.lang@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



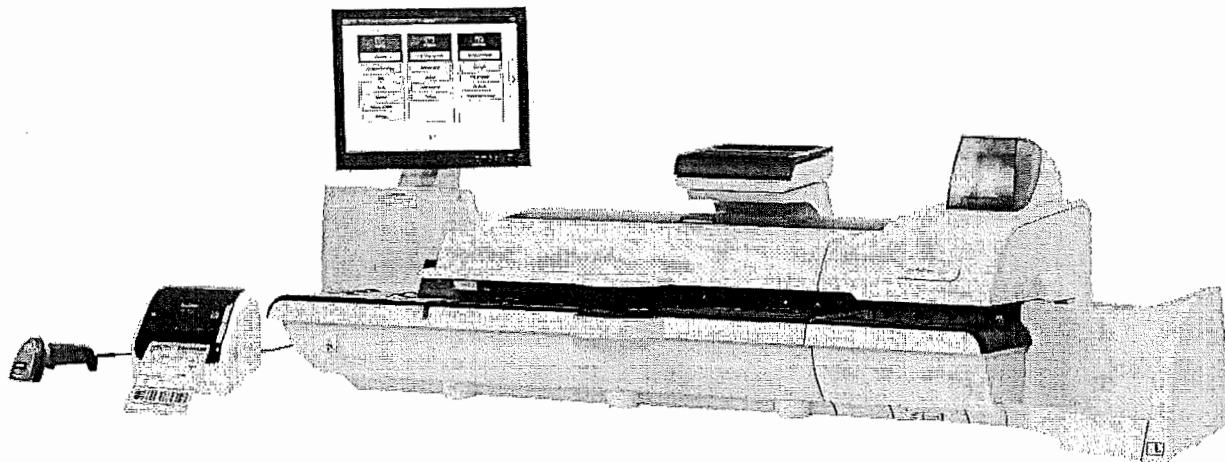


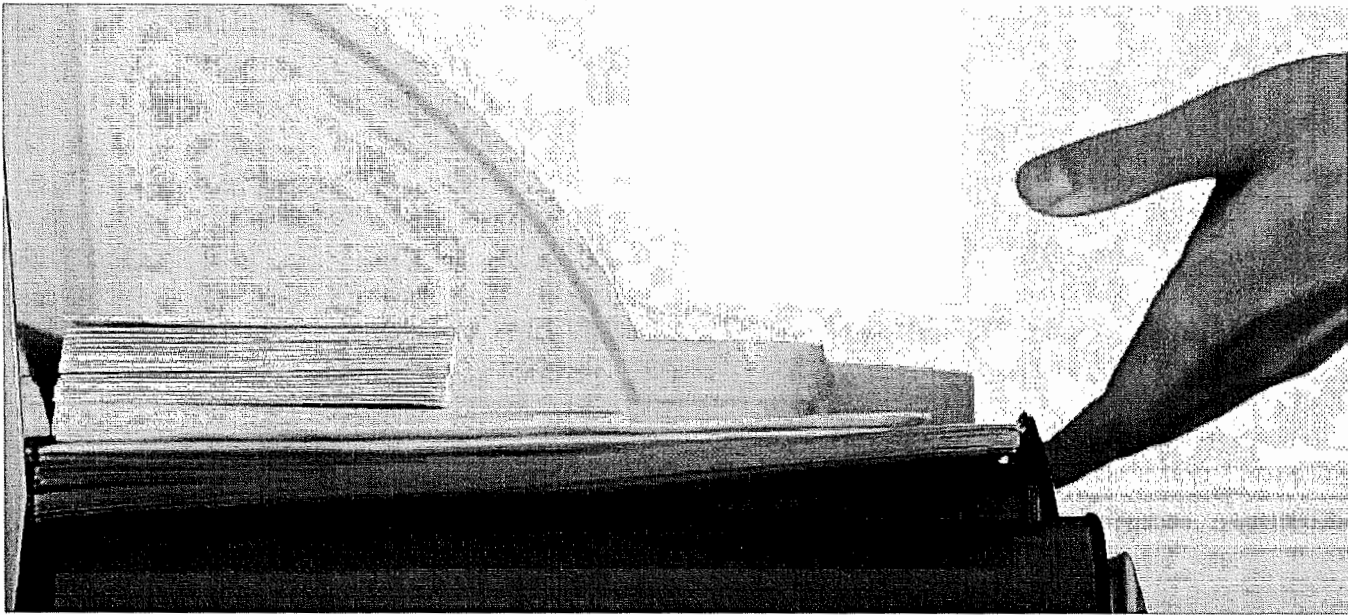
Mailing and Shipping  
Postage Meters

SendPro®  
SendPro P2000

# A more efficient automatic sending solution you can rely on.

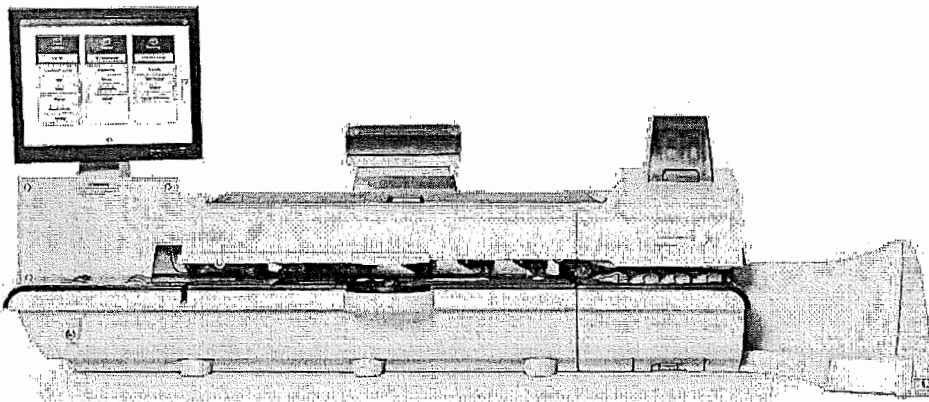
The SendPro P2000 is designed to quickly process high volumes of mixed mail and packages at high speeds with built-in technologies that optimize mailing, shipping, tracking and receiving workflow, all while saving significant time and money.



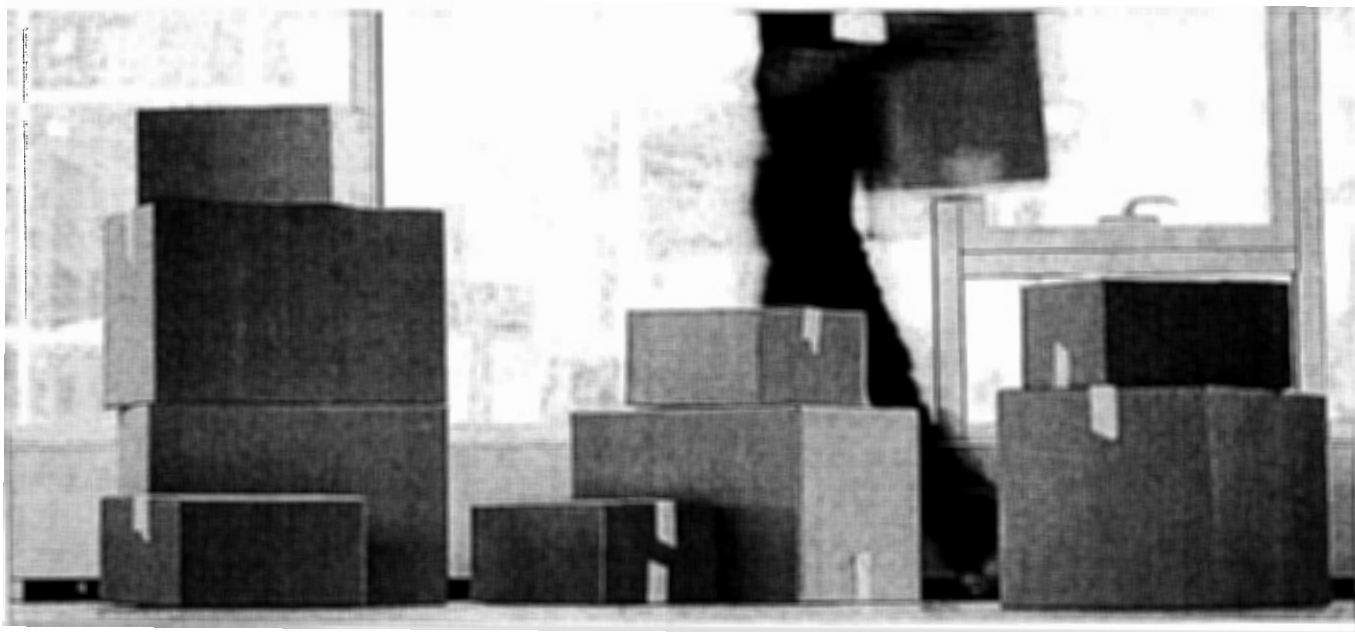


## High-speed mail processing streamlines your sending workflow.

- Automatically process high-volume USPS® mail runs with variable thickness at speeds up to **180 letters per minute**.
- Process a stack of **mixed size and weight mail** at up to **115 letters per minute** in one run, without presorting first, with the Pitney Bowes technology, Weigh-on-the-Way®.
- Select sending options from the **large, 10.2" color touchscreen display**. It's 30% bigger than our closest competitor's screen<sup>1</sup>. Plus, you can upgrade to a 15" color touchscreen for increased visibility.
- Pre-program an **unlimited number of presets** to start processing in seconds.
- Print your **business logo, return address or promotional messages** on envelopes for a more professional look.
- Minimize envelope jams with our proprietary **Reverse Separation technology** that pulls the top mail pieces backward as the bottom pieces are fed forward with integrated sensors and rollers that adjust to different heights, up to 5/8" thick.



<sup>1</sup> Compared to Quadient's top of line comparative postage meters.



## Advanced technology you can trust.

Gain full visibility and control over all your sending within one powerful digital system.

### Shipping

- Easily print USPS IMpb trackable shipping labels from the optional shipping label printer or from the included online application, SendPro® Online. Use from any computer, even remote locations, for up to 50 users.
- Upgrade to a multi-carrier subscription to access to UPS® and FedEx® for more shipping options and greater savings.

### Tracking

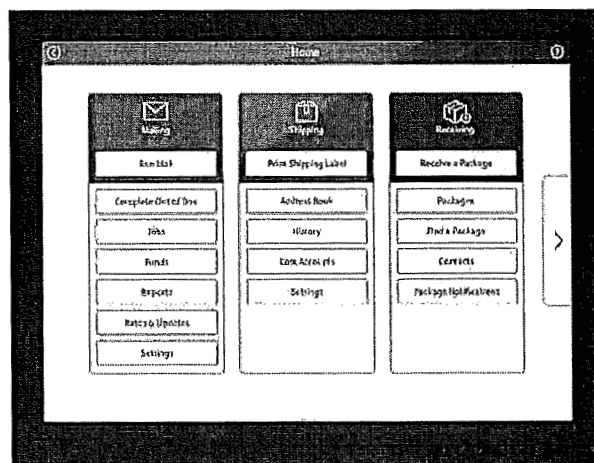
- Review mailing and shipping tracking to ensure your packages have arrived at their recipients' address on time, every time.

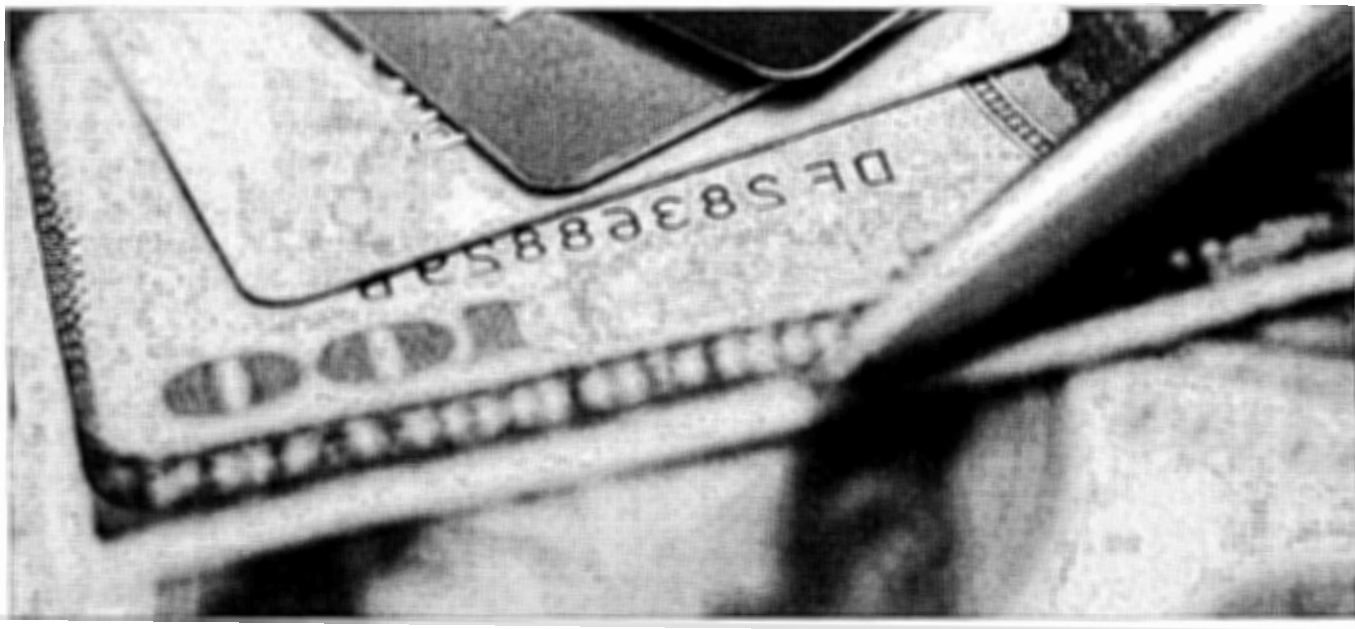
### Receiving

- Accurately log all your incoming package information to have a detailed history of every delivery to your office.

Add these **optional peripherals** to enhance your sending experience:

- **Shipping label printer:** To print IMpb® trackable shipping labels onto an adhesive.
- **Digital scale:** To accurately weigh and calculate correct postage for mail and packages.
- **Barcode scanner:** To track and manage incoming mail and packages.





## Maximize savings to reinvest where you need it most.

As business costs rise, it's even more critical to take advantage of savings every chance you get. The SendPro P2000 makes it easy to do.

### USPS:

- Save up to 40.3%<sup>2</sup> off USPS Priority Mail®
- Save up to 14.1%<sup>2</sup> off USPS Priority Mail Express®
- Automatically save 5¢ on every USPS First Class® letter postage.

Add the optional multi-carrier subscription to also ship with UPS® and FedEx®:

- Save up to 62%<sup>3</sup> off UPS® 2nd Day Air® service
- Save up to 48%<sup>3</sup> off UPS® Ground
- Plus, avoid common surcharges to save even more.

## Compliance and optional Global Services.

The P2000 continues to meet all current USPS regulations. The SendPro P-Series is approved for use by the USPS through December 31, 2027.

Pitney Bowes Global Services offers a full array of end-to-end service, professional installation and optimization resources.

<sup>2</sup> Savings based on Priority Mail 10lbs, Zone 4 and Priority Mail Express. Priority Mail Express savings averaged across all weights and zones.

<sup>3</sup> Rates are limited to shipping from the continental U.S. only. These rates and discounts exclude shipment origins from Hawaii, Puerto Rico, and Alaska. Rates and any applicable discounts are subject to change at any time without notice.

## Specifications

Max mail processing speeds (letters per minute)	Standard: WOW 70 LPM/Non-WOW 145 LPM. Optional: WOW 95 or 115 LPM/Non-WOW 160 or 180 LPM.
Weigh-on-the-Way® (WOW®)	Standard: Up to 16 oz. (500 g). Shape based rating is automatic.
Envelope processing thickness	$\frac{7}{8}$ " media size: 3 $\frac{1}{2}$ " x 5" up to 10" x 14"
Envelope flap depth	Min 1", max 3 $\frac{3}{8}$ "
Envelope sealing system	Pump-fed pad; closed flap feeding. Seal only mode.
Color touchscreen display	Standard: 10.2" (WSVGA); Optional: 15" detachable display (XGA).
Scale capacity	Optional: 5, 10, 15 lb small platform with stand, 15-30 lb tabletop platform, 70-149 lb shipping platform. Differential weighing.
Shipping carriers	Included: USPS; Optional upgrade: UPS and FedEx
Desktop shipping access	Optional: Integrated scale and printer attach to any computer with USB connection.
Receiving	Included: Inbound Package Management. Integrated software with reporting from base system. Optional upgrade: Scanning hardware, number of recipients, email notification capability.
Postage accounting	Optional: Up to 100, 500, 3000 max accounts for postal meter analytics.
Expanded analytics	Optional: INVIEW® Analytics (web-based), Business Manager, SendSuite® shipping solutions.
Package tape printing	Adhesive roll tape (for large envelopes and packages using non-discounted USPS Retail rates)
Dimensions	53"L x 25"D x 24"H (with Basic Apps Display). Drop Stacker adds 12" to L. 15" Display adds 2" to H.
Peripheral hardware options	Account barcode scanner, laser report printer, power stacker, portrait flats kit for a power stacker, wireless keyboard (for quick alpha-numeric entries).

\*Get automatic ink replenishments at savings of 20% off the retail price when you enroll in the AutoInk program. For more information on AutoInk, visit us online at [pbi.bz/autoink](http://pbi.bz/autoink)



United States  
3001 Summer Street  
Stamford, CT 06926-0700

To learn more, visit [pitneybowes.com](https://pitneybowes.com)  
or talk with your Pitney Bowes sales representative.

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**Michigan.gov****DTMB**

## About MiDEAL

## The MiDEAL Advantage

The MiDEAL Extended Purchasing Program provides opportunities for members to leverage the contracts established by the State of Michigan. The program is open to Michigan cities, townships, villages, counties, school districts, universities, community colleges and nonprofit hospitals. Watch a video about the MiDEAL Program on our [YouTube Channel](#).

## Benefits to members

**Best Value Purchasing Process:**

The State evaluates a vendor's experience, qualifications, service and delivery, ensuring a fair price and high-quality contract.

**Time and Money Savings:**

Members save on the duplication of administrative costs and the time needed to find the right contract.

**Extensive Portfolio:**

Members have access to approximately 500 competitively bid State of Michigan contracts.

**Support for Michigan Businesses:**

Michigan businesses hold the majority of the State's contracts.

**All Departments Benefit:**

Staff in all departments of an organization may participate in the program once the membership is activated.

**Direct Vendor Contact:**

Members work directly with the vendor to secure the goods and services.

## Join the MiDEAL Program and Start Saving

Send the following information to [MiDEAL@michigan.gov](mailto:MiDEAL@michigan.gov) to apply for membership: organization name, contact name, mailing address, contact phone number, and email address. After applying, the MiDEAL staff will send a welcome packet, member invoice and a one-page member agreement. Contact Mary Hanses with questions at 517.388.4558.

## Membership Fees

Membership is available for a nominal annual fee. [Learn more about the fees](#)





December 13, 2021

**MEMORANDUM**

TO: MiDEAL Members  
FROM: The MiDEAL Team  
SUBJECT: MiDEAL 2022 Invoice

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Thank you for your ongoing membership with the MiDEAL Extended Purchasing Program. As a member, you save on the duplication of administrative costs and the time needed to find the right contract. We look forward to a continued partnership and serving as a valuable resource, especially now as you may be experiencing tight budgets and reduced staff.

The body of this email includes your 2022 membership invoice. Payment is due by January 31, 2022. Please verify the contact information on the invoice is correct. You can send changes to [MiDEAL@michigan.gov](mailto:MiDEAL@michigan.gov).

**2021 membership enhancements:**

- MiDEAL free training series launched
- Personalized 1x1 MiDEAL training
- YouTube [channel](#) created
- MiDEAL program spotlights
- Contract webpage updates

**Membership enhancements coming in 2022:**

- New and improved MiDEAL website in early 2022!!!
- MiDEAL member sourcing opportunities
- Member toolkit
  - Communication digest
  - Top used contracts document
  - Sample procurement templates

Visit the MiDEAL website at [www.michigan.gov/mideal](http://www.michigan.gov/mideal) for a list of current contracts. Remember, you must be a MiDEAL member to make purchases from the contracts, including road salt. For your convenience, you can pay online 24/7 by e-check or credit card by going to the following site:

**State of Michigan Electronic MiDeal Payment System**

Please contact the MiDEAL team with any questions at [MiDEAL@michigan.gov](mailto:MiDEAL@michigan.gov) or 517-388-4558.

Thanks again for your commitment and partnership!

**The MiDEAL Team**  
Shawn Vaughn, MiDEAL Program Manager  
[vaughns4@michigan.gov](mailto:vaughns4@michigan.gov)

Mary Hanes, MIDEAL Program Coordinator  
[hansesm@michigan.gov](mailto:hansesm@michigan.gov)

SentbyMailMergeP



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 9  
 to  
 Contract Number 180000000011

<b>CONTRACTOR</b>	PITNEY BOWES INC	<b>STATE</b>	Various	SW
	3001 Summer St			
	Stamford, CT 06926			
	Denise Beychok		Nichole Harrell	DTMB
	225-931-8780		517-636-0313	
	denise.beychok@pb.com		harrelln@michigan.gov	
	CV0058827			

CONTRACT SUMMARY				
POSTAGE AND MAIL EQUIPMENT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 27, 2017	May 14, 2019	3 - 1 Year	May 14, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	7.5 months	December 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,750,000.00	\$0.00	\$4,750,000.00		
DESCRIPTION				
<p>Effective May 10, 2022, this contract is here by extended through December 31, 2022 to match the NASPO extension. This Contract will be terminated upon the completion of the new contract and associated Participating Addendum or the new expiration date, whichever occurs first.</p> <p>The State's Contract Administrator is updated to Nichole Harrell (harrelln@michigan.gov, 517-449-9245).</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on May 10, 2022.</p>				

Program Managers  
for  
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Tom Goodine	(517) 322-6469	goodinet@michigan.gov



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **8**  
 to  
 Contract Number **180000000011**

<b>CONTRACTOR</b>	PITNEY BOWES INC	<b>STATE</b>	Various	SW
	3001 Summer St			
	Stamford, CT 06926			
	Denise Beychok		Joy Nakfoor	DTMB
	225-931-8780		(517) 249-0481	
	denise.beychok@pb.com		nakfoorj@michigan.gov	
	CV0058827			

**CONTRACT SUMMARY**

**POSTAGE AND MAIL EQUIPMENT**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 27, 2017	May 14, 2019	3 - 1 Year	May 14, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 14, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,750,000.00	\$0.00	\$4,750,000.00		

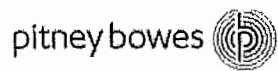
**DESCRIPTION**

Effective January 25, 2022, NASPO Amendment 10, associated pricing, and On-Demand Subscription Services Agreement are added to this contract.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

Program Managers  
for  
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Tom Goodine	(517) 322-6469	goodinet@michigan.gov



## ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

FOR SendPro® 360

(for NASPO ValuePoint Agreement ADSP016-  
169897 rev August, 2021)

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#).

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific terms ("Product Terms") can be found in Exhibit A attached hereto and are incorporated into this Agreement.

### 1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

### 2. Use of the Service

- a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, number of locations, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We reserve all rights to the Services not expressly granted to you in this Agreement.
- b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.
- c) You won't use the Services for or make the Services available to any third party, without our prior written consent. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works;

(ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

d) If you are delivered software for on premise installation as part of the Service ("Software") the following additional terms apply: You won't (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

### **3. Term and Termination; Suspension**

a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect until the Order terminates.

b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

### **4. Changes**

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment, no change to the fees will be effective prior to the end of the



term of the lease of such equipment. The new terms and new fees will be effective on the first day of the next billing period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

## **5. Account and Password**

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

## **6. Account Disputes**

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

## **7. Fees; Payment Terms**

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to us receiving such updates.

## **8. Personal Information**

If any of the Services collects or stores individually identifiable personal information, then we will comply with our privacy statement located at <http://www.pitneybowes.com/us/legal/privacy-statement.html> as it may be updated by us from time to time (the "Privacy Statement").

## **9. Trademarks**

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use

any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

#### **10. Feedback; Data**

- a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.
- b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.
- c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

#### **11. Product Support**

As part of your access to the Services, we will provide you with product support in accordance with the terms you will find at: <https://www.pitneybowes.com/us/sendtech-on-demand-subscription-services/product-support-terms.html>.

#### **12. LIMITATION OF LIABILITY**

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.
- b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

#### **13. INDEMNITY**

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 13 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

#### **14. SERVICE AVAILABILITY; DISCLAIMERS**

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

#### **15. Third Party Sites and Data**

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.html> and are incorporated in this Agreement by reference.

#### **16. Compliance with Laws**

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

#### **USPS Regulations.**

If you use the Service to print postage or send parcels, letters, and flats ("Packages") with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of such Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules

and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

#### **17. Assignments**

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion.

#### **18. U.S. Government Restricted Rights**

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS," as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

#### **19. Choice of Law; Arbitration; WAIVER OF JURY TRIAL**

a) This Agreement will be governed by the laws of the State of Delaware without regard to its principals of conflict of laws.

b) If we file an action against you claiming you breached this Agreement and we prevail, we will be entitled to recover reasonable attorneys' fees.

c) **ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 1 YEAR FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT.** Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

d) This Section 19 will survive any termination of this Agreement or an Order indefinitely.

#### **20. Force Majeure**

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or

regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

## **21. Notices**

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to [legalnotices@pb.com](mailto:legalnotices@pb.com) or by overnight courier to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under "how to create a case").

## **22. Independent Contractor**

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

## **23. Miscellaneous**

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

## Exhibit A

### **SendPro® 360 Sending Module Product Terms**

#### **Defined Terms**

**"Package(s)"** means parcels, letters, and flats shipped under this Agreement.

**"Carrier"** means a third-party shipping vendor that you use within the Service.

**"Tender"** means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

#### **Use of the Service**

In order to use the Service, you must complete the registration process. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor's compliance with these terms and conditions and any breach of these terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

#### **Fees**

The fees for the use of the Service don't include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the "USPS") or another Carrier.

#### **Credit Cards – Accounts with The Pitney Bowes Bank, Inc.**

Unless (i) you have established and maintain a Reserve Account with The Pitney Bowes Bank, Inc. (the "Bank") and (ii) you have available funds in a Reserve Account, then as long as you're utilizing the Service or have an outstanding balance with us, you'll provide us with valid credit card information. You'll replace the information for any credit card that expires with information for a different valid credit card. Some charges for the sending of parcels may be billed directly by the Carrier. For all other charges for the sending of parcels through the Service, including, without limitation, any charges imposed by a Carrier for parcels for which the charges paid by you were insufficient (all such charges are called "Shipping Charges") and all fees for the use of the Service, we will charge your Reserve Account, if established. In the event that (i) you do not maintain a Reserve Account with the Bank or (ii) you do not have available funds in a Reserve Account, all such fees and charges will be charged to your credit card together with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so.

#### **Using USPS**

If you use the Service for shipping with the USPS, you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. Rates are subject to change at any time.

**Non-USPS Carrier Requirements**

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

## **SendPro® 360 Locker Management Module Product Terms**

### **and SendPro® 360 Receiving Module Product Terms**

#### **Your Responsibilities**

You represent and warrant that you and any user of the Service have obtained and will maintain any and all certifications, licenses or other authorizations necessary or proper related to use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

#### **Use of the Service**

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor's compliance with these terms and conditions and any breach of these terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

#### **Our Responsibilities**

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services ("Scheduled Downtime"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We'll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

#### **Disclaimers**

THE SERVICE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE SERVICE BEYOND THE TERM OF AN ORDER; AND/OR (iii) TO PREVENT USE OF THE SERVICE IN EXCESS OF THE NUMBER OF USERS, TRANSACTIONS, OR OTHER VOLUME METRICS SET OUT IN AN ORDER.



<div> <div>Account Name:</div> <div>Account Numbers:</div> <div>Quote Date:</div> <div>Effective Dates:</div> <div>Price Group:</div> <div>Discount:</div> </div> <div> <div>NASPO ValuePoint</div> <div>Multiple</div> <div>54992017- Upd 8-15-18 Upd 3-22-19 Upd 3-27-20</div> <div>10/12/2017 End Date: Per terms of Master Agreement</div> <div>TC00032832/SL</div> <div>15% off list on all items listed below.</div> </div>						
ITEM	PRODUCT NAME	DESCRIPTION	MACHINE SERIES	List Price on 5-19-17	Discount %	Discounted Contract Price
<b>Postage Meter Ink &amp; Accessories</b>						
<b>Ink Cartridges</b>						
793-5	Red Postal Ink Cartridge	1 per box; Up to 3,000 Impressions (no envelope ad)	DM100i, DM125, DM200L, DM225, SendPro 300	\$ 99.99	15%	\$ 84.99
765-3	Red Postal Ink Cartridge	1 per box; Up to 8,000 impressions (no envelope ad)	DM200i, DM300i, DM300L, DM400i, DM400L	\$ 159.99	15%	\$ 135.99
765-9	Red Post Ink Cartridge	1 per box; Up to 8,000 impressions (no envelope ad)	DM300c, DM400c, DM450c, DM475c	\$ 139.99	15%	\$ 118.99
772-1	DM Infinity Black Postal Ink Cartridge	1 per box; Up to 580,000 impressions per cartridge (small indicia), Up to 220,000 Impressions per cartridge (large indicia)	DM Infinity	\$ 205.25	15%	\$ 174.46
772-2	DM Infinity Black Postal Ink Cartridge	2 per box - Up to 580,000 impressions per cartridge (small indicia), Up to 220,000 Impressions per cartridge (large indicia)	DM Infinity	\$ 389.99	15%	\$ 331.49
797-0	Red Postal Ink Cartridge	1 per box; Up to 440-880 impressions or 3-4 months	mailstation	\$ 69.99	15%	\$ 59.49
797-M	Red Postal Ink Cartridge	1 per box; Up to 440-880 Impressions or 3-4 months	mailstation 2	\$ 69.99	15%	\$ 59.49
787-0	Red Postal Ink Cartridge (Standard)	1 per box; Up to 8,000 Impressions (no ad); Recommended when processing 5,000 or fewer mailpieces per month	SendPro™ P & Connect+® Series	\$ 129.99	15%	\$ 110.49
787-8	Red Postal Ink Cartridge (Large)	1 per box; Up to 18,000 Impressions (no ad); recommended for between 5,000 and 10,000 mailpieces per month	SendPro™ P & Connect+® Series	\$ 189.99	15%	\$ 161.49
787-1	Red Postal Ink Cartridge (Production)	1 per box; Up to 60,000 Impressions (no ad); Recommended when processing more than 10,000 mailpieces per month	SendPro™ P & Connect+® Series	\$ 289.99	15%	\$ 246.49
787-3	Black Ink Cartridge (Standard)	1 per box	SendPro™ P & Connect+® Series	\$ 99.99	15%	\$ 84.99
78P-K	Black Ink Cartridge (Production)	1 per box	SendPro™ P & Connect+® Series	\$ 189.99	15%	\$ 161.49
787-D	Cyan Ink Cartridge (Standard)	1 per box	SendPro™ P & Connect+® Series	\$ 69.99	15%	\$ 59.49
787-E	Magenta Ink Cartridge (Standard)	1 per box	SendPro™ P & Connect+® Series	\$ 69.99	15%	\$ 59.49
787-F	Yellow Ink Cartridge (Standard)	1 per box	SendPro™ P & Connect+® Series	\$ 69.99	15%	\$ 59.49
78P-Z	Color Graphics Ink Bundle	1 each Black (787-3), Cyan (787-D), Magenta (787-E), Yellow (787-F) Ink Cartridges	SendPro™ P & Connect+® Series	\$ 321.96	15%	\$273.67
SL-798-0	Red Postal Ink Cartridge	1 per box; Up to 1,500 Impressions (no envelope ad)	SendPro® C Series	\$ 59.99	15%	\$ 50.99
<b>Print Heads &amp; Accessories</b>						
51A-P	Ink Waste Replacement Kit	1 per box;	DM300c, DM400c, DM450c, DM475c	\$ 22.99	15%	\$ 19.54
787-G	Cyan/Magenta Print Head	1 per box	SendPro™ P & Connect+® Series	\$ 119.99	15%	\$ 101.99
787-H	Yellow/Black Print Head	1 per box	SendPro™ P & Connect+® Series	\$ 119.99	15%	\$ 101.99
78P-B	Black Print Head	1 per box	SendPro™ P & Connect+® Series	\$ 119.99	15%	\$ 101.99
78P-R	Red Print Head	1 per box	SendPro™ P & Connect+® Series	\$ 119.99	15%	\$ 101.99
<b>Connectivity</b>						
SL-US1	SmartLink™:	<p>Enables you to connect your mailstation, mailstation2, DM100i or DM200L postage meter to the Pitney Bowes Commerce Cloud through your existing internet connection. With SmartLink™, you can access innovative tools and proven solutions, designed to help you save time and money.</p> <p>SmartLink™ connects to your LAN (Local Area Network) via an ethernet cable or WIFI.</p>	mailstation, mailstation2, DM100i or DM200L	\$ -	NA	\$-

<b>PostageTape - Plain</b>						
<b>Plain</b>						
612-9	Plain Tape Sheets	25 double sheets; Up to 50 labels	DM100i, DM125, DM200L, DM225 mailstation series, SendPro 300	\$ 39.99	15%	\$ 33.99
620-9	Plain Tape Sheets	150 double sheets; Up to 300 labels	DM100i, DM125, DM200L, DM225 mailstation series, SendPro 300	\$ 69.99	15%	\$ 59.49
625-0	Plain Tape Strips	300 strips; Up to 600 labels	DM300, DM300c, DM300i, DM300L, DM400, DM400c, DM400i, DM400L, DM450c, DM475	\$ 69.99	15%	\$ 59.49
610-R	Gummed Postage Tape Rolls;	6 rolls per box; Up to 1,170 tapes/roll (no envelope ad)	SendPro™ P & Connect+® Series	\$ 109.99	15%	\$ 93.49
613-H	Self-adhesive Postage Tape Rolls	3 rolls per box; Up to 722 tapes/roll (no envelope ad)	SendPro™ P & Connect+® Series	\$ 139.99	15%	\$ 118.99
<b>United We Stand</b>						
613-8	United We Stand Tape Sheets	150 double sheets; Up to 300 labels	DM100i, DM125, DM200L, DM225 mailstation series, SendPro 300	\$ 79.99	15%	\$ 67.99
613-9	United We Stand Tape Sheets	25 double sheets; Up to 50 labels	DM100i, DM125, DM200L, DM225 mailstation series, SendPro 300	\$ 39.99	15%	\$ 33.99
613-3	United We Stand Tape Sheets - 300 labels	300 labels	DM300, DM300c, DM300i, DM300L, DM400, DM400c, DM400i, DM400L, DM450c, DM475	\$ 79.99	15%	\$ 67.99
<b>E-Z Seal® Sealing Solution &amp; Accessories</b>						
<b>Sealing Solution</b>						
601-0	Pint Bottles	Four 16 oz. bottles/box	All machine series	\$ 79.99	15%	\$ 67.99
601-7	Dabber Bottle	One 4 oz. bottle	All machine series	\$ 19.99	15%	\$ 16.99
601-9	Flip Top Bottles	Four 4 oz bottles/box	All machine series	\$ 29.99	15%	\$ 25.49
605-0	5 Gallon Cubetainer		All machine series	\$ 119.99	15%	\$ 101.99
607-0	50 Gallon Drum (no pump)		All machine series	\$ 699.99	15%	\$ 594.99
608-0	Half Gallon Bottles	Four 64 oz bottles/box	All machine series	\$ 89.99	15%	\$ 76.49
<b>Sealing Accessories</b>						
621-8	Moistener Brush & Wick Assembly	Includes wick, shield and brush assembly	DM200, DM300, DM300i, DM300L	\$ 26.99	15%	\$ 22.94
770-T	Moistener Replacement Kit	Includes wick, shield and brush assembly	DM400c	\$ 14.99	15%	\$ 12.74
946-1	Moistener Replacement Kit	Includes wick, shield and brush assembly	DM100i, DM125, DM300c	\$ 19.99	15%	\$ 16.99
79P-W	Ink Waste Kit	1 kit per box; - Contains Ink Pad, Plastic Tray, Install Instructions, Polyethylene Bag & Latex Disposable Gloves	SendPro™ P & Connect+® Series	\$ 31.99	15%	\$ 27.19
2F3-E	Moistener Replacement Kit	Includes wick, stripper blade and instructions	Connect+ 500W, Connect+ 1000, Connect+ 2000, SendPro P1000, SendPro P1500, SendPro P2000	\$ 19.99	15%	\$ 16.99
2F3-F	Moistener Replacement Kit	Includes wick, stripper blade and instructions	Connect+ 3000, SendPro P3000	\$ 29.99	15%	\$ 25.49
<b>Cleaning Kits</b>						
902-L	Touchscreen Equipment Maintenance Kit	Includes (1) 30-count Softpack Surface & Screen Cleaner Wipes, (12) Wet InKleens Hand Towlettes, (15) Dry, Eco-friendly Wipes, (10) Pairs of Disposable Gloves	SendPro™ P & Connect+™ Series	\$ 22.99	15%	\$ 19.54

Document Printer Supplies						
DP40 Supplies						
43D-0	Fuser Unit	1 per box; Up to 100,000 pages	DP40S	\$ 306.99	15%	\$ 260.94
43D-1	Black Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP40S	\$ 110.99	15%	\$ 94.34
43D-2	Cyan Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP40S	\$ 301.99	15%	\$ 256.69
43D-3	Magenta Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP40S	\$ 301.99	15%	\$ 256.69
43D-4	Yellow Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP40S	\$ 301.99	15%	\$ 256.69
43D-5	Black Drum Unit	1 per box; Up to 42,000 pages @ 5% coverage	DP40S	\$ 166.99	15%	\$ 141.94
43D-6	Cyan Drum Unit	1 per box; Up to 42,000 pages @ 5% coverage	DP40S	\$ 201.99	15%	\$ 171.69
43D-7	Magenta Drum Unit	1 per box; Up to 42,000 pages @ 5% coverage	DP40S	\$ 201.99	15%	\$ 171.69
43D-8	Yellow Drum Unit	1 per box; Up to 42,000 pages @ 5% coverage	DP40S	\$ 201.99	15%	\$ 171.69
43D-9	Transfer Belt	1 per box; Up to 100,000 pages	DP40S	\$ 260.99	15%	\$ 221.84
43D-A	Waste Toner Box	1 per box; Up to 30,000 pages @ 5% coverage	DP40S	\$ 25.99	15%	\$ 22.09
43D-E	110V Heavy Duty Envelope Fuser Unit	1 per box;	DP40S	\$ 406.99	15%	\$ 345.94
43D-F	110V Special Envelope Fuser Unit	1 per box;	DP40S	\$ 360.99	15%	\$ 306.84
Document Printer Supplies - Cont'd						
DP50 Supplies						
43E-1	Black Toner Cartridge	1 per box; Up to 20,000 pages @ 5% coverage	DP50	\$ 70.99	15%	\$ 60.34
43E-2	Cyan Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP50	\$ 140.99	15%	\$ 119.84
43E-3	Magenta Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP50	\$ 140.99	15%	\$ 119.84
43E-4	Yellow Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP50	\$ 140.99	15%	\$ 119.84
43E-5	Black Drum Unit	1 per box; Up to 100,000 pages @ 5% coverage	DP50	\$ 210.99	15%	\$ 179.34
43E-6	Cyan Drum Unit	1 per box; Up to 100,000 pages @ 5% coverage	DP50	\$ 210.99	15%	\$ 179.34
43E-7	Magenta Drum Unit	1 per box; Up to 100,000 pages @ 5% coverage	DP50	\$ 210.99	15%	\$ 179.34
43E-8	Yellow Drum Unit	1 per box; Up to 100,000 pages @ 5% coverage	DP50	\$ 210.99	15%	\$ 179.34
43E-9	Transfer Belt	1 per box; Up to 160,000 pages	DP50	\$ 310.99	15%	\$ 264.34
43E-A	Waste Toner Bottle	1 per box; Up to 40,000 pages @ 5% coverage	DP50	\$ 44.99	15%	\$ 38.24
43E-F	110V Fuser Unit	1 per box; Up to 140,000 pages	DP50	\$ 410.99	15%	\$ 349.34
Riso Supplies						
41R-0	Riso S-4670 Black Ink Cartridge	1 per box; Up to 71,429 pages	HC5500 (WP9E)	\$ 410.99	15%	\$ 349.34
41R-1	Riso S-4671 Cyan Black Ink Cartridge	1 per box; Up to 71,429 pages	HC5500 (WP9E)	\$ 496.99	15%	\$ 422.44
41R-2	Riso S-4672 Magenta Ink Cartridge	1 per box; Up to 71,429 pages	HC5500 (WP9E)	\$ 496.99	15%	\$ 422.44
41R-3	Riso S-4673 Yellow Ink Cartridge	1 per box; Up to 71,429 pages	HC5500 (WP9E)	\$ 496.99	15%	\$ 422.44
41R-7	Riso S-4129G Staples	3 cartridges per box; 5,000 staples per cartridge	For HC5500, ComColor 3010, ComColor 7010, ComColor 9050	\$ 95.00	15%	\$ 80.75
41R-8	Riso S-4130G Staples	4 cartridges per box; 5,000 staples per cartridge	For HC5500, ComColor 3010, ComColor 7010, ComColor 9050	\$ 120.00	15%	\$ 102.00
41R-F	Riso S6303G Yellow Ink Cartridge	1 per box; Up to 130,000 pages letter style; Up to 123,000 pages ledger style	ComColor 3010, ComColor 7010, ComColor 9050	\$ 586.99	15%	\$ 498.94
41R-G	Riso S6302G Magenta Ink Cartridge	1 per box; Up to 130,000 pages letter style; Up to 123,000 pages ledger style	ComColor 3010, ComColor 7010, ComColor 9050	\$ 586.99	15%	\$ 498.94
41R-H	Riso S6301G Cyan Ink Cartridge	1 per box; Up to 130,000 pages letter style; Up to 123,000 pages ledger style	ComColor 3010, ComColor 7010, ComColor 9050	\$ 586.99	15%	\$ 498.94
41R-J	Riso S6300G Black Ink Cartridge	1 per box; Up to 120,000 pages letter style; Up to 100,000 pages ledger style	ComColor 3010, ComColor 7010, ComColor 9050	\$ 536.99	15%	\$ 456.44
41R-R	Riso S6701G Black Ink Cartridge	1 per box; Up to 78,000 pages based on monochrome printing; Up to 94,250 pages based on all 4 inks when printing in color	ComColor 3110, 3150, 7110, 7150, 9150	\$ 536.99	15%	\$ 456.44
41R-S	Riso S6702G Cyan Ink Cartridge	Up to 94,250 pages based on all 4 inks when printing in color	ComColor 3110, 3150, 7110, 7150, 9150	\$ 536.99	15%	\$ 456.44
41R-T	Riso S6703G Magenta Ink Cartridge	Up to 94,250 pages based on all 4 inks when printing in color	ComColor 3110, 3150, 7110, 7150, 9150	\$ 536.99	15%	\$ 456.44
41R-U	Riso S6704G Yellow Ink Cartridge	Up to 94,250 pages based on all 4 inks when printing in color	ComColor 3110, 3150, 7110, 7150, 9150	\$ 536.99	15%	\$ 456.44
41R-6	Riso S-6685 Face Down Offset Staples	1 cartridge per box; 5,000 staples per cartridge	ComColor 3110, 3150, 7110, 7150, 9150	\$ 95.00	15%	\$ 80.75

Riso Supplies (cont.)						
SL-S-7250UA	Riso S-7250UA Black Ink Cartridge	1 cartridge per box;	ComColor FW 5000, FW 5230, FW 5231; Pitney Bowes WPYT, WPYQ, WPYK	\$ 525.00	15%	\$ 446.25
SL-S-7251UA	Riso S-7251UA Cyan Ink Cartridge	1 cartridge per box;	ComColor FW 5000, FW 5230, FW 5231; Pitney Bowes WPYT, WPYQ, WPYK	\$ 525.00	15%	\$ 446.25
SL-S-7252UA	Riso S-7252UA Magenta Ink Cartridge	1 cartridge per box;	ComColor FW 5000, FW 5230, FW 5231; Pitney Bowes WPYT, WPYQ, WPYK	\$ 525.00	15%	\$ 446.25
SL-S-7253UA	Riso S-7253UA Yellow Ink Cartridge	1 cartridge per box;	ComColor FW 5000, FW 5230, FW 5231; Pitney Bowes WPYT, WPYQ, WPYK	\$ 525.00	15%	\$ 446.25
SL-S-7280UA	Riso S-7280UA Black Ink Cartridge	1 cartridge per box; Up to 91,200 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
SL-S-7281UA	Riso S-7281UA Cyan Ink Cartridge	1 cartridge per box; Up to 143,858 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
SL-S-7282UA	Riso S-7282UA Magenta Ink Cartridge	1 cartridge per box; Up to 143,858 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
SL-S-7283UA	Riso S-7283UA Yellow Ink Cartridge	1 cartridge per box; Up to 143,858 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
SL-S-7284UA	Riso S-7284UA Gray Ink Cartridge	1 cartridge per box; Up to 143,858 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
<b>SendPro™ &amp; pbSmartPostage Supplies</b>						
6W2-3	White Internet Shipping Labels with TrueBlock™ Technology for Inkjet Printers	5.5" x 8.5" labels; 25 sheets/2 labels each; 50 labels per box	SendPro™, pbSmartPostage, inkjet printers	\$ 12.99	15%	\$ 11.04
6W2-4	White Internet Shipping Labels with TrueBlock™ Technology for Laser Printers	5.5" x 8.5" labels; 100 sheets/2 labels each; 200 labels per box	SendPro™, pbSmartPostage, laser printers	\$ 39.99	15%	\$ 33.99
6WB-A	Data Max-pbSmartPostage 4" Continuous Shipping Labels	1 roll per box; 260 self stick, adhesive labels per roll	SendPro™, pbSmartPostage, 6WB-P E-4204 Thermal Label Printer	\$ 19.49	15%	\$ 16.57
6WB-F	4" x 6" Die Cut Shipping Labels	1 roll per box; 300 labels per roll	SendPro™, pbSmartPostage, 6WB-P E-4204 Thermal Label Printer	\$ 29.95	15%	\$ 25.46
6WB-K	5.5" x 8.5" White Adhesive Labels	25 sheets of 2 labels each; 50 labels per box	SendPro™, pbSmartPostage, inkjet printers	\$ 9.99	15%	\$ 8.49
2F3-P	DK1241 4" x 6" Shipping Labels	1 roll per box; 200 labels per roll	QL1050, 1E28 Label Printer	\$ 29.95	15%	\$ 25.46
SL-SPM01	SendPro® Printable Postage Sheets	5 sheets of 25 labels each; 125 labels	Standard desktop inkjet and laser printers	\$ 4.49	15%	\$ 3.82
SL-SPM01	SendPro® Printable Postage Sheets	5 sheets of 25 labels each; 125 labels	Standard desktop inkjet and laser printers	\$ 4.49	20% or more	\$ 3.59
SL-SPM02	SendPro® Postage Roll for Stamp Printing	1 roll per box; 1,000 stamps	6WB-M, QL700, SPM3, SL-SPM8, QL800	\$ 39.99	15%	\$ 33.99
<b>SendSuite Shipping Labels</b>						
674-0	4" Continuous Direct Thermal Labels	3 rolls per box; 6,000" per roll	J693, J696	\$ 239.99	15%	\$ 203.99
674-8	4" x 6" Die Cut Direct Thermal Labels	3 rolls per box; 985 labels per roll	J693, J696	\$ 234.99	15%	\$ 199.74
674-9	4" x 3" Die Cut Direct Thermal Labels	4 rolls per box; 1,925 labels per roll	J693, J696	\$ 212.99	15%	\$ 181.04
678-0	4" Continuous Thermal Transfer Labels	3 rolls of labels (6,000" per roll) & 1 transfer ribbon per box;	J693, J696	\$ 259.99	15%	\$ 220.99
678-5	4" x 6" Die Cut Thermal Transfer Labels	3 rolls of labels (985 labels per roll) & 1 transfer ribbon per box;	J693, J696	\$ 247.99	15%	\$ 210.79
678-8	4" x 2.5" Die Cut Thermal Transfer Labels	3 rolls of labels (2,300 labels per roll) & 1 transfer ribbon per box;	J693, J696	\$ 234.99	15%	\$ 199.74
745-0	4" Continuous Direct Thermal Labels	4 rolls per box; 1,800" per roll	J645, 1E03, 1E23, 1E26	\$ 139.99	15%	\$ 118.99
745-1	4" x 6" Die Cut Direct Thermal Labels	6 rolls per box; 300 labels per roll	J645, 1E03, 1E23, 1E26	\$ 150.99	15%	\$ 128.34
745-2	4" x 3" Die Cut Direct Thermal Labels	4 rolls per box; 600 labels per roll	J645, 1E03, 1E23, 1E26	\$ 139.99	15%	\$ 118.99
745-4	2" x 4" Die Cut Direct Thermal Labels	6 rolls per box; 450 labels per roll	J645, 1E03, 1E23, 1E26	\$ 96.99	15%	\$ 82.44
745-5	2.1" x 1.5" Die Cut Direct Thermal Labels	2 rolls per box; 1,150 labels per roll	J645, 1E03, 1E23, 1E26	\$ 50.99	15%	\$ 43.34
<b>Save time &amp; take advantage of the new functionality and customized tools in Your Account by ordering online at: <a href="http://www.pb.com/supplies">www.pb.com/supplies</a></b>						

## Attachment D

### AUTHORIZED DEALERS/PARTNERS/SALES AND SERVICE PROVIDER LIST

Contractors shall provide a list of Authorized Dealers/Partners/Sales and Service Provider (Dealer) authorized to represent them per the Terms and Conditions of this RFP by State. It is the Manufacturer's responsibility to ensure complete coverage of service throughout all States they are proposing. Manufacturer may copy and paste or delete the blank template below to add additional Authorized Dealers/Partners/Sales and Service providers per State.

State:

**Partner: Advanced Mailing and Shipping Technologies**

DealerAddress:2346 Market St Wheeling, WV 26003

Single Point of Contact: Kenneth J Kasznel

Title: President

Phone Number: 412-352-4008

Email Address: k.kasznel@amasti.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: PA-Washington, Allegheny, Green, Beaver, Butler, Fayette, Westmoreland, Indiana, Armstrong WV – Hancock, Brooke, Ohio, Marshall, Wetzel, Marion, Harrison, Monongalia, Wood, Ohio – Jefferson, Harrison, Belmont, Guernsey

**Partner: Independent Mailing Systems DealerAddress:208 N. Front St. Warsaw, NC 28398 Single Point of**

Contact: Jerry Sheffield

Title: President

Phone Number: (910) 293-2195

Email Address: jerryshfield@hotmail.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: NC: Currituck, Camden, Gates, Harford, Pasquatank, N. Hampton, Warren, Vance, Franklin, Halifax, Bertie, Tyrrell, Washington, Martiri, Edgecombe, Nash, Hyde, Beaufont, Pitt, Greene, Wilson, Wayne, Lenior, Craven, Pamlico, Carteret, Onslow, Jones, Duplin, Sampson, Cumberland, Harnett, Morre, Hoke, Scotland, Robeson, Bladen, Pender, New Hanover, Brunswick, Pequimans, Chowan, Columbus SC: Chesterfield, Darlington, Florence, Marion, Horry, Dillon, Marboro, George

**Partner: First Choice Systems & Solutions, Inc. DealerAddress:16 Luzerne Ave, Suite 145 West Pittston, PA 18643**

Single Point of Contact: Chris Martin Title: President

Phone Number: 570-362-8084

Email Address: chris@firstcholcepb.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: PA Bradford, Carbon, Clinton, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Montour, Northumberland, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Union, Wayne, Wyoming

**Partner: Northeast Mailing Systems, LLC DealerAddress:26 Bank St. Lebanon, NH 03766 Single Point of**

Contact: Bill Babineau

Title: President

Phone Number: 866-330-3935

Email Address: [info@northeastmailing.com](mailto:info@northeastmailing.com)

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: NH: Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, Sullivan, Clinton VT: Addison, Bennington, Caledonia, Chittenden, Essex, Franklin, Orange, Washington, Windham, Windsor

**Partner: Unison Business Solutions**

DealerAddress:400 E. Joppa Road Ste. 100 Towson, MD 21286

Single Point of Contact: Shawn Shannon Title: President

Phone Number: 443-463-3378

Email Address: shawnshannon3@gmail.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Anne Arundel, Baltimore, Baltimore City, Caroline, Carroll, Cecil, Dorchester, Frederick, Harford, Howard, Kent, Queen Annes, Somerset, Talbot, Washington, Wicomico, Worcester

## Attachment D

**Partner: Dakota Mailing Inc.**

Dealer Address: 4141 38th St. Suite 1A Fargo, ND 58104

Single Point of Contact: Adam Berge

Title: President

Phone Number: 701-451-0663

Email Address: [adamb@dakotamailing.com](mailto:adamb@dakotamailing.com)

Web Address [www.dakotamailing.com](http://www.dakotamailing.com)

Geographic area of coverage in each state for each dealer: ND: Barnes, Benson, Burleigh, Cass, Cavalier, Dickey, Eddy, Emmons, Foster, Grand Forks, Griggs, Kidder, La Moure, Logan, McIntosh, Morton, Mountrail, Nelson, Oliver, Pembina, Pierce, Ramsey, Ransom, Richland, Rolette, Sargent, Steele, Stutsman, Towner, Traill, Walsh, Wells SD: Beadle, Brookings, Brown, Clark, Codington, Day, Hamlin, Kingsbury, Marshall, Roberts, Spink MN: Becker, Beltrami, Bigstone, Cass, Chippewa, Clay, Clearwater, Crow Wing, Douglas, Grant, Griggs, Hubbard, Itasca, Kandiyohi, Kittson, Koochiching, Lac Qui Parle, Lake of the Woods, Lincoln, Lyon, Mahanomen, Marshall, Meeker, Morrison, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Redwood, Renville, Roseau, Steam, Stevens, Swift, Todd, Traverse, Wadena, Wilkin, Yellow Medicine

**Partner-SEMA Inc. DBA: Cell Business Equipment**

Dealer address-4 Mason #A, Irvine, CA 92618

Single point of contact-Tarek Hafiz

Title-CEO

Phone number-949-830-1400

Email Address: [thafiz@cbsolutions.com](mailto:thafiz@cbsolutions.com)

Web address:

Geographic area of coverage in each state for each dealer:

California Counties: Los Angeles, Orange, Riverside, San Bernardino, Ventura.

**Partner: Pacific Mailing & Shipping Systems, Inc.**

DealerAddress:15820 SE 114th Ave Clackamas, OR 97015

Single Point of Contact: Troy Wilson

Title: President

Phone Number: 503-4964202

Email Address: [troy@pacmail.com](mailto:troy@pacmail.com)

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: **Oregon:** Clackamas, Clatsop, Columbia, Hood River, Jefferson, Linn, Marion, Multnomah, Tillamook, Washington, Yamhill **Washington:** Lewis, Skamania, Cowlitz, Clark

**Partner: Kelley Imaging Systems, Inc**

DealerAddress:8725 S. 212th Street Kent, WA 98031

Single Point of Contact: Terry Boyle

Title: Vice- President

Phone Number: 206-284-9100

Email Address: [terry.boyle@kelleyimaging.com](mailto:terry.boyle@kelleyimaging.com)

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: **WA:** Benton, Clark, Cowlitz, Franklin, Lewis, King, Kittitas, Pierce, Skagit, Skamania, Snohomish, Thurston, Whatcom, Yakima, **OR:** Clackamas, Clatsop, Columbia, Hood, River, Jefferson, Linn, Marion, Multnomah, Tillamook, Washington, Yamil, All of the state of **Montana,**

**Partner: On Demand, Inc.**

DealerAddress:2650 Fountain View Dr. Houston, TX 77057

Single Point of Contact: Michael Gray

Title: President

Phone Number: 832-333-3000

Email Address: [mgray@ondemandhouston.com](mailto:mgray@ondemandhouston.com)

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Austin, Brazoria, Brazos, Burleson, Chambers, Colorado, Fayette, Fort Bend, Galveston, Grimes, Hardin, Harris, Jefferson, Lee, Liberty, Maragorda, Montgomery, Polk, San Jacinto, Walker, Waller, Washington, Wharton

## Attachment D

**Partner: Laser Resources LLC**

DealerAddress: 4265 109th St. Urbandale, IA 50322

Single Point of Contact: Robert Lashier

Title: President

Phone Number: 515-278-4050

Email Address: bob@laserresources.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Adair, Benton, Blackhawk, Boone, Cedar, Cerro Gordo, Carroll, Dallas, Franklin, Greene, Grundy, Guthrie, Hamilton, Hardin, Hancock, Iowa, Jasper, Johnson, Linn, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Scott, Story, Tama, Warren, Webster, Wright

**Partner: Texas Office Systems, Inc**

DealerAddress: 1080 Industrial Blvd. Hewitt, TX 76643

Single Point of Contact: Cynthia Farmer

Title: President

Phone Number: 254-666-2592

Email Address: cynthiafarmer@aol.com

Web Address (if applicable) None

Geographic area of coverage in each state for each dealer: Aransas, Atascosa, Bee, Bell, Bosque, Brooks, Brazens, Brown, Burleson, Burnet, Calhoun, Camenson, Coleman, Coryell, Dewitt, Dimmit, Duval, Erath, Falls, Freestone, Frio, Goliad, Hamilton, Hill, Hidalgo, Jim Hogg, Jim Wells, Karner Kennedy, Kleeberg, La Salle, Lavaca, Lampasas, Lee, Leon, Limestone, Live Oak, Llano, Madison, Maverick, McLennan, McMullen, Milam, Mills, Navarro, Nueces, Refugio, Robertson, San Patricio, San Saba, Star, Victoris, Williamson, Webb, Willacy, Zapata, Zavalla

**Partner: Advantage Business Systems**

DealerAddress: 5442 Executive Place Jackson, MS 39206

Single Point of Contact: John Scott Day

Title: President

Phone Number: 601-362-9192

Email Address: sday@absms.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Adams, Amite, Attala, Bolivar, Calhoun, Carroll, Leflore, Lincoln, Kemper, Lee, Lowndes, Madison, Marion, Monroe, Chickasaw, Montgomery, Choctaw, Neshoba, Claiborne, Newton, Clarke, Noxubee, Clay, Oktibbeha, Coahoma, Panola, Copiah, Pike, Covington, Pontotoc, Forrest, Quitman, Franklin, Rankin, Grenada, Scott, Hinds, Sharkey, Holmes, Simpson, Humphreys, Smith, Issaquena, Sunflower, Itawamba, Tallahatchie, Jasper, Union, Jefferson, Warren, Jefferson, Davis, Washington, Jones, Wayne, Lafayette, Webster, Lamar, Wilkinson, Lauderdale, Winston, Lawrence, Yalobusha, Leake, Yazoo

**Partner: Arkansas Mailing Services Inc**

DealerAddress: 3123 Newman Dr North Little Rock, AR 72117

Single Point of Contact: Doug Jones

Title: President

Phone Number: 501-375-4816

Email Address: dougjones@armailing.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Arkansas, Ashley, Baxter, Benton, Boone, Bradley, Calhoun, Carroll, Chicot, Clark, Clay, Cleburne, Cleveland, Columbia, Conway, Craighead, Crawford, Crittenden, Cross, Dallas, Desha, Drew, Faulkner, Franklin, Fulton, Garland, Grant, Greene, Hempstead, Hot Spring, Howard, Independence, Izard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Little River, Logan, Lonoke, Madison, Marion, Miller, Mississippi, Monroe, Montgomery, Nevada, Newton, Ouachita, Perry, Phillips, Pike, Poinsett, Polk, Pope, Prairie, Pulaski, Randolph, Saline, Scott, Searcy, Sebastian, Sevier, Sharp, St. Francis, Stone, Union, Van Buren, Washington, Yell

**Partner: Louisiana Mailing and Copy Systems**

DealerAddress: 3625 Florida Avenue Kenner, LA 70065

Single Point of Contact: Earl Tice

Title: President

Phone Number: (504) 466-2011 Email Address: ectice@bellsouth.net

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Jefferson, Lafourche, Livingston, Orleans, Saint Bernard, Saint Charles, Saint John The Baptist, Saint Tammany, Tangipahoa, Terrebonne

## Attachment D

**Partner: Pinnacle Mailing Products**

DealerAddress: 7701 West Kilgore Avenue, Suite #5, Yorktown, IN 47396

Single Point of Contact: Kim Laffoon

Title: Vice-President Sales

Phone Number: 800-241-3724

Email Address: kimlaffoon@pinnaclemailing.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Adams, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Dearborn, Decatur, Delaware, Fayette, Floyd, Fountain, Franklin, Grant, Greene, Hamilton, Hancock, Hendricks, Henry, Howard, Huntington, Jackson, Jay, Jefferson, Jennings, Johnson, Lawrence, Madison, Marion, Miami, Monroe, Montgomery, Morgan, Ohio, Orange, Owen, Parke, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vermillion, Vigo, Wabash, Warren, Washington, Wayne, Wells, White

**Partner: Universal Business Products**

DealerAddress: 5326 W Crenshaw Tampa, FL 33634

Single Point of Contact: Marc Morgan

Title: President

Phone Number: 813-290-9206

Email Address: mmorgan@ubsmailing.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Brevard, Charlotte, Citrus, Collier, DeSoto, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Lake, Lee, Manatee, Monroe, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole, Sumter, Volusia

**Partner: Sumner Group dba Image Technologies of Missouri**

DealerAddress: 6701 Stephens Station Rd Columbia, MO 65202

Single Point of Contact: Wayne Rueger

Title: President

Phone Number: 573-499-5300

Email Address: wrueger@imagetechmo.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Adair, Audrain, Benton, Boone, Camden, Callaway, Chariton, Cole, Cooper, Howard, Linn, Macon, Maries, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Pulaski, Randolph, Saline

**Partner: Hillard Office Solutions**

DealerAddress: 3001 West Loop 250 North Midland, TX 79705

Single Point of Contact: Brent Hillard

Title: President

Phone Number: 432-617-4677 Email Address: hillard@mmbo.com

Web Address (if applicable) www.hillardos.com

Geographic area of coverage in each state for each dealer: Texas: Midland, Abilene, Dallas, Fort Worth, Lubbock and surrounding areas.

**Partner: Arctic Office**

DealerAddress: 100 Fireweed Lane Anchorage, AK 99503

Single Point of Contact: Bill Borchardt

Title: President

Phone Number: 907-792-1212

Email Address: bborchardt@arcticoffice.com

Web Address (if applicable) www.arcticoffice.com

Geographic area of coverage in each state for each dealer: State of Alaska

**Partner: STR Business Solutions**

DealerAddress: 6636 Hamilton Boulevard Allentown, PA 18106

Single Point of Contact: Mark Gaston

Title: President

Phone Number: 484-359-9594

Email Address: mgaston@gmail.com

Web Address (if applicable) www.strbusiness.com

Geographic area of coverage in each state for each dealer: PA: Berks, Lehigh, Northampton, Montgomery, Chester NJ: Hunterdon, Warren



## Attachment D

**Partner: CRI Digital**

DealerAddress:4800 Evanswood DR Columbus, OH 43229

Single Point of Contact: Scott DiFrancesco

Title: President

Phone Number: 614-268-6646

Email Address: scott@cridigital.net

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: OH: Athens, Champaign, Delaware, Fairfield, Franklin, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Miami, Morrow, Muskingum, Pickaway, Ross, Union

**Partner: DSC Office Systems**

DealerAddress:10270 Alliance Road Blue Ash, OH 45242

Single Point of Contact: Bernie Reagan

Title: President

Phone Number: 513-821-1199

Email Address: BReagan@dscoffice.com

Web Address (if applicable) <http://www.dscoffice.com>

Geographic area of coverage in each state for each dealer: OH: Brown, Clermont, Clinton, Hamilton, Warren KY: Campbell, Grant, Kenton, Boone, Pendleton, Bracken IN: Dearborn, Ohio, Switzerland

**Partner: NVR Solutions**

DealerAddress:600 West Las Olas Blvd., Unit 1208S Ft. Lauderdale, FL 33312

Single Point of Contact: Ira Wernikoff

Title: President

Phone Number: 954-389-2433

Email Address: ira@artofsending.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer:

Florida Counties, Miami-Dade, Broward, Palm Beach, Martin, Lee, Collier

**Partner-DSI**

Dealer address-1235 Old Alpharetta Rd STE 110 Alpharetta GA 30005

Single point of contact-Lance Reed

Title-President

Phone number-770-921-6764

Email address- [lreed@disatlanta.com](mailto:lreed@disatlanta.com)

Web address-[www.dsiatlanta.com](http://www.dsiatlanta.com)

Geographic area of coverage in each state for each dealer-entire state of Georgia

**Partner-XSE-Aztec Office Technologies**

Dealer address- 35 Philmack Dr STE 100 Middletown CT 06457

Single point of contact-Gerry Crean

Title-President

Phone number-888-272-8340

Email address- [crean@xsegroup.com](mailto:crean@xsegroup.com)

Geographic area of coverage in each state for each dealer

Entire state of CT/MA/RI

Florida Counties - Alachua, Baker, , Bradford, Clay, Duval, Flaler, Marion, Nassau, Putnam, St Johns, Union, Volusia

**Competitive Meters only in New Jersey Counties**

New Jersey Counties- Bergen, Essex, Hudson, Hunterdon, Monis, Ocean, Passaic, Somerset, Sussex, Union, Warren

New York Counties - Dutchess, Putnam, Orange, Rockland, Rochester, Ulster

## Attachment D

Partner- **Maunakea Integrated Solutions, LLC**

Dealer address- 155 Kapalulu Place Suite 220 Honolulu HI 96819

Single point of contact- Trevor Maunakea

Title-President

Phone number- 808-208-1036

Email address- jtamura@mislhawaii.com

Geographic area of coverage in each state for each dealer:

Entire state of Hawaii

Authorized Sales and Service Provider: **DMT Solutions Global Corporation, d/b/a BlueCrest**

Address: 37 Executive Drive, Danbury, CT 06810

Single Point of Contact: Susan Gabrielson

Title: Senior Vice President, North America

Phone Number: (914) 262-3456

Email address: susan.gabrielson@bluecrestinc.com

Geographic coverage: all states

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## Alicia Martin

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**From:** Trebilcock, Christopher M. <ctrebilcock@clarkhill.com>  
**Sent:** Wednesday, September 21, 2022 9:24 AM  
**To:** Alicia Martin  
**Cc:** Khalfani Stephens  
**Subject:** Re: Questions Regarding a Contract Renewal Pitney Bowes

**WARNING:** This email originated from outside of City of Pontiac. **DO NOT** click on any links or open any attachments unless you recognize the sender and are expecting the message.

My apologies for the delay. The short answer is that a lease is in an interest in property. The term of the lease is for the renewal of a 5-year term at \$17,543.40. This is not considered "minor" under the ordinance. Thus, the proposed lease needs to be presented to the Council and public hearing before it can be approved.

Chris Trebilcock  
Clark Hill, PLC

On Sep 13, 2022, at 2:49 PM, Alicia Martin <AMartin@pontiac.mi.us> wrote:

**[External Message]**

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Good afternoon, Christopher.

The Pitney Bowes lease agreement for the City of Pontiac is due for renewal.

The renewal is for a 5-year term.

The vendor will bill the City quarterly for \$877.17.

The annual cost is \$3,508.68, but the term cost is \$17,543.40 for five years.

When considering the Pontiac Municipal Code and Zoning Ordinance (pp. 35-36) and identifying if the purchase is major (\$10,000 or greater), should I consider the annual cost or the term cost? I need to know if the Mayor can approve the lease agreement (renewal) or if I need to obtain additional quotes. The equipment is on-site, and we need to renew the services soon.

Any guidance you can provide regarding this matter will be greatly appreciated.

Kindest regards,

*Alicia L. Martin*

Purchasing Manager  
City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342

P: (248) 758-3120

**#11**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President and City Council

**FROM:** Alexandra Borngesser, Director, Grants and Philanthropy,

**THROUGH:** Mayor Tim Greimel

**DATE:** September 27, 2022

**RE:** Agreement for Participation in OCAT and Receipt of ATPA Grant Funds between Oakland County (Oakland County Sheriff's Office) and City of Pontiac (Oakland County Sheriff's Office – Pontiac)

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The City of Pontiac has been utilizing the Auto Theft Prevention Authority (ATPA) grant from the State of Michigan through the Oakland County Sheriff's Office since 2013. This Agreement is to accept ATPA grant funds for reimbursement of half of the Sheriff Deputy's eligible expenditures assigned full-time to ATPA related activities through participation in OCAT (Oakland County Auto Theft) with the goal to reduce the number of motor vehicle thefts in each grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports. Additionally, this Agreement will reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.

The State of Michigan requires all municipalities that receive the benefit of this grant through the Oakland County Sheriff's Office to sign a sub-recipient agreement with Oakland County that delineates the rights and obligations of each party's responsibilities and duties regarding the use of the grant. Oakland County has entered into a contract with the State of Michigan for the grant and will reimburse the City of Pontiac.

Resolution on Following Page



## **CITY OF PONTIAC CITY COUNCIL**

### **RESOLUTION TO AUTHORIZE MAYOR TIM GREIMEL TO EXECUTE THE OAKLAND COUNTY AUTO THEFT TASK FORCE AGREEMENT AND TO ACCEPT THE AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT AWARD**

**WHEREAS**, the agreement is between Oakland County (Oakland County Sheriff's Office) and City of Pontiac (Oakland County Sheriff's Office –Pontiac); and,

**WHEREAS**, the City of Pontiac, as part of OCAT, utilizes ATPA grant funds to reimburse officer wages, and;

**WHEREAS**, the City of Pontiac has been utilizing the Auto Theft Prevention Authority Grants through Oakland County since 2013; and

**WHEREAS**, the ATPA grant is for the purpose of reducing motor vehicle theft, and;

**WHEREAS**, the County and City may enter into a sub-recipient agreement by which the Oakland County Sheriff's Office will continue to assign a full-time Sheriff Deputy to the ATPA activities; and

**WHEREAS**, Oakland County agrees to provide reimbursement to the City of Pontiac under the terms and conditions of the agreement up to 50% of the eligible expenditures; and,

**WHEREAS**, the City of Pontiac is billed under the law enforcement contract for the position, but will receive 50% reimbursement from the ATPA Grant in an amount not to exceed \$81,426.

**NOW THEREFORE BE IT RESOLVED** that the City Council hereby authorizes Mayor Tim Greimel, to execute the agreement for participation in OCAT and receipt of ATPA grant funds between Oakland County and City of Pontiac (Oakland County Sheriff's Office –Pontiac).

***Attachment: OCAT Agreement FY 2023***

## AUTOMOBILE THEFT PREVENTION AUTHORITY (ATPA) GRANT APPLICATION OVERVIEW

The ATPA was established in 1986 to reduce motor vehicle theft in Michigan. The ATPA provides grants on a competitive basis for programs to reduce motor vehicle theft. Grant funds cannot be used for any other purpose.

Law enforcement agencies, prosecutors, and organizations qualified as a 501(c)(3) non-profit are eligible to apply for an ATPA grant. Grants will only be awarded for enforcement, prosecution, community awareness, and prevention programs aimed at reducing motor vehicle theft.

The grant application is available on the ATPA website at [www.michigan.gov/atpa](http://www.michigan.gov/atpa). The application form is located at the bottom of the web page under "ATPA Forms." Be sure to save these files to your computer before completing.

**Match Required:** Non-profit organizations:  
• No matching funds are required.

All other agencies, including law enforcement agencies and prosecuting attorney's offices:  
• The matching fund requirement is **50 percent** cash match of the total approved budget.

**Deadline:** The application must be received on or before **June 1, 2022**. Incomplete applications will not be accepted.

**Required:** The following must be submitted:  
• Completed application with signatures and supporting budget documentation.  
• An 8 ½" x 11" map that displays the area served by the proposed project.

In addition, non-profit organizations must provide:

- A copy of the organization's bylaws.
- A copy of the organization's Articles of Incorporation filed with the State of Michigan.
- A copy of the organization's determination letter from the Internal Revenue Service recognizing the organization's tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

**Submission:** Scan and email an electronic copy of the signature page. This should include the saved electronic version of your application with signatures and supporting documentation. These documents should be emailed to the ATPA at [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov). **Keep a copy of the entire application for your records, including the instructions and any attachments.**

**You DO NOT need to send a paper copy to the ATPA.**

For additional information or application assistance, contact the ATPA at [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov).



## ATPA GRANT CONDITIONS

### A. DURATION OF GRANT

The grantee understands that grant initiatives may be planned over a period of years; however, each grant will be approved by the ATPA on a yearly basis. The grantee must submit an application each grant year if they wish to continue the grant beyond the initial grant period. The ATPA will approve renewal applications based on the grantee's previous accomplishments and successes.

### B. IMPLEMENTATION OF GRANT PROJECT

The grantee agrees to implement the grant within 90 days following the grant award effective date or be subject to automatic cancellation of the grant.

### C. PROJECT MODIFICATION (ATPA Project Modification Request form, GRANTS-034)

1. The grantee agrees not to make any modification of the approved budget including, but not limited to, the participating agencies, program, or budget, without the prior written approval of the ATPA.
  - a. Grant revisions must be submitted via the GRANTS-034 form to the ATPA at least 30 days in advance of the need for the change. The revision must be approved by the ATPA before the modification may be implemented.
2. The grantee agrees to provide the ATPA with written notification of any changes in personnel to the grant project director position, financial officer, grant project contact, and grant-funded staff.
3. When an agency withdraws an employee from the ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The grant project director must inform the ATPA immediately when the withdrawal occurs by completing and submitting the GRANTS-034 form. The vacant position will become unfunded unless filled within 30 days, or an extension request has been submitted via email to the ATPA and approved in writing by the ATPA.

### D. EXPENDITURES

1. The Grantee understands and agrees that all expenditures from the grant will:
  - a. Be necessary for the proper and efficient administration of the grant and be allowable to it under the principles and standards provided herein.
  - b. Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
  - c. Not result in profit to the grantee or governmental unit.
  - d. Be incurred on or after the date of authorization to proceed, or the first day of the grant period, whichever is later, and on or before the end of the grant period.
  - e. Be adequately supported by source documentation.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the applicable agency, jurisdiction, or organization for expenditures involving grant activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee understands that all state agency projects must have a legislative budget appropriation to accept ATPA funds.
5. The grantee agrees to maintain all documentation for costs incurred for a five-year period following the final payment of the grant.
6. Costs incurred prior to the starting date or after the ending date of the grant are ineligible for reimbursement.

### E. EQUIPMENT

1. The grantee understands that "equipment" is defined as any non-expendable, tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Items with a useful life of more than one year, but with an acquisition cost of less than \$5,000, will not be considered equipment for purposes of this grant. Any equipment purchased through a grant by a state agency must also adhere to all state equipment control procedures.
2. The grantee agrees that all equipment purchased under the grant will be used exclusively for motor vehicle theft prevention purposes, not only during the period of the grant but for the entire useful life of the equipment.

**F. RELEASE OF FUNDS**

Payments to prosecutors' offices and law enforcement agencies will be made on a reimbursement basis. Payments to non-profit organizations may be paid on an advance basis. All payments are contingent on the grantee being compliant with all terms and conditions of the grant.

**G. RETURN OF UNEXPENDED FUNDS**

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the grant is completed. The check shall be made payable to the "State of Michigan."

**H. GRANT PROJECT FUNDING**

Any additional funds received or granted as a result of motor vehicle theft prevention activities shall be used to enhance currently funded and/or future motor vehicle theft prevention programs. Funds received include, but are not limited to, forfeiture of cash and receipts from sale of property.

**I. AUDIT-MONITORING AND REVIEW**

1. The grantee agrees to allow the ATPA and the State Auditor General, and any of their duly authorized representatives, access, for purposes of inspection, audit, monitoring, and examination, to any books, documents, papers, and records of the grantee which are related to this project. The ATPA conducts continual monitoring of the grant to ensure the grant funds have been spent in accordance with state and federal law, including, but not limited to, 1992 PA 174, the policies of the ATPA, and the grant terms and conditions.
2. The ATPA will conduct periodic program and financial reviews of the project. The purpose of these reviews will be to determine adherence to stated financial standards, project goals, and to review the progress of the project in meeting its objectives.

**J. GRANT TERMINATION**

The grantee understands that this grant project may be terminated if the ATPA concludes that the grantee is not in compliance with state and federal law, the terms and conditions of this grant, or has falsified any information. The ATPA may extend an opportunity for the grantee to demonstrate compliance. When the grant is terminated, the unexpended funds received and unexpended funds granted as a result of motor vehicle theft prevention activities shall be returned to the ATPA no later than 60 days after termination.

**K. TRAVEL**

In-state or out-of-state travel will be in compliance with current state travel guidelines and restrictions. The grantee agrees to notify the ATPA in advance for approval of any out-of-state travel utilizing grant funds.

**L. PERSONNEL COSTS**

As a condition of accepting the grant award, it is understood that grants issued to fund law enforcement or prosecuting attorney personnel will dedicate 100 percent of their regular work hours performing ATPA grant-related work.

**N. REPORTING REQUIREMENTS**

Grantees must submit quarterly progress and expenditure (financial) reports in accordance with the schedule below. **Both reports must be received prior to ATPA reimbursement, with the exception of non-profit organization advance payments.**

ORGANIZATION TYPE	QUARTERLY PROGRESS AND FINANCIAL REPORTS		DUE DATE
Law Enforcement Agency	Progress Reports (GRANTS-037)	10-01-22 to 12-31-22	01-30-23
	Financial Reports (GRANTS-035)	10-01-22 to 12-31-22	01-30-23
Prosecuting Attorney's Office	Progress Reports (GRANTS-037)	01-01-23 to 03-31-23	04-30-23
	Financial Reports (GRANTS-035)	01-01-23 to 03-31-23	04-30-23
Non-Profit Organization	Progress Reports (GRANTS-037)	04-01-23 to 06-30-23	07-30-23
	Financial Reports (GRANTS-035)	04-01-23 to 06-30-23	07-30-23
	Financial Reports (GRANTS-035)	07-01-23 to 09-30-23	10-15-23
	Progress Reports (GRANTS-037)	07-01-23 to 09-30-23	10-30-23

## ATPA GRANT APPLICATION INSTRUCTIONS

### Applicant Information

**Name of Applicant Organization:** One organizational unit that will be responsible for the administration of the grant in accordance with the grant conditions (e.g., "City of (Blank) Police Department"). This organization will be the fiduciary for the grant. **The fiduciary will be responsible for receiving and distributing grant funds to participating team members, receiving, and compiling reports from team members, and submitting grant reports quarterly to the ATPA via email.**

**ATPA Grant Project Number:** Number referenced on all grant documents (first-time applicants will not have a grantee project number).

**Grant Project Title:** Short name (acronym).

**Authorized Official/Project Director:** Individual authorized to enter into an agreement with the ATPA in order to accept grant funds. The ATPA will not pay the salary of the person in this position. This person cannot be the same as the Project Director.

**Project Contact:** Individual responsible for the implementation of the grant and the submission of the progress reports.

**Project Financial Contact:** Individual is responsible for gathering necessary financial information from team members and for preparing and submitting required financial reports

### Program Information

Provide narratives related to the goals, outcomes, trends, and initiatives of the grant project.

### Budget Detail

**Sworn Employees:** "Sworn employees" are defined as police officers and assistant prosecutors with criminal investigative powers. Enter wages, the cost of fringe benefits, and overtime wages paid for each sworn employee. Add together wages, the cost of fringe benefits, and overtime wages paid and enter the total in the "Total Sworn" column. The "Total Sworn Employees" box at the bottom of the page will automatically add each identified cost for a grand total.

**Other Employees:** "Other employees" include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc. Enter wages, the cost of fringe benefits, and overtime wages paid for each other employee. Add together wages, the cost of fringe benefits, and overtime wages paid, and enter the total in the "Total Other" column. The "Total Other Employees" box at the bottom of the page will automatically add each identified cost for a grand total.

**Vehicle Usage:** "Vehicle usage" includes the lease/purchase of the vehicle, maintenance, gasoline, insurance, and necessary equipment based on your organizational type. Enter all vehicle usage in the columns provided. The total for this section must be manually added and entered in the "Total Vehicle Usage" box; this total does not automatically calculate.

**Field Operations:** "Field operations" includes equipment and supplies necessary for field operations. Equipment is defined as any non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Any equipment purchased through a grant to a state agency must also adhere to all state equipment control procedures. Include other costs related to the grant project. Adequate detail and justification must be furnished to support the costs included. Enter all field operations in the columns provided. The total for this section must be manually added and entered in the "Total Field Operations" box; this total does not automatically calculate.

**Office Operations:** "Office operations" includes equipment and office supplies necessary for office operations, as well as other costs related to the project. Adequate detail and justification must be furnished to support the costs included. Enter all office operations in the columns provided. The total for this section must be manually added and entered in the "Total Office Operations" box; this total does not automatically calculate.

**Grand Total:** You must manually add together "Total Sworn Employees," "Total Other Employees," "Total Vehicle Usage," "Total Field Operations," and "Total Office Operations" and enter your grand total in the "Grand Total" box.

**Eligible Expenditures:** (All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.)

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed twenty percent of the total sworn employees budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed \$2,500 per employee/per year.
- Vehicle operation cost. Not to exceed:
  - o Law enforcement agency - Calculated at \$10,000 per employee/per year; costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
  - o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
  - o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture - Requires prior approval.
- Copier purchase/usage. Not to exceed:
  - o Law enforcement agency - \$1,200 per year.
  - o Prosecutor's office - \$1,200 per year.
  - o Non-profit agency - \$2,400 per year.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
  - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
  - o Non-profit agency - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only), not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

**Ineligible Expenditures:** (This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.)

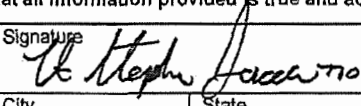
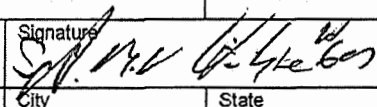
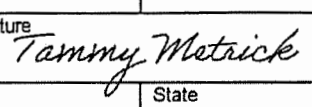
- Inordinate fringes, including, but not limited to, lump-sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.

- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs in applying for this grant (e.g., consultants and grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any salaries or expenses associated with the fundraising.
- Legal fees.
- Purchase of promotional items, unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

AUTHORITY: 1992 PA 174  
COMPLIANCE: Voluntary, however, a grant will not be approved unless the complete application is submitted.

### FY 2023 ATPA GRANT APPLICATION

Email signed application and all required documentation to [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov). Do not send a paper copy.

<b>Applicant Information</b>				
Name of Applicant Organization Oakland County Sheriff's Office			ATPA Grant Number 08-23	
Applicant Mailing Address 1200 N. Telegraph Rd. Bldg. 38E		City Pontiac	State MI	ZIP Code 48341
Name of Governmental Unit (If applicable) Oakland County		Type of Governmental Unit <input type="checkbox"/> State <input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Other:		
Address of Governmental Unit (If different from above, include City, State, ZIP Code)			Federal Tax ID Number	
Project Title OCAT		Beginning Date of Grant October 1, 2022		Ending Date of Grant September 30, 2023
Project Area (City/Township/County) County of Oakland, City of Detroit				
All Agencies Participating in the Project (If cooperative effort) Oakland County Sheriff's Office / City of Pontiac contracting with Oakland County City of Farmington Hills City of Hazel Park City of Royal Oak City of Southfield City of Detroit				
The undersigned understand and agree that a grant received as a result of this application is subject to 1992 PA 174, the policies of the ATPA, and the grant conditions, as outlined on pages 2-3. We certify that all information provided is true and accurate.				
Name and Title of AUTHORIZED OFFICIAL/PROJECT DIRECTOR Lieutenant Stephen Jacobs		Signature 		Date Signed 5/14/2022
Authorized Official Mailing Address 1200 N. Telegraph Rd. Bldg. 38E		City Pontiac	State MI	ZIP Code 48341
Email Address jacobss@oakgov.com		Telephone Number 248-452-9986 EXT.	Cell 248-431-4727	Fax 248-975-9759
Name and Title of PROJECT CONTACT Sergeant Michael Ritchie		Signature 		Date Signed 5/16/2022
Project Director Mailing Address 1200 N. Telegraph Rd. Bldg. 38E		City Pontiac	State MI	ZIP Code 48341
Email Address ritchiemi@oakgov.com		Telephone Number 248-858-5208 EXT.	Cell 248-791-4454	Fax 248-858-9565
Name and Title of FINANCIAL CONTACT Tammy Metrick		Signature 		Date Signed 05/16/22
Financial Contact Mailing Address 2100 Pontiac Lk. Rd.		City Waterford	State MI	ZIP Code 48328
Email Address metrickt@oakgov.com		Telephone Number 248-858-1292 EXT.	Cell -	Fax 248-858-9724

<p><b>Program Information</b></p>
<p><b>LAW ENFORCEMENT</b></p> <p><b>1. General Overview</b></p> <p>For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.</p> <p>What motor vehicle theft/fraud issues currently exist in your jurisdiction that warrant funding from the ATPA?  Oakland County continues to have issues with theft of high-performance vehicles, specifically Dodge Chargers and Challengers with high-end engines (Hellcat and Scat pack models), along with Jeep Trackhawks. There is high demand for these model vehicles because of the large engine and drive train.  We see key fob reprogramming used as a common technique for auto theft because thieves can easily acquire the technology needed to steal vehicles within minutes. As soon as the ignition is defeated by reprogramming a new key, thieves can quickly drive away with the vehicle and often go undetected.</p> <p>Oakland County has seen a drastic increase in catalytic converter thefts. It only takes a few minutes for a thief to steal a catalytic converter, so multiple catalytic converters can be stolen in a relatively short amount of time.</p> <p>Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved.  The Oakland County Auto Theft (OCAT) team continues to work with Corporate Investigations at Stellantis (Chrysler). We have also collaborated with other ATPA teams in identifying groups of thieves targeting high-performance vehicles.</p> <p>We met with local dealerships to discuss ways to limit auto theft, which included training dealership personnel on how to spot possible identity theft.</p> <p>We continue to work with the investigative teams and the nationwide head of security from Home Depot. Any auto thefts that occur at a Home Depot located within Oakland County get reported directly to the OCAT unit.</p> <p>We continue our partnerships with insurance companies, Michigan Department of State, rental companies, as well as other law enforcement agencies</p> <p>Have you conducted any community outreach, presentations, or training that would help reduce motor vehicle theft/fraud in your jurisdiction? If so, what impact has it had?  The OCAT team conducts a training session with every newly hired or promoted Deputy within the Oakland County Sheriff's Office. As part of this training, the Deputies are taught what to look for when they are on patrol. This means the new Deputies are actively searching for signs they were taught, rather than waiting to be dispatched.</p> <p>Recently, the Oakland County Sheriff's Office (OCSO) started a citizen's police academy and part of the curriculum includes auto theft awareness. The auto theft awareness course identifies how certain vehicles are targeted and how individuals can protect their property. These concepts have helped educate citizen's to become more conscientious of what they can do to avoid becoming a victim of an auto theft.</p> <p>Please list any training or equipment you have received from the ATPA in FY 2022. Please include any metrics or benefits it provided your team.  In FY2022, OCAT team members attended the International Association of Auto Theft Investigators (IAATI) training in Colorado. The training included valuable information on thefts, false reports, etc.</p> <p>OCAT purchased FLIR Scout Thermal Imaging Monoculars in FY2022, which have assisted in night operations of suspected thieves.</p> <p>In FY 2023, the ATPA board is considering reimbursement for equipment at 100 percent, if this were approved, what equipment would you request? (Please provide current quotes for all equipment requests.)  The OCAT team is requesting eight (8) quick deploy license plate reader cameras. With the use of our current mobile</p>

LPR's, we have been very successful in recovering stolen vehicles. The quick deploy cameras will assist in gathering data in specific target areas that will identify suspect vehicles for investigative leads. The cost of these cameras is \$24,000/annually.

OCAT is asking for two (2) tactical/raid vests for team members. The cost to purchase these vests is approximately \$6,000.

Additionally, OCAT is requesting two (2) drones. With the use of drones, we will have the ability to monitor suspicious activity from 300 feet in the air without drawing attention to ourselves. We will avoid compromising the safety of ourselves and innocent bystanders by assessing the situation and determining the best course of action without alerting anyone of our presence. The cost per drone is approximately \$10,000 for a total of \$20,000.

## 2. Program Goals and Objectives

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the previous grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

OCAT's goals for the FY 2022 grant period included establishing a task force with agencies in the Metro Detroit area. Teams would discuss cases and identify crews responsible for the thefts. OCAT worked with Waterford Police on several cases and was able to apprehend and prosecute suspects during FY2022. OCAT also worked with Canton Police on busting up a chop shop.

With access to the commercial database for our license plate cameras, we would identify areas where vehicles are recovered. We planned to use the crime data map, along with the ATPA analyst, to track common license plates for suspects in those areas. With access to the commercial database, OCAT was able to make recoveries on several stolen vehicles throughout metro Detroit.

We also planned to identify possible chop shops and locations that stolen vehicles and engines were being dismantled and sold. OCAT was able to identify three chop shops throughout Pontiac, Detroit, and Canton. The recovered parts were collected and stored at our lot until the cases are adjudicated.

Identify new goals for the FY 2023 grant period and how you plan to attain the stated goals.

OCAT will increase investigations on identity frauds and fraudulent vehicle purchases. We will educate and make the public aware of the possibility of fraudulent transactions when purchasing and selling vehicles online and in-person. We will also make dealerships more aware of fraudulent activities.

OCAT will increase the number of recoveries made by the unit by continuing to utilize mobile and stationary license plate readers. We will maintain alerts on the Oakland County Sheriff's website and attend community/neighborhood meetings.

Identify significant accomplishments during the current grant year.

The Oakland County Sheriff's Auto Theft Unit was provided information of a possible chop shop operating in Canton, Michigan. The suspect was allegedly selling stolen Dodge parts online via Ebay Motors. Detectives searched Ebay Motors and located the suspects business. Several Dodge parts were observed for sale on their site. Serial numbers on an air bag and rear differential for sale were traced to vehicle identification numbers. Further investigation revealed the business in Canton is connected to several known UDAA suspects in the metro Detroit area, as well as a similar business in California that was allegedly selling stolen Dodge Parts. The Oakland County Auto Theft team along with the Canton Police Special Operations Group executed a search warrant. Once the search was completed, several hundred stolen Dodge parts were located. Those parts included, but were not limited to: Hoods, fenders, air bags, rear differentials, shocks, seats, dash assemblies, door panels and bumpers. Shipping receipts indicated parts were being shipped all across the US. The estimated total parts recovered was \$100,681.00.



**Program Information**

**PROSECUTORS**

**1. General Overview**

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved.

Have you conducted any community outreach, presentations, or training that would help reduce motor vehicle theft/fraud in your jurisdiction? If so, what impact has it had?

What innovative prosecution methods have you implemented in your jurisdiction to ensure the maximum prosecution for automobile related crimes?

Please list any training or equipment you have received from the ATPA in FY 2022. Please include any metrics or benefits it provided to your team.

In FY 2023, the ATPA board is considering reimbursement for equipment at 100 percent, if this were approved, what equipment would you request? (Please provide current quotes for all equipment requests.)

**2. Program Goals and Objectives**

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the previous grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

Identify new goals for the FY 2023 grant period and how you plan to attain the stated goals.

Identify significant accomplishments during the current grant year.

**Program Information**

**NON-PROFIT COMMUNITY AND TRAINING GROUPS**

**1. General Overview**

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

Identify your target population and the geographical target area. Are there unique characteristics or abnormalities in your jurisdiction? (i.e., specific victim groups, organized gang activity, etc.)

Describe any existing organizations, partnerships, or other groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction and describe how you work with them.

What innovative methods have you implemented to combat, prevent, and/or reduce motor vehicle theft/fraud and list any successes related to those methods?

**2. Program Goals and Objectives**

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the previous grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

Identify new goals for the FY 2023 grant period, and how you plan to attain the stated goals.

How will your organization raise awareness of the auto theft issue in your jurisdiction?

### ATPA Budget Detail

BUDGET FOR SWORN EMPLOYEES: Complete each column for each separate position; sworn employees are defined as police officers and assistant prosecutors with criminal investigative powers. Make sure to review overtime eligible guidelines prior to completion. Attach additional pages as needed.

Sworn Employees							
	Name	Title/Position		Agency	Wage, Fringes, Overtime		Total Sworn
1	Terrance Somerville	Sergeant		Oakland County Sheriff's Office	Wages	\$93522.00	\$171,683.00
					Fringes	\$49547.00	
					Overtime	\$28614.00	
2	Don Greenwald	Deputy		Oakland County Sheriff's Office	Wages	\$81136.00	\$155,572.00
					Fringes	\$48507.00	
					Overtime	\$25929.00	
3	Jason Gruda	Deputy		Oakland County Sheriff's Office	Wages	\$81136.00	\$142,853.00
					Fringes	\$37908.00	
					Overtime	\$23809.00	
4	Faisal Khawaja	Deputy		Oakland County Sheriff's Office	Wages	\$81136.00	\$153,569.00
					Fringes	\$46838.00	
					Overtime	\$25595.00	
5	Matthew Middleton	Deputy		Oakland County Sheriff's Office	Wages	\$81136.00	\$155,561.00
					Fringes	\$48498.00	
					Overtime	\$25927.00	
6	David Schoeneweg	Deputy		Oakland County Sheriff's Office	Wages	\$81136.00	\$155,561.00
					Fringes	\$48498.00	
					Overtime	\$25927.00	
7	Jennifer Wiegand	Deputy		Oakland County Sheriff's Office - Contracted with the City of Pontiac	Wages	\$81136.00	\$142,853.00
					Fringes	\$37908.00	
					Overtime	\$23809.00	
8	Christopher Weiss	Detective		Farmington Hills Police Department	Wages	\$83228.00	\$157,093.00
					Fringes	\$47683.00	
					Overtime	\$26182.00	
9	Hussein Bzeih	Detective		Southfield Police Department	Wages	\$75108.00	\$149,532.00
					Fringes	\$49502.00	
					Overtime	\$24922.00	
10	Ryan McCabe	Detective		Hazel Park Police Department	Wages	\$72592.00	\$121,224.00
					Fringes	\$32927.00	
					Overtime	\$15705.00	
11	Carl Mack	Detective		Detroit Police Department	Wages	\$66885.00	\$106,748.00
					Fringes	\$22072.00	
					Overtime	\$17791.00	
12	Royal Oak Detective	Detective		Royal Oak Police Department	Wages	\$73156.00	\$192,183.00
					Fringes	\$86997.00	
					Overtime	\$32030.00	
13					Wages	\$0.00	\$0.00
					Fringes	\$0.00	
					Overtime	\$0.00	
14					Wages	\$0.00	\$0.00
					Fringes	\$0.00	
					Overtime	\$0.00	
TOTAL SWORN EMPLOYEES						\$1,804,432.00	

**BUDGET FOR OTHER EMPLOYEES:** Complete each column for each separate position; other employees include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc.

Other Employees						
	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Other
1	Gerald Schroeder	Part-Time Deputy/Administrative Assistant	Oakland County Sheriff's Office	Wages	\$26149.00	\$27,670.00
				Fringes	\$1521.00	
				Overtime	\$0.00	
2				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
3				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
4				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
5				Wages	\$0.00	\$0.00
				Fringes	\$0.00	
				Overtime	\$0.00	
TOTAL OTHER EMPLOYEES					\$27,670.00	

Please enter full grant request (agency portion PLUS ATPA portion) below.

<b>VEHICLE USAGE</b>	
Vehicle Lease/Purchase: OCSO 20,000 x 7 = \$140,000 FHPD \$20,000 ROPD \$20,000 HPPD \$20,000 SFPD \$20,000 DPD \$20,000	\$240,000.00
Other:	\$0.00
Other:	\$
Other:	\$
<b>TOTAL VEHICLE USAGE</b>	<b>\$240,000.00</b>
<b>FIELD OPERATIONS</b>	
Investigative Supplies: 12 x \$600 /person	\$7,200.00
Michigan Association of Vehicle Theft Investigators Dues: 12 X \$20 /person	\$240.00
International Association of Automobile Theft Investigators Dues: 12 renewal x \$50/person	\$600.00
Other: Tracker Renewal Annual Service \$499 x 4 = \$1,996; LPR Annual Subscription Renewal 8 x \$525 = \$4,200	\$6,196.00
Other: Training Conferences and Travel 12 x \$5,000/person	\$60,000.00
Other: Tactical/Raid vests 2 x \$3,000/vest = \$6,000 (100% request); Quick deploy cameras 8 x \$3,000/camera = \$24,000 (100% request) Drones 2 x \$10,000 = \$20,000 (100% request)	\$50,000.00
Other:	\$
<b>TOTAL FIELD OPERATIONS</b>	<b>\$124,236.00</b>
<b>OFFICE OPERATIONS</b>	
Supplies: 12 x \$400/person	\$4,800.00
Other: OCSO 6 x \$1,500 = \$9,000; OCSO Pon \$1,500; ROPD \$1,500; FHPD \$1,500; SFPD \$1,500; DPD \$1,500; HPPD \$1,500	\$18,000.00
Other: 5 x \$420 for Sonlm Commercial Device Monthly Service	\$2,100.00
Other: Southfield Office Landlines (monthly invoice approx. \$500)	\$6,000.00
Other:	\$
<b>TOTAL OFFICE OPERATIONS</b>	<b>\$30,900.00</b>

GRAND TOTAL	\$2,227,238
TOTAL EQUIPMENT REQUEST AT 100 PERCENT	\$50,000

## AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

**AUTHORITY:** MCL 500.6105; **COMPLIANCE:** Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2022, at [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov). **Do not** send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Oakland County Sheriff's Office		Project Title/Acronym OCAT	
Address 1200 North Telegraph Road, Building 38E	City Pontiac	State MI	ZIP Code 48341
Total Grant Award \$2,227,238	ATPA Award \$1,138,619	Match Requirement \$1,088,619	
Grant Period Start Date October 1, 2022	Grant Period End Date September 30, 2023	Project Number 08-23	
Authorized Official Lt. Steve Jacobs	Project Director Sgt. Michael Ritchie	Financial Contact Ms. Tammy Metrick	

### II. Contract Conditions and Requirements

#### Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2022, to September 30, 2023.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at [www.michigan.gov/msp/divisions/grantscommunityservices/atpa](http://www.michigan.gov/msp/divisions/grantscommunityservices/atpa).

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

#### Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at [www.michigan.gov/msp/divisions/grantscommunityservices/atpa](http://www.michigan.gov/msp/divisions/grantscommunityservices/atpa). The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to [MSPATPA@michigan.gov](mailto:MSPATPA@michigan.gov).

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

### **ATPA Teams**

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

### **III. Program and Financial Review**

#### **On-Site Monitoring and Payments**

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
  - o Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
  - o Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

Payment Procedure: For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations must submit the Financial Report (GRANTS-035) to request an advance payment. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS).

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantee in excess of allowable reimbursable expenses.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

#### **IV. Criminal or Administrative Investigations/Charges**

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

#### **V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)**

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

#### **VI. Suspension/Termination**

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.



This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

Should this contract be terminated by either party, within 30 days after the termination, the grantee shall provide the ATPA with all financial, performance, and other reports required as a condition of this contract. The ATPA will make payments to the grantee for allowable reimbursable costs not covered by previous payments. The grantee shall immediately refund to the ATPA any funds not authorized for use and any payments or funds advanced to the grantee in excess of allowable reimbursable expenditures.

## **VII. Liability**

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

## **VIII. Eligible Expenditures**

All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed \$2,500 per employee/per year.
- Vehicle operation cost. Not to exceed:
  - o Law enforcement agency - Calculated at \$10,000 per employee/per year. Costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
  - o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.

- Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.
- Copier purchase/usage. Not to exceed:
  - Law enforcement agency - \$1,200 per year.
  - Prosecutor's office - \$1,200 per year.
  - Non-profit organization - \$2,400 per year.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
  - Law enforcement agency and prosecutor's office - \$750 per person/per year.
  - Non-profit organization - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

## **IX. Ineligible Expenditures**

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

## **X. Law Enforcement Objectives**

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

## **XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)**

- |   |  |
|---|--|
| - Number of 14 point motor vehicle theft (MVT) related arrests. | - Number of passenger vehicles recovered.          |
| - Number of 12 point MVT related arrests.                       | - Dollar value of passenger vehicles recovered.    |
| - Number of ten point MVT related arrests.                      | - Number of other vehicles recovered.              |
| - Number of eight point MVT related arrests.                    | - Dollar value of other vehicles recovered.        |
| - Number of six point MVT related arrests.                      | - Number of parts parts/equipment recovered.       |
| - Number of four point MVT related arrests.                     | - Dollar value of parts/equipment recovered.       |
| - Number of two point MVT related arrests.                      | - Number of commercial vehicles recovered.         |
| - Number of insurance fraud related arrests.                    | - Dollar value of commercial vehicles recovered.   |
|   | - Dollar amount deposited into forfeiture account. |

## **XII. Prosecutor Objectives**

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

## **XIII. Prosecutor Evaluation Criteria**

- |  |  |
|--|--|
| - Number of cases initiated.                               | - Number of defendants who pled guilty to lesser included offense. |
| - Number of preliminary exams held.                        | - Number of plea bargain dismissals.                               |
| - Number of preliminary exams waived.                      | - Number of other dismissals.                                      |
| - Number of cases disposed pre-trial.                      | - Number of cases disposed by trial (jury/judge).                  |
| - Number of defendants who pled guilty to original charge. |  |

- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

#### XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.
- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

#### XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

#### XVI. Reporting Schedule

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-22 to 12-31-22	01-31-23
	Financial Report (GRANTS-035)	10-01-22 to 12-31-22	01-31-23
	Progress Report (GRANTS-037)	01-01-23 to 03-31-23	04-30-23
	Financial Report (GRANTS-035)	01-01-23 to 03-31-23	04-30-23
	Progress Report (GRANTS-037)	04-01-23 to 06-30-23	07-31-23
	Financial Report (GRANTS-035)	04-01-23 to 06-30-23	07-31-23
	Financial Report (GRANTS-035)	07-01-23 to 09-30-23	10-15-23
	Progress Report (GRANTS-037)	07-01-23 to 09-30-23	10-31-23

#### XVII. Arrest Ranking

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Car-jacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159i	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8

False Pretenses	750.218	12
False Statement in Application for Title	257.254	12
Forged License Documents/License Plates	257.257	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4511	14
Interstate Transportation of Stolen Motor Vehicle	750.535	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6
Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8
Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

**Note to Arrest Rankings:**

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

**XVIII. Special Conditions**

This contract is valid upon approval and execution by the ATPA.

This contract is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

**XIX. Contract Signatures**

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

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Printed Name of Authorized Official

Signature of Authorized Official

Date

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Printed Name of Project Director

Signature of Project Director

Date

Printed Name of Financial Contact	Signature of Financial Contact	Date
Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date



**AGREEMENT**  
**for**  
**PARTICIPATION IN OCAT AND RECEIPT OF ATPA GRANT FUNDS**  
**between**

**Oakland County (Oakland County Sheriff's Office);**  
**City of Farmington Hills (Farmington Hills Police Department);**  
**City of Hazel Park (Hazel Park Police Department);**  
**City of Detroit (Detroit Police Department);**  
**City of Southfield (Southfield Police Department); and**  
**City of Royal Oak (Royal Oak Department)**

**I. PARTIES**

This Agreement is made between Oakland County (Oakland County Sheriff's Office), City of Farmington Hills (Farmington Hills Police Department), City of Hazel Park (Hazel Park Police Department), City of Detroit (Detroit Police Department), City of Royal Oak (Royal Oak Police Department), and City of Southfield (Southfield Police Department).

This Agreement will be performed by the party's law enforcement agencies. Each party may be referred to in this Agreement by its respective law enforcement agency.

Oakland County may also be referred to in this Agreement as the "Grant Administrator." The parties are collectively referred to in this Agreement as the Oakland County Automobile Theft prevention team OCAT.

**II. PURPOSE**

The purpose of this Agreement is to set forth the relationship and responsibilities of the members of OCAT.

**III. EXHIBITS**

The following exhibits are part of this Agreement:

**Exhibit A:** FY 2023 Automobile Theft Prevention Authority (ATPA) Grant Application.

**Exhibit B:** FY 2023 ATPA Grant Contract.



#### **IV. RESPONSIBILITIES**

OCAT agrees to accomplish the following objectives, which are more fully outlined in Exhibit A and Exhibit B:

**Oakland County (Oakland County Sheriff's Office) will:**

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress reports and reimbursement requests from OCAT participating law enforcement agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).

**City of Farmington Hills (Farmington Hills Police Department) will:**

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

**City of Hazel Park (Hazel Park Police Department) will:**

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.

- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

**City of Royal Oak (Royal Oak Police Department)**

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

**City of Detroit (Detroit Police Department)**

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

**City of Southfield (Southfield Police Department) will:**

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

**The Parties mutually agree:**

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grant Administrator, compiled, and forwarded to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract (Exhibit B).
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

**V. LIABILITY**

Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

**VI. ASSURANCES**

- Each party certifies that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this Agreement been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

**VII. CORRESPONDENCE**

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person.
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

**Oakland County Sheriff's Office:**

Contact:  
Address:  
City, State, Zip:  
Telephone:  
Email:

**City of Hazel Park:**

Contact:  
Address:  
City, State, Zip:  
Telephone:  
Email:

**City of Royal Oak:**

Contact:  
Address:  
City, State, Zip:  
Telephone:  
Email:

**City of Farmington Hills:**

Contact:  
Address:  
City, State, Zip:  
Telephone:  
Email:

**City of Southfield:**

Contact:  
Address:  
City, State, Zip:  
Telephone:  
Email:

**City of Detroit:**

Contact:  
Address:  
City, State, Zip:  
Telephone:  
Email:

**VIII. TERM**

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2022 through September 30, 2023, unless terminated early, as hereinafter set forth.

**IX. TERMINATION**

Any party may terminate this Agreement for any reason, provided that at least 30 days advance written notice of termination is given to the non-terminating parties by the terminating party.

**X. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement is the complete and exclusive Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties after receiving approval from their governing bodies. However, a Party may change its Correspondence information without amending the Agreement in accordance with Section VII; it is not necessary to amend this Agreement for the sole purpose of changing the Correspondence information.

**XI. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this

Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## **XII. SIGNATURES**

Each Party certifies that it has received approval from its governing body via resolution to enter into this Agreement. The person signing this Agreement on behalf of each Party certifies that he or she has the necessary approval and authority to sign this Agreement on behalf of the Party and bind the Party to the terms and conditions contained herein.

### **Oakland County (Oakland County Sheriff's Office)**

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

Printed Name:

Title:

### **City of Farmington Hills (Farmington Hills Police Department)**

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

Printed Name:

Title:

### **City of Hazel Park (Hazel Park Police Department)**

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

Printed Name:

Title:

### **City of Royal Oak (Royal Oak Police Department)**

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

Printed Name:

Title:

### **City of Southfield (Southfield Police Department)**

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

Printed Name:

Title:

### **City of Detroit (Detroit Police Department)**

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

Printed Name:

Title:



**#12**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President, and City Council Members

**FROM:** Tim Greimel, Mayor

**DATE:** September 26, 2022

**RE: Recreation Department Head**

With the new fiscal year, the City of Pontiac programmed funds to recreate a Recreation Department. This department will be responsible for building out and maintaining our parks system along with providing activities that directly support youth and seniors. In addition to ensuring that the specific millages for recreation are spent correctly, this individual will serve to provide activities, experiences, and safe spaces to enrich the lives of all Pontiac residents.

WHEREAS, The City of Pontiac has re-established a Parks and Recreation Department with the passing of the FY 22-23 budget and;

WHEREAS, The City of Pontiac currently has no Director overseeing that department and;

WHEREAS, Vince Micallef has been nominated by the Mayor for the position of Director of Parks and Recreation and;

WHEREAS, Vince Micallef has over 30 years of progressive and diversified experience providing recreation services in the public sector and;

WHEREAS, Vince Micallef is highly qualified to lead the department;

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council approves Mr. Vince Micallef to be the Director of Parks and Recreation for the City of Pontiac.



**VINCE MICALLEF**

**6997 Lakeshore Rd. Lexington, MI 48450/**

**11578 n Oracle Rd Tucson, AZ 85737**

**602-772-1603; recvenues@gmail.com**

**EDUCATION:**

**M.A. – Parks and Recreation Administration - Central Michigan University**

**B. A. – Recreation Facility Management - Central Michigan University**

**A. A. – Business Administration/Marketing - St. Clair County Community College**

**EXPERIENCE:**

**State of Arizona Parks and Trails, Phoenix, AZ (3/2017 to present)**

**Park Manager – Oracle State Park, Environment Center and Wildlife Refuge**

- Oversee the operations of a 4,000 acre Arizona State Park.**
- Coordinate all capital improvement and maintenance projects**
- Monitor park expenditures including grant and sponsorship funding.**
- Recruit, train, supervise and evaluate all paid and volunteer park staff.**
- Develop programs, events and activities for park visitors, including those with the Audubon Society.**
- Contact person for all park related business including Friends of Oracle State Park.**
- Maintain ongoing networking process with federal, state, county and local entities.**
- Work with local businesses and tourism agencies on marketing the park and environment center.**
- Provide update of information for staff and volunteers regarding ASPT policies and procedures.**
- Maintain continuous trail advocacy through numerous nonprofit groups including the Arizona Trail Assoc.**
- Plan state-wide and regional events that adhere to the natural focal points of the park.**
- Establish nature conservancy as a priority within the park with all current and potential users.**

**Recreation Venues, Phoenix, AZ (10/11 to present)**

**Consultant (owner)**

- Provide recreational services to associations, businesses, and private/government entities.**
- Develop programs, activities and special events to members, employees and guests.**
- Coordinate sport leagues and tournaments.**
- Monitor parks, sport fields, trails and facilities.**
- Establish conservation component within hiking and biking clubs.**

**State of Arizona Department of Health Services-Arizona State Hospital (3/14 to 3/2017)**

**Facility Director-Recreation Event Camp/Center**

- Supervise/Train staff and volunteers within Civil Rehab Camp Program.**
- Establish on going activities and events within Camp Program and Recreation Center.**
- Purchase equipment and supplies for Camp and Center programs.**
- Create healthy physical and social skills for patients and staff through outdoor recreation and team building.**
- Member of the Employee Recognition Committee; Wellness Program Liaison.**
- Develop on-going environmental and conservancy education program.**

**Recreation Centers of Sun City West, Sun City West, AZ. (10/08 to 10/11)**

**Facility Director**

- Supervise staff of eleven paid employees and 140 volunteers.**
- Work with Friends of the Library Executive Board and Endowment Fund Committee.**
- Facilitate Family Outreach Services program and events.**
- Coordinate special events, concerts and activities within the community of 33,000 residents.**
- Create, develop and monitor budget of 1.5 million dollars.**
- Establish on-going media campaign including newsletter column.**
- Develop environmental education outreach program with senior volunteers and local schools.**

**Town of Youngtown Youngtown, AZ (2/05 to 10/08)**

**Community Services Director; Town Manager**

- Work with mayor, town council and town attorney on all segments of town business
- Develop special events and community programs for Town residents of all ages.
- Coordinate department volunteers and facilitate Community Outreach Committee.
- Supervise department directors and staff on all Town departmental operations.
- Listen to Town residents' concerns and take appropriate action to rectify a solution or implement ideas.
- Perform complex operations analysis work in resolving budget, administrative and management issues.
- Create, present, implement and monitor a fiscal budget of 5 million dollars annually.
- Represent agency on local, regional, state and federal levels of government issues.
- Established collaboration with various agencies regarding riparian trails built within the community.
- Maintained inter-departmental communication of time-lined tasks in relation to grant funded projects.

**Maricopa County Community Services, Phoenix, AZ (7/00 to 2/05)**

**Outreach Program Manager; Regional Coordinator**

- Supervised work of up to eighty employees including supervisors and hundreds of volunteers.
- Prepared and reviewed staff/volunteer training, evaluations, and performance plans.
- Researched all entities regarding purchases of capital goods RFP and throughout the bid process.
- Monitored facilities and vehicles combined fiscal budgets of 3.5million dollars.
- Planned & implemented all programs within the division.
- Networked with other county departments on various projects, events and programs.
- Participated in special grant writing projects such as LSTA and the Humanities Council.
- Created collaboration within Parks and Libraries to advocate nature conservancy through reading programs.
- Successfully completed supervisory program and graduated from Maricopa County Management School.

**City of Avondale, Avondale, AZ (4/97 to 7/00)**

**Library, Parks and Recreation Director**

- Supervised thirty-six staff/supervisors within three divisions.
- Collaborated with multiple entities to build trails along river beds connecting parks.
- Established and reviewed all staff training, evaluations/performance plans.
- Monitored fiscal budget of 3 million dollars and daily operations of all equipment and staff.
- Established short and long-term goals for department.
- Developed corporate sponsor/participant scholarship program.
- Routinely networked with the Media, elected officials, city staff, and vendors.
- Organized 3 day special events of up to 100,000 in attendance @ Phoenix International Raceway.
- Facilitated lead municipal role in participation within the Tres Rios and El Rio Wetlands Projects.
- Acquired grant funding for projects and facilities with RICO funds and LSTA grants.
- Created Tres Rios Festival in conjunction with the Arizona Game and Fish and Phoenix Intl. Raceway

**State of Michigan, Department of Natural Resources Lansing, MI (4/91 to 4/97)**

**Park Ranger VII**

- Monitored daily work assignments within 365-acre park.
- Created seasonal schedule for all park maintenance tasks that were to be completed.
- Established on-going electronic spreadsheets for tools, equipment and vehicle repair and maintenance.
- Coordinated educational nature tours for various community groups.
- Designed and constructed facility trails; tagged and recorded all flora and fauna within the park.
- Supervised seasonal and part-time maintenance/camp staff.
- Coordinated volunteer tasks for numerous conservation clubs and college biology/forestry classes.
- Directed outdoor recreation activities for youth/adolescent within a group camp setting.

**MEMBERSHIPS:**

**National Recreation and Park Association**