

PARTICIPATION AGREEMENT**Courts and Law Enforcement Management Information System (CLEMIS) Authority**

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the Interlocal Agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at <https://www.clemisauthority.org/forms/>). A reference copy of the CLEMIS Interlocal Agreement must be attached. This Participation Agreement also includes the contents of this cover page and incorporates the CLEMIS Main Services Agreement (the "MSA"). Capitalized terms used but not defined in this Participation Agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT**Full Legal Name:****Notice Address:****Primary Contact Name:****Primary Contact Email:****ATTACHMENTS** *(attach)*

The following attachments are included with this agreement.

**Authorizing Resolution
or Legal Authorization**

An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached.

If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached.

**CLEMIS Main Services
Agreement**

A copy of the CLEMIS MSA is attached.

**CLEMIS Interlocal
Agreement**

A copy of the CLEMIS Interlocal Agreement is attached.

SIGNATURES

Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:

Novi Police Department

By: _____

Name: Erick W. Zinser_____

Title: Director of Public Safety/Chief of Police_

Date: _____

Authority:

COURTS AND LAW ENFORCEMENT
MANAGEMENT INFORMATION SYSTEM (CLEMIS)
AUTHORITY

By: _____

Name: _____

Executive Director

Date: _____

MAIN SERVICES AGREEMENT

This Main Services Agreement (“**MSA**”) contains the standardized terms for the provision of services by the Authority to the Public Agency. This MSA and each Order Form constitute the agreement between the Authority and the Public Agency (this “**Agreement**”). Capitalized terms are defined in context or in Section 1.

1 Definitions

(a) For purposes of this Agreement, the following definitions apply:

- (1) “**Acceptable Use Policy**” means the Acceptable Use Policy made available through the Authority website, as it may be amended from time to time.
- (2) “**Agreement**” is defined in the preamble.
- (3) “**Authority**” means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under the Interlocal Agreement.
- (4) “**Business Day**” means a day that is not a Saturday, Sunday, or a state public holiday under 1865 PA 124, as amended, MCL 435.101 to 435.103.
- (5) “**Confidential Information**” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which: (A) the discloser identifies to recipient as “confidential” or “proprietary”; or (B) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. The Authority’s Confidential Information includes technical or performance information about the Service, and the Public Agency’s Confidential Information includes Public Agency Data. Confidential Information does not include information subject to disclosure under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 (“**FOIA**”).
- (6) “**Documentation**” means the Authority’s usage documentation for the Service. This documentation may include terms and conditions, including pricing or payment terms, that are specific to particular functionality in the Service.
- (7) “**DPA**” is defined in Section 4(c).
- (8) “**Effective Date**” means the effective date of the first Order Form executed by the Public Agency.
- (9) “**Interlocal Agreement**” means the Interlocal Agreement, filed with the Office of the Great Seal on October 23, 2025, and any amendments thereto, between the County of Oakland, the Charter Township of Bloomfield, the Charter Township of White Lake, and any subsequent Participants thereunder.

- (10) **“Law”** means all laws, regulations, executive orders, rules, court orders, or other binding requirements of a government authority that apply to a party.
- (11) **“Order Form”** means a Public Agency Order Form related to the provision of the Service, Support, or Professional Services.
- (12) **“Personal Data”** means Public Agency Data relating to an identified or identifiable natural individual.
- (13) **“Points of Contact”** means the individuals designated by the Public Agency as a primary contact and a secondary contact for the Public Agency.
- (14) **“Professional Services”** means system setup, configuration, training, data migration, or other professional services that the Authority furnishes to the Public Agency related to the Service.
- (15) **“Public Agency”** means the legal entity that executes an Order Form.
- (16) **“Public Agency Data”** means any data, contents, or information that the Public Agency (including its Users and Technology Partners) submits to its Service accounts or generates by or through the Service. “Public Agency Data” includes, but is not limited to, public safety data.
- (17) **“Public Agency Materials”** means materials and resources that the Public Agency makes available to the Authority in connection with Professional Services.
- (18) **“Security Measures”** means that term as defined in the Security Measures made available through the Authority website.
- (19) **“Service”** means the service provided by the Authority for the exchange and access to public safety software data, as described in more detail in this Agreement and the Documentation.
- (20) **“Statement of Work”** means a statement of work for Professional Services that is executed by the parties.
- (21) **“Support”** means support for the Service as described in Section 5.
- (22) **“Support Policy”** means the support policy made available through the Authority website.
- (23) **“Suspension Event”** is defined in Section 12.
- (24) **“Taxes”** is defined in Section 11(g).
- (25) **“Technology Partner”** means a third-party technology vendor to the Public Agency that has been identified in an Order Form (or otherwise in writing by the Public Agency) to be authorized, in accordance with this Agreement, to submit data to or receive data from the Service on the Public Agency’s behalf.
- (26) **“Term”** means the term for the Public Agency’s use of the Service as identified in an Order Form.

- (27) **“Trials and Betas”** mean access to the Service (or Service features) on a free, trial, beta, or early access basis.
 - (28) **“Usage Data”** means the Authority’s technical logs, data, and learnings about a Public Agency’s use of the Service, excluding Public Agency Data.
 - (29) **“User”** means an employee or contractor of the Public Agency that the Public Agency allows to use the Service.
 - (30) **“Virus”** means viruses, malicious code, malware, or similar harmful materials.
- (b) Capitalized terms not defined in this Agreement shall have the meaning prescribed to them in the Interlocal Agreement.

2 **Service**

- (a) **Data Sharing.** As specified in an Order Form, the Public Agency will upload Public Agency Data into the Service, including by means of a Technology Partner product. The Public Agency hereby authorizes the sharing of Public Agency Data with other public agencies that use the Service, subject to the terms of this Agreement and the Order Form.
- (b) **Data Access.** Subject to this Agreement, the Public Agency may authorize Users within its organization to access and use the Service for governmental and public safety purposes during the Term. The Public Agency’s access rights include the right to permit Users within the Public Agency’s organization to access the Service in accordance with the terms of applicable Order Forms. The Public Agency shall comply with the Documentation and applicable policies in accessing and using the Service.
- (c) **Technology Partners.** As specified in the applicable Order Form, Public Agency Data may be provided to or received from a Technology Partner through an integration with the Service. The Public Agency’s use of a Technology Partner product is governed by the Public Agency’s agreement with the Technology Partner, and the Authority is not responsible or liable for the performance of Technology Partner products, including their use of Public Agency Data.

3 **Users**

The Public Agency may permit Users to use the Service on its behalf. Users must be employees or contractors of the Public Agency. The Public Agency is responsible for provisioning and managing its User accounts, for its Users’ actions through the Service and for their compliance with this Agreement. The Public Agency shall ensure that Users keep their login credentials confidential, and the Public Agency shall promptly notify the Authority upon learning of any compromise of User accounts or credentials.

4 **Data**

- (a) Subject to this Agreement, the Authority will access and use Public Agency Data only to: (1) provide and maintain the Service, Support, and Professional Services under this Agreement; and (2) provide certain Public Agency Data to a third party

(e.g., an insurance company) as has been specifically approved in writing by the Public Agency, in an Order Form or otherwise.

- (b) The Authority shall implement and maintain the Security Measures. The Public Agency shall not submit to the Service any data controlled under the United States International Traffic in Arms regulations.
- (c) The parties shall adhere to any Data Processing Addendum (“**DPA**”) identified on an Order Form.
- (d) The Authority may collect Usage Data and use it to operate, improve, and support the Service and for other lawful governmental or public safety purposes, including benchmarking and reports. However, except as otherwise required by applicable law, the Authority shall not disclose Usage Data externally unless it is: (1) deidentified so that the Usage Data does not identify the Public Agency, its Users, or any other person; and (2) aggregated with data across other participants.
- (e) The Public Agency is the owner of all Public Agency Data and is required to provide Public Agency Data in a format agreed by the parties and as required by applicable Law. The Public Agency is responsible for ensuring the accuracy and currency of its Public Agency Data. Except as otherwise provided in this Agreement, the Public Agency shall have access to Public Agency Data at all times.
- (f) During a Term, the Public Agency may create reports of its Public Agency Data from the Service (or the Authority will otherwise make the Public Agency Data available to the Public Agency) as described in the Documentation.
- (g) The Authority will not store credit card account numbers and associated security information. Credit card data will be handled by a credit card data processor, subject to its terms, conditions, and policies.
- (h) The Authority shall comply with FOIA. However, pursuant to Section 5(9) of FOIA, 1976 PA 442, as amended, MCL 15.235(9), the Authority is not considered to be in possession of, retain, or be the custodian of a public record stored on behalf of the Public Agency. If the Authority receives a written request for a public record that is stored on behalf of the Public Agency, the Authority shall, within ten (10) business days after receipt of the request, give written notice to the requesting person identifying the Public Agency and stating that the requesting person must submit the request to the Public Agency.
- (i) Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, as amended, MCL 15.441 to MCL 15.445 (the “**EAPRA**”), the Authority may make Public Agency Data immediately available for public inspection, purchase, or copying by digital means. As a condition to the Authority providing enhanced access under the EAPRA, the Public Agency must first identify the Public Agency Data subject to the EAPRA and adopt an enhanced access policy that complies with the EAPRA. The Public Agency is responsible for ensuring that the fees for providing enhanced access that appear on the fee schedule maintained by the Authority pursuant to Section 11(b) of this MSA do not exceed a “reasonable fee” as that term is defined in the EAPRA, or that the Public Agency has established different reasonable fees in an Order Form.

5 **Support**

- (a) The Authority shall provide Support for the Service as described in the Support Policy.

6 **Statements**

- (a) Each party states the following:
 - (1) that it has the legal power and authority to enter into this Agreement;
 - (2) that it will use industry-standard measures to avoid introducing Viruses into the Service; and
 - (3) that it is not listed on any United States government list of prohibited or restricted parties.
- (b) The Public Agency states it is the owner of Public Agency Data, has the right to provide Public Agency Data with the Service, and grants the Authority the right to use Public Agency Data specified in this Agreement, without violating nonparty intellectual property, privacy, or other rights.
- (c) The Authority states the following:
 - (1) THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
 - (2) The Authority makes no warranty that: (i) the Service will meet the Public Agency’s requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) the results that may be obtained by the Service will be accurate or reliable.
 - (3) Any material or data downloaded or otherwise obtained through the use of the Service is accessed at the Public Agency’s discretion and risk. The Public Agency will be solely responsible for any damage to its computer system or loss of data that results from the downloading of any material.

7 **Usage**

- (a) The Public Agency shall comply with the Acceptable Use Policy and the Documentation.
- (b) Except as explicitly permitted in this Agreement, the Public Agency shall not and shall not permit others to do any of the following:
 - (1) sell, sublicense, distribute, or rent the Service or the data from the Service (in whole or part), excluding Public Agency Data;
 - (2) grant non-Users access to the Service or use the Service to provide a hosted or managed service to others;

- (3) reverse engineer, decompile, or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Law, and then only upon advance written notice to the Authority;
- (4) copy, modify, create derivative works of, or remove proprietary notices from the Service;
- (5) conduct security or vulnerability tests of the Service, interfere with its operation, or circumvent its access restrictions;
- (6) use the Service to develop a product that competes with the Service.

8 **Auditing**

Upon the Authority's written request, the Public Agency shall provide a signed certification: (a) verifying the Service is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Service is accessed, number of Users, and any other information reasonably requested by the Authority. The Authority may, at the Authority's expense and not more than once annually, audit the Public Agency's use of the Service and compliance with this Agreement. The audit will be conducted during business hours and will not interfere with the Public Agency's activities. The Public Agency shall provide the Authority or its auditor with all reasonable information and assistance required to enable the Authority to determine whether the Public Agency is in compliance with this Agreement. If the audit reveals that the Public Agency has underpaid fees to the Authority, the Public Agency will be invoiced for the underpaid fees based upon the Authority's price list at the time the fees would have otherwise been incurred. If the Public Agency does not pay the underpaid fees within thirty (30) days after the invoice date, the Public Agency will be charged with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that the Public Agency has underpaid fees totaling five percent (5%) or more of the fees due in any year, the Public Agency shall reimburse the Authority for all reasonable expenses associated with the audit.

9 **Professional Services**

The Authority shall perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Public Agency shall give the Authority access within five (5) business days to Public Agency Materials reasonably needed by the Authority for Professional Services, and the Authority shall use the Public Agency Materials only for purposes of providing Professional Services. Except as otherwise expressly stated in an Order Form or Statement of Work, the Professional Services shall not include travel or lodging expenses. The Public Agency may use code or other deliverables that the Authority provides as part of Professional Services only in connection with the Public Agency's authorized use of the Service under this Agreement.

10 **Purchase of Third Party Products**

The Authority may from time to time facilitate the purchase by the Public Agency of third party products. The Authority's role will be limited to facilitating payment and the execution by the Public Agency of the applicable agreement with the third party product

vendor. The Authority will not be a party to this agreement with the third party product vendor, and will not have any responsibility or liability related to the performance of the third party product.

11 Fees; Payment

- (a) **Authorized Representatives.** The Public Agency shall provide the Authority with current written authorization identifying representatives who are authorized to execute Order Forms, including any limitations on their authority. The Public Agency shall promptly notify the Authority of any changes to authorized representatives. The Authority may rely on such written authorizations until notified of changes.
- (b) **Fee Schedules and Updates.** Current fee schedules shall be maintained by the Authority in a separate fee schedule document and made available through the Authority website. The Authority may update fee schedules from time to time with at least one hundred and twenty (120) days' notice, provided that the updated fee schedules shall not take effect until the next Term, consistent with this Section 11.
- (c) **Payment Terms.** Unless the Order Form states otherwise, all amounts are due within sixty (60) days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees and expenses are not refundable, except as expressly provided in this Agreement.
- (d) **Appropriations and Budget Limitations.** All payment obligations under this Agreement and any Order Forms are subject to annual appropriation of funds by the Public Agency's governing body. If sufficient funds are not appropriated, the Public Agency may terminate the affected Order Form upon thirty (30) days' written notice to the Authority without penalty, provided that the Public Agency has made good-faith efforts to obtain necessary appropriations.
- (e) **Fee Disputes.** If the Public Agency disputes an invoice, the Public Agency shall notify the Authority within the payment period, and the parties must seek to resolve the dispute over a thirty (30)-day discussion period. The Public Agency is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.
- (f) **Taxes.** Unless the Public Agency is tax-exempt, the Public Agency is responsible for any sales, use, goods and services, value-added, withholding, or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than any income tax payable by the Authority. Fees do not include Taxes.

12 Suspension

The Authority may suspend the Public Agency's access to the Service and related services due to a Suspension Event, but where practicable, the Authority shall give the Public Agency prior notice so that the Public Agency may seek to resolve the issue and avoid suspension. The Authority is not required to provide prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once a Suspension

Event is resolved, the Authority shall promptly restore the Public Agency's access to the Service in accordance with this Agreement. For purposes of this Section 12, "**Suspension Event**" means: (a) Except during fee disputes as described in Section 11(f), the Public Agency's account is thirty (30) days or more overdue; (b) the Public Agency is in breach of Section 7; or (c) the Authority believes the Public Agency's use of the Service risks material harm to the Service or others.

13 **Term; Termination**

- (a) Each Term will last for an initial twelve (12)-month period unless the Order Form states otherwise. Each Term will renew for successive periods unless: (1) the parties agree on a different renewal Order Form; or (2) either party notifies the other of non-renewal at least thirty (30) days prior to the end of the current Term.
- (b) This Agreement starts on the Effective Date and continues until the end of all Terms, unless sooner terminated in accordance with its terms. If no Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.
- (c) Either party may terminate the applicable Order Form (in whole or in part) or this Agreement (together with all Order Forms) if the other party does one or more of the following:
 - (1) is in material breach of an Order Form or this Agreement and the breach remains uncured thirty (30) or more days after notice; or
 - (2) ceases operation without a successor.
- (d) Upon termination or cancellation of this Agreement, the Authority shall provide a copy of Public Agency Data to the Public Agency in an electronic format and time period determined by the Authority. Upon written confirmation from the Public Agency that it received its data, the Authority may delete Public Agency Data, and each party shall delete any Confidential Information of the other in its possession or control. If the Authority incurs any costs in copying Public Agency Data, the Public Agency shall be responsible for such costs and shall reimburse the Authority according to the terms of an invoice provided by the Authority. The Authority may waive these costs in its sole discretion.
- (e) The Public Agency's right to use the Service, Support, and Professional Services ends upon any termination or expiration of the applicable Order Form or this Agreement, subject to this Section 13.
- (f) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.
- (g) Sections 1, 4, 7, 8, 11, 13, 14, and 17 through 33, will survive the termination of this Agreement.

14 **U.S. Government Public Agencies**

To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of Federal Acquisition Regulation (FAR) 12.212 and for

Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

15 Trials and Betas

The Authority may offer optional Trials and Betas. Use of Trials and Betas is permitted only for the Public Agency's internal evaluation during the period designated by the Authority on the Order Form (or if not designated, thirty (30) days). Either party may terminate the Public Agency's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, the Authority offers no warranty, indemnity, SLA, or Support for Trials and Betas and its liability for Trials and Betas will not exceed \$1,000.

16 Subcontractors

- (a) The Authority may use subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, but the Authority remains responsible for their compliance with this Agreement and for the Authority's overall performance under this Agreement.
- (b) Section 16(a) does not limit any additional terms for subprocessors under a Data Protection Addendum.
- (c) Technology Partners are not subcontractors under this Agreement.

17 Intellectual Property

- (a) Neither party grants the other any rights or licenses not expressly set out in this Agreement.
- (b) Except for the Authority's express rights in this Agreement, as between the parties, the Public Agency retains all intellectual property and other rights in Public Agency Data and Public Agency Materials provided to the Authority.
- (c) Except for the Public Agency's express rights in this Agreement, as between the parties, the Authority and its licensors retain all intellectual property and other rights in the Service, Professional Services deliverables, and related Authority technology.
- (d) If the Public Agency provides the Authority feedback regarding improvement or operation of the Service, the Authority may use the feedback without restriction or obligation.

18 Confidentiality

- (a) A party receiving Confidential Information shall:
 - (1) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;
 - (2) not disclose Confidential Information to nonparties without the other party's prior approval, except as permitted in this Agreement;

- (3) protect Confidential Information using at least the same precautions the party receiving Confidential Information uses for its own similar information, with no less than a reasonable standard of care.
- (b) A party receiving Confidential Information may disclose the Confidential Information to its employees, agents, contractors, and other representatives with a legitimate need to know (including, for the Authority, any subcontractors), if the party receiving the Confidential Information remains responsible for its compliance with this Section 18 and is bound to confidentiality obligations no less protective than those included in this Section 18.
- (c) Confidentiality obligations under this Section 18 do not apply to information that the party receiving the information can document: (1) is or becomes public knowledge through no fault of the recipient; (2) it rightfully knew or possessed, without confidentiality restrictions, before receipt from the disclosing party; (3) it rightfully received from a nonparty without confidentiality restrictions; or (4) it independently developed without using or referencing Confidential Information.
- (d) The parties acknowledge that a breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 18, the party disclosing the Confidential Information may seek appropriate equitable relief, including an injunction, in addition to other remedies.
- (e) A party receiving Confidential Information may disclose Confidential Information to the extent required by Law, including FOIA. If permitted by Law, the party receiving Confidential Information shall provide the party disclosing Confidential Information with reasonable advance notice of the required disclosure and reasonably cooperate, at the disclosing party's expense, to obtain confidential treatment for the Confidential Information.

19 **Liability Limitations**

- (a) Except when prohibited by law, the Authority's entire liability arising out of or related to this Agreement will be subject to a cap of the amounts paid or payable by the Public Agency to the Authority under this Agreement in the twelve (12) months immediately preceding the first incident giving rise to liability.
- (b) Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility of any in advance.

20 **Mutual Compliance with Laws**

- (a) Each party shall comply with all Laws that apply to its performance under this Agreement, including, but not limited to, the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.216.
- (b) Through this Agreement, the parties commit that they will operate all software solutions in conformance with the CJIS Security Policy ("**CJISSECPOL**") Version 6.0 and any successor brought into effect by the Federal Bureau of Investigation

(the “FBI”) during the term of this Agreement, but excluding draft versions of CJISSECPOL released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

- (c) In accordance with CJISSECPOL, certain control requirements apply to personnel with unescorted access to unencrypted criminal justice information, including the parties’ personnel operating these solutions. These controls include:
 - (1) PS-3 (Personal Screening), mandating that the criminal justice agency using the Service conduct a fingerprint-based record check on the parties’ personnel;
 - (2) AT-3 (Awareness and Training), mandating that the parties’ personnel complete annual CJIS Security Awareness Training; and
 - (3) SA-9 (External System Services), mandating that the parties’ personnel sign the CJIS Security Addendum.

21 **Catastrophic Event**

- (a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply is not a breach if: (1) that party uses Reasonable Efforts to perform those obligations; (2) that party’s inability to perform those obligations is not due to its failure to: (A) use Reasonable Efforts to protect itself against events or circumstances of the same type as that Catastrophic Event; or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event; and (3) that party complies with its obligations under Section 21(b).
- (b) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this Agreement.
- (c) For purposes of this Section 21, the following definitions apply:
 - (1) “**Catastrophic Event**” means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party’s not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
 - (2) “**Reasonable Efforts**” means, with respect to a given obligation, the efforts, consistent with the practice of other non-state governmental entities in Michigan and their vendors with respect to a Catastrophic

Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

22 Governmental Function; Immunity

The parties performance of their obligations under this Agreement is a governmental function of providing criminal justice and public safety services to serve the public and to provide aid for persons and property. The parties intend that nothing in this Agreement be interpreted as a waiver by any party of any governmental immunity available to a party under Laws.

23 Nonparties

Except as expressly provided in this Agreement, this Agreement does not create for any party and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this Agreement, or any other right.

24 Non-Assignment

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

25 Authority Name Changes

The Authority may change its name from time to time as provided in Section 5.6 of the Interlocal Agreement. Any such name change shall not require amendment of this Agreement, and all references to the Authority by its former name shall be deemed to refer to the Authority as renamed.

26 Modification; Waiver

- (a) Subject to Sections 26(d) and 26(e), no amendment of this Agreement will be effective unless it is in writing, approved by the governing body of the Authority, and signed by an authorized officer of the Public Agency.
- (b) The parties may amend the quantities or other items on an Order Form by mutual written agreement.
- (c) No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.
- (d) With notice to the Public Agency, the Authority may modify the Support Policy or Security Measures to reflect new features or changing practices, but the modifications must not be retroactive or materially decrease the Authority's overall obligations during a Term.
- (e) An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it modifies.

27 Notice

- (a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this Section 27 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this Section 27; or
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (b) For a notice under this Agreement to be valid, it must be addressed using the information in the Order Form for that party or any other information stated by that party in a notice in accordance with this Section 27.
- (c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

28 Points of Contact

In addition to notice contact information, the Public Agency shall designate on the Order Form contact information for one individual to act as a primary contact person and a second individual to act as a secondary contact person for the Public Agency for communications relating to the Service and its operation and use. The Public Agency shall notify the Authority of any change in the Public Agency's primary contact person or secondary contact person by notifying the Authority pursuant to Section 27.

29 Severability

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

- (a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (b) if an unenforceable provision is modified or disregarded in accordance with this Section 29, by holding that the rest of the Agreement will remain in effect as written;

- (c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

30 **Electronic Signatures**

- (a) If this Agreement is an Electronically Signed Document, all of the following apply:
 - (1) the Authority states that the intention of an individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (2) The Public Agency states that the intention of an individual signing on behalf of the Public Agency on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and
 - (4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.
- (b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this Agreement. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this Agreement.
- (c) For purposes of this Section 30, the following definitions apply:
 - (1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.
 - (2) **"Electronically Signed Document"** means any document received by a party in connection with this Agreement, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring the proceeding in the courts of the State of Michigan.

33 **Entire Agreement**

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the parties.

4916-4051-6262.1

In Process



INTERLOCAL AGREEMENT

This interlocal agreement is between OAKLAND COUNTY, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573 (the “**County**”), the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 (“**Bloomfield Township**”), the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 (“**White Lake Township**”), and each other “**Public Agency**” (as defined in section 1.1(a)(35)) that becomes a “**Participant**” (as defined in section 1.1(a)(29)) pursuant to this agreement.

In 1968, the County created an information system for courts and law enforcement (the “**CLEMIS System**”) (as defined in section 1.1(a)(13)) to address the inability of criminal justice and public safety agencies to electronically share data in a timely manner.

Since its creation, the CLEMIS System, which is operated and maintained by the County’s Department of Information Technology, has expanded to become a multi-faceted, regional public safety information management system used by the County and many other Public Agencies. The CLEMIS System is composed of several software applications.

The purpose of the CLEMIS System is to provide innovative technology and related services to criminal justice and public safety agencies to enable the sharing of data and the improved delivery of criminal justice and public safety services. Public Agencies using the CLEMIS System have realized lower costs and efficiencies in providing criminal justice and public safety services, thereby providing first responders additional time to serve and protect residents.

The County has the power, privilege, and authority under Michigan law to provide criminal justice and public safety services.

Bloomfield Township, White Lake Township, and each Participant also each have the power, privilege, and authority to provide criminal justice and public safety services.

Section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512, authorize a Public Agency to exercise jointly with any other Public Agency any power, privilege, or authority that the Public Agencies share in common and that each might exercise separately.

The parties want to jointly exercise powers related to criminal justice and public safety services and create a new intergovernmental entity to operate and manage the CLEMIS System.

The parties therefore agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

- (a) For purposes of this agreement, the following definitions apply:
- (1) **“Act 7”** means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512.
 - (2) **“Assumed Liabilities”** means that phrase as defined in section 6.2(a)(8).
 - (3) **“Authority”** means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.
 - (4) **“Authority Board”** means that phrase as defined in section 4.1.
 - (5) **“Authorizing Resolution”** means that phrase as defined in section 9.1(b).
 - (6) **“Bloomfield Township”** means the Charter Township of Bloomfield, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.
 - (7) **“Budget Act”** means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.
 - (8) **“Business Day”** means a day other than a Saturday, Sunday, or legal holiday observed by the State of Michigan.
 - (9) **“Cash and Cash Equivalents”** means that phrase as defined in section 6.2(c)(1).
 - (10) **“C.J.I.S. Act”** means the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.
 - (11) **“CLEMIS Authority”** means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.
 - (12) **“CLEMIS Main Services Agreement”** or **“CLEMIS MSA”** means the services agreement provided for in section 3.5.
 - (13) **“CLEMIS System”** means the criminal justice information system for courts and law enforcement created by the County, operated and maintained as “CLEMIS” by the County’s Department of Information Technology before February 1, 2026, and transferred to and operated and maintained by the Authority pursuant to this agreement after January 31, 2026.
 - (14) **“Contracts”** means that term as defined in section 6.2(c)(2).
 - (15) **“Copyrights”** means that term as defined in section 6.2(c)(5)(C).

- (16) **“County”** means Oakland County, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573.
- (17) **“County I.T. Services Agreement”** means that phrase as defined in section 6.7(a).
- (18) **“Criminal Justice Agency”** means a court or other Public Agency, or any subunit of the court or Public Agency, that engages in the administration of criminal justice pursuant to a law or executive order and that allocates a substantial part of its annual budget for the administration of criminal justice. Criminal Justice Agency includes a state or federal inspector general office.
- (19) **“Effective Date”** means the effective date of this agreement as provided under section 10.1.
- (20) **“Executive Committee”** means the executive committee of the Authority Board created under section 4.5.
- (21) **“Executive Director”** means the executive director of the Authority provided for under section 4.12.
- (22) **“Initial Participants”** includes the County, Bloomfield Township, and White Lake Township.
- (23) **“Intellectual Property”** means that phrase as defined in section 6.2(c)(3).
- (24) **“Intellectual Property Agreements”** means that phrase as defined in section 6.2(c)(4).
- (25) **“Intellectual Property Assets”** means that phrase as defined in section 6.2(c)(5).
- (26) **“Nonparty Claim”** means that phrase as defined in section 11.2(f)(1).
- (27) **“OMA”** means the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275, as defined in section 4.3.
- (28) **“Operations”** means that term as defined in section 6.2(a)(7).
- (29) **“Participant”** means a party to this agreement other than the Initial Participants.
- (30) **“Participation Agreement”** means an agreement with a Participant in the form provided at exhibit A.
- (31) **“Participation Form”** means that phrase as defined in section 9.1(a).
- (32) **“Patents”** means that term as defined in section 6.2(c)(5)(A).
- (33) **“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

- (34) **“Proceeding”** means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (35) **“Public Agency”** means a political subdivision of the State of Michigan or of another state of the United States or of Canada, including a state government; a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other state of the United States and of Canada. As used in this section 1.1(a)(35), agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within the State of Michigan.
- (36) **“Representative”** means that term as defined in section 11.2(f)(2).
- (37) **“Tangible Personal Property”** means that phrase as defined in section 6.2(a)(6).
- (38) **“Trademarks”** means that term as defined in section 6.2(c)(5)(B).
- (39) **“Trade Secrets”** means that phrase as defined in section 6.2(c)(5)(G).
- (40) **“Transfer Agreement”** means that phrase as defined in section 6.2(a).
- (41) **“Transfer Date”** means that phrase as defined in section 6.2(a).
- (42) **“Transferred Assets”** means that phrase as defined in section 6.2(a)(7).
- (43) **“White Lake Township”** means the Charter Township of White Lake, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

ARTICLE 2 PURPOSE

2.1 **Purpose of Agreement**

The purpose of this agreement is to create and empower a public body corporate and politic to implement the powers, privileges, and authorities of each of the parties with respect to the subject matter of this agreement, including the operation of a public safety management information system for court and law enforcement purposes.

2.2 **Method for Exercise of Power**

The Authority will exercise power under this agreement as provided in this agreement.

2.3 **Management and Direction**

The Executive Committee has the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised under this agreement to the extent provided in this agreement.

ARTICLE 3 CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

The Courts and Law Enforcement Management Information System (CLEMIS) Authority is hereby created as a separate legal entity for the purpose of exercising the powers, privileges, and authorities under this agreement and applicable law, including executing the provisions of this agreement. The Authority is a public body corporate and politic. The Authority may use the name "CLEMIS Authority".

3.2 **Principal Office**

The principal office of the Authority will be at a location determined by the Executive Committee.

3.3 **Title to Authority Assets**

Unless otherwise expressly provided in this agreement, all property of the Authority is owned by the Authority as a separate legal entity and public body corporate and politic, and no party has any ownership interest in property of the Authority.

3.4 **Tax-Exempt Status**

- (a) The Authority must not be operated for profit.
- (b) No part of any earnings of the Authority may inure to the benefit of a Person other than the Initial Participants or the Participants.
- (c) The parties intend that the activities of the Authority are tax exempt as governmental functions carried out by an instrumentality or political subdivision of government under section 115 of the Internal Revenue Code of 1986, as amended, 26 USC 115, or any corresponding provisions of any future federal tax code.
- (d) The parties also intend that the activities of the Authority are governmental functions carried out by a political subdivision of the State of Michigan, exempt to the extent provided under Michigan law from taxation, including all of the following:
 - (1) income taxes under the City Income Tax Act, 1964 PA 284, as amended, MCL 141.501 to 141.787;
 - (2) sales taxes under the General Sales Tax Act, 1933 PA 167, as amended, MCL 205.51 to 205.78;
 - (3) use taxes under the Use Tax Act, 1937 PA 94, as amended, MCL 205.91 to 205.111;

- (4) income taxes under the Income Tax Act of 1967, 1967 PA 281, as amended, MCL 206.1 to 206.847; and
- (5) property taxes under The General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.155.

3.5 **CLEMIS Main Services Agreement**

After January 31, 2026, each party also must be a party to a CLEMIS Main Services Agreement (“**CLEMIS MSA**”) between the party and the Authority relating to the use of the CLEMIS System by that party. The Authority may enter into a CLEMIS MSA with a Public Agency that is not an Initial Participant or a Participant.

3.6 **Statements of Fact**

- (a) Each party states that it has taken all action and secured all approvals required to permit the party to enter into this agreement.
- (b) Each party states that the individual signing this agreement on behalf of the party has the legal authority to sign this agreement and to bind the party to the terms of this agreement.
- (c) The verb used to introduce a statement of fact in this agreement is not intended to affect the remedies available for inaccuracy of that statement of fact.

ARTICLE 4 GOVERNANCE

4.1 **Authority Board**

- (a) A board is created for the Authority (the “**Authority Board**”) as required by section 7(1) of Act 7, MCL 124.507(1). The Authority Board includes all of the following members:
 - (1) one member appointed by the governing body of the County;
 - (2) one member appointed by the governing body of Bloomfield Township;
 - (3) one member appointed by the governing body of White Lake Township;
 - (4) one member appointed by the governing body of each Participant;
 - (5) one member appointed by the county executive of the County (the “**County Executive**”) who is an employee or officer of the County;
 - (6) one member appointed by the County Executive who is an employee or officer of the Office of the Oakland County Sheriff; and
 - (7) 15 other members appointed by the County Executive.
- (b) All of the following apply to a member of the Authority Board appointed under section 4.1(a):

- (1) each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;
 - (2) a member may be removed from the Authority Board at the will of the appointing authority for the member;
 - (3) a vacancy caused for a reason other than the expiration of a term must be filled by the appointing authority for the vacating member for the remainder of the vacating member's unexpired term; and
 - (4) a member may continue to serve after the expiration of the member's term until a successor is appointed and qualified.
- (c) Before entering upon the duties as a member of the Authority Board, each member of the Authority Board must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.
- (d) An appointing authority under section 4.1(a) shall notify the Executive Committee of any appointments made under section 4.1(a).

4.2 **Authority Board Powers**

The Authority Board shall review the annual audit of the Authority, may evaluate the performance of the Authority, and shall, if required by law, review acts of the Executive Committee. The Authority Board may advise the Executive Committee on all matters relating to the Authority, including the Authority's budget and amendments to this agreement.

4.3 **Authority Board Meetings**

The County Executive shall convene the initial meeting of the Authority Board. The Authority Board shall hold at least one annual meeting at the place, date, and time determined by the Authority Board. Meetings of the Authority Board must comply with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275 (the "**OMA**"). Public notice of the time, date, and place of Authority Board meetings must be provided in the manner required by the OMA.

4.4 **Authority Board Quorum and Voting**

A majority of the members of the Authority Board then in office will constitute a quorum for the transaction of Authority Board business. The Authority Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Authority Board shall not engage in proxy voting.

4.5 **Executive Committee**

- (a) An executive committee of the Authority Board (the "**Executive Committee**") is hereby created.

- (b) The Executive Committee consists of the following nine members of the Authority Board:
 - (1) the member of the Authority Board appointed by the County Executive under section 4.1(a)(5); and
 - (2) eight members appointed by the County Executive, including all of the following:
 - (A) two members of the Authority Board representing cities, townships, or villages;
 - (B) one member of the Authority Board representing counties; and
 - (C) five members of the Authority Board representing other Public Agencies.
- (c) The initial terms of office of the members of the Executive Committee appointed under section 4.5(b)(2) will be as follows:
 - (1) two members appointed for a term of four years;
 - (2) two members appointed for a term of three years;
 - (3) two members appointed for a term of two years; and
 - (4) two members appointed for a term of one year.
- (d) After the initial terms under section 4.5(b)(2), subsequent appointments of members of the Executive Committee appointed under section 4.5(b)(2) will be for terms of four years. The County Executive shall fill a vacancy on the Executive Committee caused other than by expiration of a term in the same manner as the original appointment under section 4.5(b)(2) for the balance of the unexpired term.
- (e) A member of the Executive Committee may continue to serve after the expiration of the member's term until a successor is appointed and qualified.
- (f) To serve as a member of the Executive Committee, a person must be a member of the Authority Board.
- (g) Before entering upon the duties as a member of the Executive Committee, each member of the Executive Committee must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

4.6 **Executive Committee Powers**

Except as otherwise provided in section 4.2, the Executive Committee shall exercise the powers of the Authority. The Executive Committee shall appoint the Executive Director of the Authority. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under this agreement. The Executive

Committee is responsible for compliance by the Authority with rules and procedures applicable to the Authority under the C.J.I.S. Act.

4.7 **Executive Committee Meetings**

The member of the Executive Committee described in section 4.5(b)(1) shall convene the initial meeting of the Executive Committee and shall serve as chairperson of the Executive Committee. The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee must comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings must be given in the manner required by the OMA.

4.8 **Executive Committee Quorum and Voting**

A majority of the members of the Executive Committee then in office constitutes a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee shall not engage in proxy voting.

4.9 **Bylaws**

The Executive Committee may adopt bylaws consistent with this agreement and applicable law governing the activities of the Executive Committee.

4.10 **Committees**

- (a) The Executive Committee shall establish a Finance Committee as an advisory body consisting of members of the Authority Board to advise the Executive Committee not less than once per year on fees and other charges sufficient to pay the expenses of the CLEMIS System and the Authority.
- (b) The Executive Committee may establish other committees consisting of members of the Authority Board to advise the Executive Committee on matters relating to the Authority and this agreement.

4.11 **Advisory Groups**

The Executive Committee may establish advisory groups consisting of individuals representing parties to this agreement and persons or entities to which the Authority provides services to advise the Executive Committee on matters relating to the Authority, including a user advisory group.

4.12 **Executive Director**

The Executive Committee shall appoint the chief executive officer of the Authority (the “**Executive Director**”). The Executive Director shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Authority, subject to oversight of the Executive Committee. The Executive Director shall receive compensation as determined by the Executive Committee. All terms and conditions of the Executive Director’s employment, including length of service, must be specified in a written contract between the Executive Director and the Authority. The Executive Director will serve at the pleasure of the Executive Committee, and the Executive Committee may remove or

discharge the Executive Director by a vote of at least a majority of the members of the Executive Committee.

4.13 **Fiduciary Duty**

The members of the Authority Board, the Executive Committee, and the Executive Director are under a fiduciary duty to conduct the activities and affairs of the Authority in the best interests of the Authority, including the safekeeping and use of all Authority money and other Authority assets for the benefit of the Authority. The members of the Authority Board, the Executive Committee, and the Executive Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

4.14 **Compensation**

The members of the Authority Board and the Executive Committee will receive no compensation for the performance of their duties. A member of the Authority Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Authority Board and the Executive Committee may be reimbursed by the Authority for expenses incurred (such as travel and meals) relating to the performance of official duties of the Authority.

4.15 **Ethics and Conflicts of Interest**

The Executive Committee shall adopt ethics policies governing the conduct of Authority Board members, the Executive Committee, and the officers and employees of the Authority. The policies must be no less stringent than those provided for public officers and employees under 1973 PA 196, as amended, MCL 15.341 to 15.348. Members of the Authority Board, the Executive Committee, and the officers and employees of the Authority will be deemed to be public servants under 1968 PA 317, as amended, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

4.16 **Fees and Charges**

The Executive Committee shall establish fees and other charges sufficient with other resources to pay the expenses of the CLEMIS System and the Authority. When establishing fees and other charges, the Executive Committee shall consider any recommendation from the Finance Committee required by section 4.10(a).

ARTICLE 5 POWERS OF AUTHORITY

5.1 **General Powers**

- (a) In carrying out its purposes and otherwise executing this agreement, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the parties share in common and that each might exercise separately

to the fullest extent permitted by Act 7 and other applicable law. The enumeration of a power in this agreement is not a limitation upon the powers of the Authority.

- (b) Among other things, the Authority may do all of the following:
 - (1) make or enter into contracts;
 - (2) employ agencies or employees;
 - (3) acquire, construct, manage, maintain, or operate buildings, works, or improvements;
 - (4) acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;
 - (5) incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties;
 - (6) cooperate with a Public Agency or an agency or instrumentality of the Public Agency;
 - (7) make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
 - (8) form other entities necessary to further the purposes of this agreement; and
 - (9) sue and be sued in the name of the Authority.
- (c) The Authority may not bind a party to this agreement, unless otherwise agreed to by the party.
- (d) The Authority may not levy a tax.

5.2 **Additional Powers**

- (a) The Authority also may do all of the following:
 - (1) employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable law;
 - (2) fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
 - (3) promulgate necessary rules and provide for their enforcement by or with the assistance of the parties to accomplish the purposes of this agreement;
 - (4) accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this agreement;
 - (5) apply for and accept grants, loans, or contributions from any source and secure grants, loans, or other contributions;
 - (6) make claims for federal or state aid payable to a party on account of the execution of this agreement, with the consent of the party;

- (7) determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
 - (8) adjudicate disputes or disagreements, the effects of failure of the parties to pay their shares of the costs and expenses agreed to by the parties, and the rights of the other parties in such cases;
 - (9) engage auditors to perform independent audits of the financial statements of the Authority;
 - (10) invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
 - (11) employ legal, financial, and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;
 - (12) study, develop, and prepare reports or plans the Authority considers necessary to further the purposes of this agreement and to monitor and evaluate performance under this agreement; and
 - (13) indemnify, as permitted by law, and procure insurance indemnifying any members of the Authority Board, Executive Committee, or officers or employees of the Authority from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Authority.
- (b) The Authority may enter into agreements, contracts, or arrangements with a Public Agency or other Person necessary or appropriate to assist the Authority in carrying out its duties and functions.
 - (c) The Authority may accept gifts, grants, bequests, and other donations for use in performing the Authority's functions. Money or property accepted must be used as directed by the donor in accordance with applicable law, rules, and procedures. The Authority may receive local, state, and federal funds to accomplish its purposes.
 - (d) The Authority may form and own other legal entities to further the purposes of this agreement. The Authority may cooperate with a Public Agency, an instrumentality of that Public Agency, or other legal or administrative entities created under Act 7.

5.3 **Bonds or Notes; Limitation**

- (a) The Authority shall not issue any type of bond in its own name, except as provided in this section 5.3, or in any way indebted a party except as expressly authorized by that party.
- (b) The Authority may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes, but the Authority must not borrow money or issue bonds or notes for an amount that, together with the total outstanding bonded indebtedness of the Authority, exceeds 2 mills of the taxable value of the taxable property within the geographic areas of the parties as

determined under section 27a of The General Property Tax Act, as amended, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7.

- (c) Bonds or notes issued by the Authority are the debt of the Authority and not of the parties.
- (d) Bonds or notes issued by the Authority are for an essential public and governmental purpose. Pursuant to section 7(7) of Act 7, MCL 124.507(7), bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes.
- (e) Bonds or notes issued by the Authority are subject to the Revised Municipal Finance Act, 2001 PA 34, as amended, MCL 141.2101 to 141.2821.

5.4 **Criminal Justice Agency**

- (a) The Authority may exercise the powers, privileges, and authorities of a Criminal Justice Agency. The Authority is hereby designated to perform criminal justice functions and authorized to perform the administration of criminal justice.
- (b) The Authority shall comply with applicable state and federal laws relating to criminal justice information, including the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215 (the “**C.J.I.S. Act**”), and applicable provisions of the state administrative rules promulgated pursuant to the C.J.I.S. Act.
- (c) To the extent permitted by applicable law, the Authority may obtain an originating agency identifier (ORI) assignment from the Criminal Justice Information Services Division of the Federal Bureau of Investigation.

5.5 **Limitation on Political Activity**

The Authority shall not spend any public funds on political activities. This section 5.5 is not intended to prohibit the Authority from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, as amended, MCL 169.201 to 169.282.

5.6 **Name of Authority and System**

The Executive Committee may change the name of the Authority and the name used for the CLEMIS System. The Executive Committee shall notify each party to this agreement of a name change under this section 5.6. A name change under this section 5.6 is effective upon a date provided by the Executive Committee after notice required by this section is provided.

ARTICLE 6 CONTRIBUTIONS BY COUNTY

6.1 **Startup Advance**

Not less than 10 Business Days after the Effective Date, the County shall transfer to the Authority \$250,000.00 for the initial startup costs of the Authority.

6.2 Transfer of CLEMIS System Assets to Authority

- (a) Subject to section 6.2(b), effective February 1, 2026 (the “**Transfer Date**”), the County shall transfer to the Authority all of the following both owned by the County and relating to the CLEMIS System, as provided in a transfer agreement between the County and the Authority entered into before the Transfer Date (the “**Transfer Agreement**”):
- (1) Cash and Cash Equivalents, including money relating to the CLEMIS System in County internal fund numbers FND53500 (CLEMIS) and FND53100 (Fire Records Management);
 - (2) accounts or notes receivable owned by the County, and any security, claim, remedy, or other right related to each such account or note receivable;
 - (3) inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories (including consumables);
 - (4) Contracts;
 - (5) Intellectual Property Assets;
 - (6) furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property (the “**Tangible Personal Property**”);
 - (7) any permits or licenses issued by a governmental authority held by the County and required for the conduct of the operations of the CLEMIS System (the “**Operations**”) or for the ownership and use of the assets transferred under the Transfer Agreement (“**Transferred Assets**”);
 - (8) any rights to any actions of any nature available to or being pursued by the County to the extent related to the Operations, the Transferred Assets, or liabilities assumed by the Authority under the Transfer Agreement (the “**Assumed Liabilities**”), whether arising by way of counterclaim or otherwise;
 - (9) any prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, and fees;
 - (10) any of the County’s rights under warranties, indemnities, and all similar rights against other Persons to the extent related to any assets transferred under the Transfer Agreement;
 - (11) any insurance benefits, including rights and proceeds, arising from or relating to the Operations, the Transferred Assets, or the Assumed Liabilities;
 - (12) copies of any records, including books of account, ledgers, and general, financial, and accounting records, CLEMIS System user lists, user purchase

histories, user agreements, supplier lists, quality control records and procedures, user complaints and inquiry files, research and development files, records and data, strategic plans, internal financial statements, marketing and promotional surveys, material and research, and files relating to the Intellectual Property Assets and the Intellectual Property Agreements; and

- (13) the goodwill and the going concern value of the Operations.
- (b) The Transfer Agreement may designate assets retained by the County and not transferred to the Authority.
- (c) For purposes of this section 6.2, the following definitions apply:
- (1) **“Cash and Cash Equivalents”** means any cash and cash equivalents (including commercial paper, certificates of deposit, and other bank deposits, treasury bills, short-term investments, and all other marketable securities), investment accounts, and other similar cash items, less uncleared checks, wires, automated clearinghouse (ACH) settlements, and drafts.
 - (2) **“Contracts”** means any contracts, licenses, instruments, notes, commitments, undertakings, joint ventures, donation agreements, and any other agreements, commitments, and legally binding arrangements, whether written or oral, including any legally binding amendments to the preceding.
 - (3) **“Intellectual Property”** means Intellectual Property both owned by the County and used or held for use in the conduct of the operations of the CLEMIS System as currently conducted or proposed to be conducted, and all (A) royalties, fees, income, payments, and other proceeds now or later due or payable to the County relating to the Intellectual Property, and (B) claims and causes of action relating to the Intellectual Property, whether accruing before, on, or after the Transfer Date, including any rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation of applicable law.
 - (4) **“Intellectual Property Agreements”** means any license, sublicense, consent to use agreement, settlement, coexistence agreement, covenant not to sue, waiver, release, permission, or other agreement, written or oral, relating to Intellectual Property that is used or held for use in the conduct of the Operations as currently conducted or proposed to be conducted to which the County is a party, beneficiary, or otherwise bound.
 - (5) **“Intellectual Property Assets”** means any rights in, arising out of, or associated with any of the following in any jurisdiction:

- (A) issued patents and patent applications (whether provisional or non-provisional), including divisional, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the preceding and other government issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (“**Patents**”);
- (B) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, and the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”);
- (C) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the preceding (“**Copyrights**”);
- (D) internet domain names (including “clemis.org”) and social media accounts or user names (including handles), whether or not Trademarks, any associated web addresses, URLs, websites and web pages, social media sites, and pages, and any content and data on or relating to the websites and web pages, social media sites, and pages, whether or not Copyrights;
- (E) mask works, and any registrations, applications for registration, and renewals of the registrations or applications for registration;
- (F) industrial designs, and all Patents, registrations, applications for registration, and renewals;
- (G) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, Technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and any related rights (“**Trade Secrets**”);
- (H) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other related documentation;
- (I) rights of publicity; and
- (J) any other intellectual or industrial property and proprietary rights.

6.3 Other Assets

On the Transfer Date, in addition to other assets transferred by the County to the Authority, the County shall transfer \$9,750,000.00 to the Authority.

6.4 **Liabilities and Contingencies**

On the Transfer Date, the County shall transfer to the Authority and the Authority shall assume the liabilities and contingencies of the County relating to the CLEMIS System as detailed in the Transfer Agreement.

6.5 **County Property and Facilities**

Beginning on the Transfer Date, and continuing through September 30, 2027, the County shall provide the Authority with the use of County facilities and property needed for the operation of the CLEMIS System by the Authority as provided in the Transfer Agreement, including a separately executed lease agreement. The Authority may enter into agreements with the County for the use of County property and facilities effective after September 30, 2027.

6.6 **County Telecommunications and Network Equipment and Services**

Beginning on the Transfer Date and continuing through September 30, 2027, the County shall provide the Authority with the use of the County telecommunications and network equipment and services as provided in the Transfer Agreement. The Authority may enter into agreements with the County for the use of County telecommunications and network equipment effective after September 30, 2027.

6.7 **County I.T. Services Agreements**

- (a) By October 3, 2025, the County shall notify each Public Agency that is a party to an agreement for information technology services with the County providing the Public Agency with access to the CLEMIS System (each a “**County I.T. Services Agreement**”) of the cancellation of the County I.T. Services Agreement by the County effective February 1, 2026.
- (b) When providing notice to a Public Agency under section 6.7(a), the County shall provide the Public Agency with information provided by the Authority regarding the transfers provided under this agreement and instructions on how the Public Agency may enter into an agreement with the CLEMIS Authority for continued access to the CLEMIS System after January 31, 2026.
- (c) If the County enters into a County I.T. Services Agreement after the Effective Date, the County I.T. Services Agreement must provide for the termination of the County I.T. Services Agreement effective February 1, 2026.
- (d) The County and the Authority may enter into agreements and execute other documents necessary to effectuate this section 6.7.

6.8 **Other Revenue**

After January 31, 2026, the County shall transfer to the Authority money paid to the County and attributable to the CLEMIS System. A transfer under this section 6.8 must be paid to the Authority within 15 Business Days after the end of the month in which money is paid to the County.

6.9 **Nonparty Consents**

To the extent that the County's rights under any agreement or permit that is a Transferred Asset under the Transfer Agreement, or any other Transferred Asset under the Transfer Agreement, may not be assigned to the Authority without the consent of another Person, and the consent has not been obtained as of the Transfer Date, it is the intent of the parties that this Agreement not be construed to assign the Transferred Asset to the Authority if the attempted assignment would constitute a breach of the agreement or permit or be unlawful, and the County shall use reasonable efforts to obtain any required consent as promptly as possible. If any consent is not obtained or if any attempted assignment would be ineffective or would impair the Authority's rights under the Transferred Asset in question, so that the Authority would not effectively acquire the benefit of the rights relating to the Transferred Asset, the County, to the extent permitted by applicable law and the Transferred Asset, shall act after the Transfer Date as the Authority's agent to obtain for the Authority the benefits under the Transferred Asset and shall cooperate to the extent permitted by applicable law and the Transferred Asset in any other reasonable arrangement designed to provide the benefits to the Authority.

ARTICLE 7 EMPLOYEES

7.1 **Employer of Personnel**

- (a) The Authority must function as the employer of any employees of the Authority and has the responsibility, authority, and right to manage and direct the employees of the Authority.
- (b) No employment relationship exists between the Authority and an employee of an Initial Participant or a Participant.

7.2 **Transfer of County Employees**

- (a) On the Transfer Date, the County shall transfer to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Upon transfer to the Authority, the employees transferred under this section 7.2(a) will each be an employee of the Authority and not employees of the County.
- (b) On the Transfer Date, the County shall detail (as provided in this section 7.2(b)) to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Employees of the County detailed to the Authority under this section 7.2(b) are not employees of the Authority and remain employees of the County. Employees described in this section 7.2(b) will continue within the County's merit system (as applicable to any County merit system employee), and the County's compensation and benefit system, including wages, retirement benefits, seniority, medical leave, vacation, healthcare, and other benefits, with those costs paid by the Authority while the employee is detailed to the Authority. Employees detailed under this section 7.2(b) are subject to direction and

supervision in the performance of tasks by the Authority, but the County will function as the employer of the employees detailed under this section 7.2(b) and will otherwise have the responsibility, authority, and right to manage and direct the employees. The Authority and the County may enter into agreements relating to the detail of employees under this section 7.2(b).

ARTICLE 8 RECORDS AND FINANCES

8.1 **Authority Records**

- (a) The Authority shall keep and maintain at the principal office of the Authority all documents and records of the Authority.
- (b) The records of the Authority must include a copy of this agreement, each Participation Agreement, any amendments to this agreement, and any amended and restated agreement.
- (c) The Authority shall make the records of the Authority available to the parties.
- (d) The records and documents of the Authority must be maintained until termination of this agreement. Upon termination of this agreement, the records and documents of the Authority must be transmitted to the County.

8.2 **Freedom of Information Act**

The Authority shall comply with the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246.

8.3 **Uniform Budgeting and Accounting Act**

- (a) The Authority shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.
- (b) Unless otherwise designated by the Executive Committee, the Executive Director shall serve as the chief administrative officer of the Authority for purposes of the Budget Act.
- (c) The Executive Committee shall prepare all budgets and budget amendments and the Executive Committee shall approve all budgets and budget amendments for the Authority for each fiscal year of the Authority.

8.4 **Financial Statements and Reports**

- (a) The Authority shall prepare, or cause to be prepared, at the Authority's expense, audited financial statements (balance sheet, statement of revenue and expenses, statement of cash flows, and changes in fund balance) on an annual basis.
- (b) The audited financial statements must be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

- (c) A copy of the annual financial statement and report must be filed with the Michigan Department of Treasury and the Authority shall make a copy available to the Authority Board, the Executive Committee, and each of the parties.

8.5 **Deposits and Investments**

The Authority shall deposit and invest money of the Authority not otherwise employed in carrying out the purposes of the Authority in accordance with an investment policy adopted by the Executive Committee that is consistent with applicable law.

8.6 **Disbursements**

Disbursements of money of the Authority must be in accordance with the budget for the Authority adopted by the Executive Committee, consistent with any guidelines or disbursement policies established by the Executive Committee, and in accordance with applicable law.

8.7 **Audits**

- (a) The Executive Committee may establish a dedicated audit committee for the purpose of overseeing the accounting and financial reporting processes of the Authority and audits of its financial statements and making recommendations to the Authority Board on approval of the annual audit.
- (b) If an audit committee is established, the Executive Committee shall establish specific duties and obligations for the audit committee and standards and qualifications for membership of that committee.
- (c) The Executive Committee may require at least one member of an audit committee to be specifically knowledgeable about financial reports.

ARTICLE 9 ADMISSION OF PARTICIPANTS

9.1 **Admission Procedure**

- (a) After the Effective Date, a Public Agency may become a Participant by submitting to the Authority a participation agreement signed by the Public Agency in the form included at exhibit A (a “**Participation Form**”) in a manner consistent with this section 9.1 and any procedures adopted by the Executive Committee.
- (b) A Participation Form must be accompanied by a resolution of the governing body of the Public Agency in substantially the form provided at exhibit B (the “**Authorizing Resolution**”).
- (c) A Participation Form also must be accompanied by a CLEMIS MSA signed by the Public Agency.
- (d) The Executive Director may approve or deny a request from a Public Agency to become a Participant. If the Executive Director approves the request from the Public Agency, the Executive Director shall sign the Participation Form and the CLEMIS

MSA submitted by the Public Agency and transmit a signed copy of the Participation Form and the CLEMIS MSA to the Public Agency.

- (e) A Public Agency approved under section 9.1(d) shall do both of the following:
 - (1) File a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the county clerk of each county in which the Public Agency is located; and
 - (2) Notify the Authority of the Public Agency's compliance with section 9.1(e)(1).
- (f) After notification under section 9.1(e)(2), the Authority shall file a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the clerk of the County.
- (g) If the Executive Director does not approve a request from a Public Agency under this section 9.1, the Public Agency is not a Participant.

9.2 **Admission Date**

The effective date of admission of a Participant is the day on which sections 9.1(e) and 9.1(f) are complied with for the Participant.

9.3 **Admission not an Amendment**

The admission of an additional Participant is not otherwise an amendment to this agreement.

ARTICLE 10

TERM, DURATION, WITHDRAWAL, AND TERMINATION

10.1 **Effective Date**

- (a) This agreement is effective beginning on the day (the "**Effective Date**") that all of the following are satisfied:
 - (1) this agreement is approved by the township board of Bloomfield Township;
 - (2) this agreement is approved by the township board of White Lake Township;
 - (3) this agreement is approved by the board of commissioners of the County;
 - (4) this agreement is signed by the supervisor of Bloomfield Township;
 - (5) this agreement is signed by the supervisor of White Lake Township;
 - (6) this agreement is signed by the County Executive;
 - (7) a copy of this agreement is filed with the clerk of the County; and
 - (8) a copy of this agreement is filed with the Secretary of State.

10.2 **Term**

- (a) This agreement is effective beginning on the Effective Date and continues for an initial term of 15 years (the “**Initial Term**”).
- (b) After the Initial Term, the agreement is extended in five-year increments unless not extended by joint action of the parties.
- (c) The term of this agreement also ends upon one or more of the following:
 - (1) withdrawal by all parties under sections 10.3 and 10.4;
 - (2) withdrawal by the County under section 10.3;
 - (3) withdrawal by all Initial Participants and Participants under section 10.4; or
 - (4) the Transfer Agreement is not approved and effective before February 1, 2026.

10.3 **Withdrawal by County**

The County may withdraw as a party to this agreement upon 18 months’ notice of its withdrawal to the Authority. The Authority by the vote of at least three-fourths of the serving members of the Executive Committee may waive the notice period under this section 10.3.

10.4 **Withdrawal by Others**

Initial Participants and Participants other than the County may withdraw from this agreement upon six months’ notice to the Authority. The withdrawal of an Initial Participant or Participant other than the County will not terminate or otherwise affect this agreement as to the remaining parties if the County and at least one additional Initial Participant or Participant remains a party to this agreement.

10.5 **Termination or Expiration of CLEMIS MSA**

After January 31, 2026, if an Initial Participant or a Participant terminates the CLEMIS MSA between the Initial Participant or Participant and the Authority or the CLEMIS MSA between the Initial Participant or Participant and the Authority expires, the Initial Participant or the Participant’s status as a party to this agreement expires upon the termination or expiration of the CLEMIS MSA.

10.6 **Disposition upon Termination**

- (a) As soon as possible after termination of this agreement, the Authority shall wind up its affairs as follows:
 - (1) all of the Authority’s debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets must be paid first; and
 - (2) title to all property and assets owned by the Authority must be distributed as directed by the Executive Committee, which may include transfer of the property and assets to the County.

ARTICLE 11 ADDITIONAL PROVISIONS

11.1 Legal Compliance

Each party shall comply with the laws and regulations applicable to its activities under this agreement.

11.2 Relationship and Responsibilities of Parties

- (a) No party is responsible for the acts of the Authority or of the Representatives of any other party, whether acting separately or in conjunction with the implementation of this agreement. The parties are only bound and obligated under this agreement as expressly agreed by each party under this agreement and no party may otherwise obligate any other party because of this agreement.
- (b) Each party is responsible for any Nonparty Claims brought against that party and for the acts or omissions of its Representatives arising out of this agreement.
- (c) Except as otherwise provided in this agreement, for any dispute arising out of this agreement, each party shall seek its own legal representation and bear the costs of that representation.
- (d) The parties hereby acknowledge that no party is legally authorized to indemnify any other party or the Authority. The parties hereby acknowledge that the Authority is not legally authorized to indemnify any party.
- (e) A party will not be liable to another party or any other Person for any consequential, incidental, indirect, special, or punitive damages arising out of this agreement regardless of whether the party was informed of the possibility of those damages.
- (f) For purposes of this section 11.2, the following definitions apply:
 - (1) **“Nonparty Claim”** means any Proceeding brought by someone other than a party against one or more parties that arises out of this agreement.
 - (2) **“Representative”** means, with respect to a party, any of that party’s officers, employees, agents, consultants, advisors, or other representatives.

11.3 Nonparties

Except as expressly provided in this agreement, this agreement does not create for any Person and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party’s rights in this agreement, or any other right.

11.4 Governmental Function

The parties acknowledge that the performance of this agreement is the governmental function of providing criminal justice and public safety services to serve and to provide aid for persons and property.

11.5 **No Waiver of Governmental Immunity**

The parties believe that nothing in this agreement is a waiver by any party of any governmental immunity provided under Act 7 or other law.

11.6 **Non-Assignment**

No party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other parties.

11.7 **Modification; Waiver**

- (a) No amendment of this agreement will be effective unless it is in writing, approved by the governing body of each party, and signed by an authorized officer of the party.
- (b) Each party hereby consents to the filing by the Authority of an amendment under section 11.7(a) approved by each party to the amendment on behalf of each party to the amendment.
- (c) No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

11.8 **Notice**

- (a) A notice or other communication under this agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; or
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section 11.8 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this section 11.8; and
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (b) For a notice under this agreement to be valid, it must be addressed using the information below for that party or any other information stated by that party in a notice in accordance with this section 11.8:

To County:	Oakland County 2100 Pontiac Lake Rd Waterford, MI 48328-2762
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To Bloomfield Township	Charter Township of Bloomfield 4200 Telegraph Rd Bloomfield Township, MI 48302-2038
To White Lake Township	White Lake Police Department 7525 Highland Rd White Lake, MI 48383-2938
To a Participant:	To the address provided by the Participant in the Participation Agreement for that Participant.

- (c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

11.9 Severability

The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows:

- (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (2) if an unenforceable provision is modified or disregarded in accordance with this section 11.9, by holding that the rest of the contract will remain in effect as written;
- (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire contract unenforceable.

11.10 Electronic Signatures

- (a) If a Participation Agreement is an Electronically Signed Document, all of the following apply:
- (1) the Authority states that the intention of the individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

- (2) each Participant states that the intention of the individual signing on behalf of the Participant on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and
 - (4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.
- (b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this agreement or a Participation Agreement for a Participant. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this agreement or a Participation Agreement for a Participant.
- (c) For purposes of this section 11.10, the following definitions apply:
 - (1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.
 - (2) **"Electronically Signed Document"** means any document received by a party in connection with this agreement or a Participation Agreement for a Participant, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

11.11 **Counterparts**

If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

11.12 **Governing Law**

Michigan law governs any adversarial Proceeding arising out of this agreement.

11.13 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial Proceeding to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring the Proceeding in the Southern Division of the

United States District Court for the Eastern District of Michigan, the 6th Circuit Court of the State of Michigan, or the 50th District Court of the State of Michigan.

11.14 Scope of Agreement; Entire Agreement

This agreement (including for each Participant the Participation Agreement for that Participant) is the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether oral or written, between the parties.

11.15 Date of Agreement

The date of this agreement will be the date this agreement is signed by the last of the Initial Participants to sign it (as indicated by the date associated with each Initial Participant's signature). If an Initial Participant signs this agreement but fails to date its signature, the date the County receives that Initial Participant's signature will be deemed to be the date that Initial Participant signed this agreement.

Each Initial Participant is signing this agreement on the date stated opposite the Initial Participant's signature.

[signature pages follow]

In Process

OAKLAND COUNTY

Date: 10/8/25, 2025

By: 
David T. Woodward
Chairperson of the County Board of
Commissioners

Date: 10/7/25, 2025

By: 
David Coulter
County Executive

*CLEMIS INTERLOCAL AGREEMENT
CLEMIS AUTHORITY*

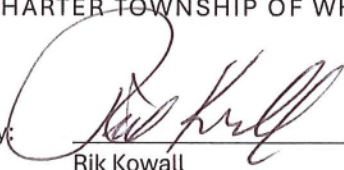
CHARTER TOWNSHIP OF BLOOMFIELD

Date: SEPTEMBER 9, 2025

By: 
Mike McCready
Township Supervisor

CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By: 

Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

EXHIBIT A
FORM FOR PARTICIPATION IN COURTS AND LAW ENFORCEMENT MANAGEMENT
INFORMATION SYSTEM (CLEMIS) INTERLOCAL AGREEMENT



PARTICIPATION AGREEMENT
Courts and Law Enforcement Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the interlocal agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at <https://www.clemis.org/forms/>). A reference copy of the CLEMIS Interlocal Agreement must be attached. This agreement also includes the contents of this cover page. Capitalized terms used but not defined in this agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT

Full Legal Name:

Notice Address:

(choose Delivery Address
or both Delivery Address
and Email)

☐ Delivery Address:

☐ Email: ezinser@cityofnovi.org

ATTACHMENTS *(attach)*

The following attachments are included with this agreement.

Authorizing Resolution

☐ An authorizing resolution in substantially the form as provided in exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached.

CLEMIS Main Services Agreement

☐ An executed copy of the Cover Page for the CLEMIS MSA between the Participant and the CLEMIS Authority is attached.

SIGNATURES

Each party is signing this participation agreement on the date stated below that party's signature. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:

Novi Police Department

By: _____

Name: Erick W. Zinser_____

Title: Director of Public Safety/Chief of Police_

Date: _____

Authority:

COURTS AND LAW ENFORCEMENT
MANAGEMENT INFORMATION SYSTEM (CLEMIS)
AUTHORITY

By: _____

Name: _____
Executive Director

Date: _____

EXHIBIT B
FORM FOR RESOLUTION FOR GOVERNING BODY OF PARTICIPANT

[NAME OF PARTICIPANT]
[Name of Governing Body of Participant]

RESOLUTION
Participation in CLEMIS Authority Interlocal Agreement

[Name of Participant] (the "Public Agency"), is a "public agency" as that term is defined under section 2(e) of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.502(e).

Under section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 ("Act 7"), a public agency may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately.

The Public Agency possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems.

The Public Agency wants to exercise powers, privileges, and authorities jointly with Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies under an interlocal agreement creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "CLEMIS Interlocal Agreement") and become a participating public agency under and party to the CLEMIS Interlocal Agreement.

The Public Agency also wants to use the services of the CLEMIS System operated by the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "Authority") by entering into a services agreement with the Authority.

The [name of governing body] of the Public Agency therefore resolves as follows:

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the Public Agency is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;
- that the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the "CLEMIS MSA") between the Public Agency and the Authority;
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and execute the participation agreement for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the Public Agency; and
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the Public Agency with the clerk of each county in which the Public Agency is located.

Certification

I, [Public Agency governing body clerk/secretary name], [secretary/clerk] of the [governing body of Public Agency] (the "Board") of the [Public Agency Name] (the "Public Agency"), hereby certify all of the following:

- (1) that this resolution of the Board was adopted at a meeting of the Board held on [date];
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____

By: _____

Name: _____
[Secretary/Clerk]



September 18, 2025

RESOLUTION #2025-5723 _ 25-32

Sponsored By: Gwen Markham

Executive's Office - Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority

Chair and Members of the Board:

WHEREAS the Courts & Law Enforcement Management Information System (CLEMIS) is a multifaceted, regional public safety information system, which provides mission critical technology and vital information to governmental entities at an affordable cost and is operated, maintained, and subsidized by the Oakland County Department of Information Technology; and

WHEREAS CLEMIS was created in approximately 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely/real time manner; and

WHEREAS CLEMIS is used by approximately 250 governmental entities across ten counties in Michigan; and

WHEREAS the State of Michigan encourages governmental entities to share services with each other for efficiency and cost savings; and

WHEREAS CLEMIS must be modernized to become an independent, self-sustaining operation that continues to provide affordable and accessible solutions to governmental entities; and

WHEREAS to accomplish these objectives a separate legal entity must be formed pursuant to State law; and

WHEREAS pursuant to the Urban Cooperation Act, Public Act 7 of 1967, MCL 124.501, et seq., and the Interlocal Agreement, attached as Schedule A, Bloomfield Township, Oakland County, and White Lake Township will form a separate legal entity; and

WHEREAS the County Executive recommends that the Oakland County Board of Commissioners approve and execute the attached Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the attached Interlocal Agreement and directs its Chairperson and requests the County Executive to each execute the attached Interlocal Agreement on behalf of Oakland County and file the executed Interlocal Agreement with the Oakland County Clerk and the Oakland County Clerk shall file the Agreement with the Office of the Great Seal of the Michigan Secretary of State.

BE IT FURTHER RESOLVED that the Oakland County employees identified in the attached Schedule B, shall be assigned/detailed to the new separate legal entity and retain full benefits and rights as an Oakland County employee, as long as they remain an Oakland County employee; the full cost of such assignment/detail of personnel to be reimbursed to Oakland County.

BE IT FURTHER RESOLVED that the Oakland County employees identified in attached Schedule C

will be transferred to the divisions set forth therein.

BE IT FURTHER RESOLVED that those Oakland County positions assigned/detailed to the new separate legal entity, identified in Schedule B, shall be deleted if the position becomes vacant.

BE IT FURTHER RESOLVED that Oakland County shall account for the new separate legal entity and any financial transfers to the new separate legal entity in a manner consistent with the accounting and financial reporting standards for state and local governments established by the Government Accounting Standards Board.

BE IT FURTHER RESOLVED that ten million dollars (\$10,000,000.00) be transferred from the Strategic Investment Plan Fund Balance (383554) to the new separate legal entity, and the transfer shall be executed pursuant to the attached Interlocal Agreement as approved by this resolution.

Chair, the following Commissioners are sponsoring the foregoing Resolution: **Gwen Markham**.



David Woodward, Commissioner

Date: September 18, 2025



David Coulter, Oakland County Executive

Date: September 19, 2025



Lisa Brown, County Clerk / Register of Deeds

Date: September 30, 2025

COMMITTEE TRACKING

2025-09-10 Finance - Recommend to Board

2025-09-18 Full Board - Adopt

Motioned by Commissioner Gwen Markham seconded by Commissioner Robert Hoffman to adopt the attached Resolution: Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority.

Yes: Ann Erickson Gault, Michael Gingell, Marcia Gershenson, Robert Hoffman, Brendan Johnson, Christine Long, Penny Luebs, Gwen Markham, William Miller III, Angela Powell, Robert Smiley, Yolanda Smith Charles, Michael Spisz, Linnie Taylor, Philip Weipert, David Woodward (16)

No: Charles Cavell, Kristen Nelson (2)

Abstain: None (0)

Absent: Karen Joliat (1)

Passed

ATTACHMENTS

1. CLEMIS Authority Position Schedule B and C

2. Resolution 25-014 CLEMIS Interlocal Agreement
 3. CLEMIS Participation Agreement
 4. 4897-1642-7050.10 - CLEMIS Authority Interlocal Agreement
-

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on September 18, 2025, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, September 18, 2025.



Lisa Brown, Oakland County Clerk / Register of Deeds

In Process

Charter Township of Bloomfield
Board of Trustees

September 8, 2025
Page 1

PRESENT:

Supervisor Mike McCreedy	Trustee Mark Antakli
Clerk Martin Brook	Trustee Neal Barnett
Treasurer Michael Schostak	Trustee Christopher Kolinski
	Trustee Valerie Murray

ABSENT:

ITEM 3. Consider Approval of the CLEMIS Authority Formation Interlocal Agreement

Police Chief James Gallagher presented on the proposed formation of the CLEMIS Authority. Chief Gallagher was accompanied by Bo Chang, Interim Director of CLEMIS.

CLEMIS (Courts and Law Enforcement Management Information System) was originally established in 1968 by Oakland County in collaboration with several local police departments. Bloomfield Township is one of the founding members. CLEMIS serves as a data-sharing platform among law enforcement agencies to support crime-solving efforts and public safety services. The system, however, has not been modernized since its creation.

The agreement was reviewed by our Township attorney. Chief Gallagher requested that Bloomfield Township continue its leadership role in CLEMIS and approve the Interlocal Agreement to move forward in creating the CLEMIS Authority.

MOTION by Barnett and SUPPORT by Murray to APPROVE the CLEMIS Authority Formation Interlocal Agreement with an Amendment to Mail all Notices Pursuant to the Agreement to the Township Police Department and Township Supervisor ([Exhibit 1](#)).

A voice vote was called.

MOTION DECLARED ADOPTED 7-0.

I, MARTIN C. BROOK, TOWNSHIP CLERK of the Charter Township of Bloomfield, County of Oakland, Michigan, do hereby certify the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 8th day of September 2025.



**MARTIN C. BROOK
BLOOMFIELD TOWNSHIP CLERK**

**CHARTER TOWNSHIP OF WHITE LAKE
OAKLAND COUNTY, MICHIGAN**

RESOLUTION #25-014

APPROVE OAKLAND COUNTY CLEMIS INTERLOCAL AGREEMENT

At the regular meeting of the Township Board of the Charter Township of White Lake, County of Oakland, Michigan, held in Township Annex Hall, 7527 Highland Road, in accordance with the Open Meetings Act, Public Act 267 of 1976 as amended, on the 19th day of August, 2025, at 6:30 p.m., with those present and absent being:

Present: Rik Kowall, Anthony L. Noble, Mike Roman, Scott Ruggles,
Andrea C. Voorheis, and Liz Smith.

Absent: Steve Anderson.

The following preamble and resolution were offered by Clerk Noble and seconded by Supervisor Kowall.

WHEREAS, the Township Board has considered the Oakland County CLEMIS Interlocal (the "Agreement"), attached as Exhibit A.

WHEREAS, the Township has the authority to enter into Interlocal agreements under the Urban Cooperation act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512. The Township may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately. The Township possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems ("CLEMIS").

WHEREAS, the Township wants to exercise powers, privileges, and authorities jointly with Oakland County and the Charter Township of Bloomfield under the Agreement creating the CLEMIS Authority as an Initial Participant. The Agreement parties will be expanded at a later date to include other Participants who agree to the terms of the Agreement;

WHEREAS, the Authority will be a separate legal entity that will have the authority to enter into contracts, hire employees, accept grants, borrow money and exercise other authority outlined in the Agreement. The Authority is not authorized to levy a tax.

WHEREAS, the Agreement transfers the functions of the CLEMIS System from Oakland County to the CLEMIS Authority, with the Township designated as an Authority Board member.

WHEREAS, the day to day responsibilities of the CLEMIS System will be overseen by an Executive Board and an Executive Director. The Executive Committee will be comprised of 9 members from the Authority Board who are appointed by the County Executive. The Executive

Committee is required to establish fees and other charges sufficient to pay for the expenses of the CLEMIS System and Authority among other responsibilities outlined in the Agreement;

WHEREAS, as part of the transfer of the assets and liabilities of CLEMIS from the County, the Authority shall receive \$250,000 from the County for the initial startup costs of the Authority and the County will transfer \$9,750,000.00 to the Authority on February 1, 2026, as well as the CLEMIS System. The County will also transfer certain employees, which will be outlined in a Transfer Agreement;

WHEREAS, the County shall provide the Authority with the use of County facilities, property, and the County telecommunications and network, needed to operate the CLEMIS system through September 30, 2027. The Authority may enter into agreements with the County for use of County property and facilities and network after September 20, 2027;

WHEREAS, the Agreement will not be effective until it is approved by both White Lake and Bloomfield Townships, the County Board of Commissioners, is signed by the Township Supervisors and the County Executive and is filed with the County and the Secretary of State.

WHEREAS, the Agreement is for an initial term of 15 years, which may be extended in 5 year increments. The Township may withdraw from the Authority upon providing 6 months advance notice. The County may withdraw from the Agreement upon providing 18 months advance notice. If the County withdraws from the Agreement, the Agreement terminates.

WHEREAS, the Township Board has determined that it will benefit the Township to enter into the Agreement.

NOW, THEREFORE, the Township Board of the Charter Township of White Lake, Oakland County resolves as follows:

1. The Township Board resolves to approve the Agreement, attached as Exhibit A to this Resolution, in substantially the same form as presented.
2. The Township Board authorizes the Township Supervisor to execute the Agreement on behalf of the Township.

A vote on the foregoing resolution was taken and was as follows:

AYES:	6
NAYS:	0
ABSENT:	1

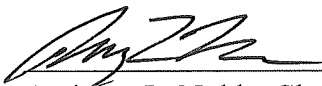
RESOLUTION DECLARED ADOPTED BY VOICE VOTE.

CLERKS CERTIFICATION

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

I, Anthony L. Noble, duly qualified Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Township Board held on the 19^h day of August 2025, the original of which resolution is on file in my office

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 22nd day of September, 2025.

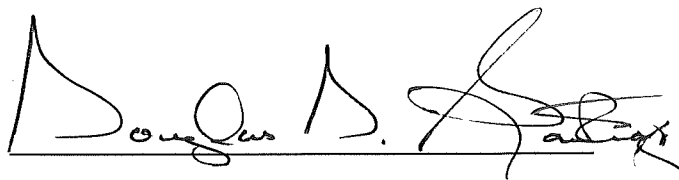


Anthony L. Noble, Clerk MiPMC
Charter Township of White Lake

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

The foregoing Certified Record was acknowledged before me by Anthony L. Noble, the duly authorized Clerk of White Lake Township, Michigan, on September 22, 2025.



Douglas D. Santiago

DOUGLAS D. SANTIAGO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 18, 2028
ACTING IN COUNTY OF

Exhibit A
(Agreement Attached)