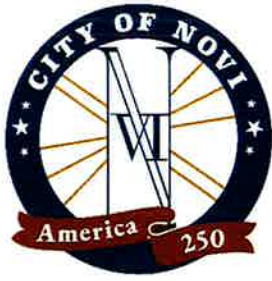


MEMORANDUM



TO: ERICK W. ZINSER
DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE

FROM: SCOTT R. BAETENS
ASSISTANT CHIEF OF POLICE

SUBJECT: CLEMIS AUTHORITY AGREEMENT

DATE: JULY 9, 2026

This memo summarizes the City Council action needed for the City of Novi to continue CLEMIS services through the newly established CLEMIS Authority and to participate in the Authority's governance structure. Based on the attached agreements, July 7, 2026, legal review, and the Police and Fire quotes, I recommend moving the item forward for City Council approval.

Purpose

CLEMIS has transitioned from an Oakland County administered service model to the Courts and Law Enforcement Management Information System (CLEMIS) Authority, an independent government authority serving public safety agencies. The transition requires new agreements with the agencies and communities CLEMIS serves. CLEMIS has stated that existing applications and support continue during the transition, but agreements must be finalized by September 30, 2026, to avoid risk of service interruption.

Agreement Package Reviewed

- Main Services Agreement (MSA): the standard operating terms for CLEMIS services, support, data, order forms, payment, auditing, confidentiality, termination, and related service requirements.
- Interlocal Agreement: the governance document creating the CLEMIS Authority as a separate legal entity, public body corporate and politic, performing governmental functions. The agreement provides for an Authority Board, Executive Committee, Finance Committee, user/advisory groups, and participant involvement.
- Police Order/Quote: Novi Police Quote Reference 20260521-144648778, effective October 1, 2026, for October 2026, through September 2027, membership term.
- Fire Order/Quote: Novi Fire Quote Reference 20260521-144801643, effective October 1, 2026, for October 2026, through September 2027, membership term.
- Legal review: Rosati Schultz Joppich & Amtsbuechler PC letter dated July 7, 2026, stating that there are no legal concerns with the agreements, while identifying procedural items for implementation.

Operational Need

CLEMIS remains a core public safety technology platform for data sharing and public safety operations. The Police quote includes CAD, RMS, crash reporting, citations, impounds, electronic activity logs, evidence and property, search, Talon/LEIN, mobile data connectivity, Dataworks livescan/mugshot services, applicant livescan, and LEADS Online. The Fire quote provides Novi Fire membership access for one main membership and three in county stations. Approval maintains continuity for these public safety functions under the Authority's new legal structure.

Financial Impact

The combined quoted annual FY27 cost is \$71,589.00, with \$0.00 due now. Payment begins October 1, 2026, for October 2026, through September 2027, membership term. The quotes expire July 31, 2026.

Department / Item	Qty	Unit Price	Annual Cost	Source
CLEMIS Membership Tier 1 16+ FTEs [FY27]	67	\$269.00	\$18,023.00	Police Quote
MDC Agency Wireless [FY27]	5	\$645.00	\$3,225.00	Police Quote
MDC Wireless with Card [FY27]	23	\$1,149.00	\$26,427.00	Police Quote
Dataworks Criminal Livescan-Mugshot 10+Palm (Existing) [FY27]	1	\$6,900.00	\$6,900.00	Police Quote
Dataworks Applicant Livescan 10 Print Desktop [FY27]	1	\$3,700.00	\$3,700.00	Police Quote
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5)	1	\$819.00	\$819.00	Police Quote
LEADS Online Subscription (50-74 FTEs) [FY27]	1	\$5,800.00	\$5,800.00	Police Quote
Police Subtotal			\$64,894.00	
Fire Membership - In County Stations [FY27]	3	\$457.00	\$1,371.00	Fire Quote
Fire Membership - In County Main [FY27]	1	\$5,324.00	\$5,324.00	Fire Quote
Fire Subtotal			\$6,695.00	
Combined Annual FY26/27 Total			\$71,589.00	Police + Fire

Recommendation

I recommend approval. The action is administrative in nature, preserves existing CLEMIS services for Police and Fire, provides Novi a formal governance path within the CLEMIS Authority, and establishes a documented annual cost for the first Authority membership term.

JOELLEN SHORTLEY
jshortley@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 7, 2026

Erick Zinser, Director of Public Safety
Public Body of Novi
45175 Ten Mile Road
Novi, MI 48375

Re: CLEMIS Interlocal Agreement ("Agreement")

Dear Chief Zinser:

You asked us to review the Participation Agreement with the Courts and Law Enforcement Management Information Systems ("CLEMIS") Authority, which includes a Main Services Agreement and the CLEMIS Interlocal Agreement. We do not have any legal concerns with the Agreements. We noted procedural issues to be aware of below in sections 5 and 6. This letter provides an overview of key provisions in the Agreements.

Background

As you are aware, for many years CLEMIS operated as a group of law enforcement agencies collaborating with Oakland County to share data and information technology services. In approximately 2018, Oakland County formalized the services provided by its IT Department by requiring an Interlocal Agreement with municipalities for each of those services, including CLEMIS. The CLEMIS Authority was created to enable the County to transfer to a separate legal entity most of the operations and services the County IT Department provided to CLEMIS agencies.

Main Services Agreement ("MSA")

The Main Services Agreement ("MSA") will allow each participating Public Body to receive professional services from the CLEMIS Authority. These services include system setup, configuration, training, data migration and other professional services described on individual Order Forms.

1. Service/Data:

- a. The MSA authorizes the Public Body to upload data, which includes public safety data into the CLEMIS Service. Doing so authorizes the sharing of this data with other public agencies that use the Service and the right to permit users within the Public Body to access the Service.
- b. Users must be employees or contractors of the Public Body.
- c. Services provided will be identified on individual Order Forms. The Order Form will include the terms of a "Data Processing Addendum", which also must be followed.

- d. The Public Body is the owner of its data. If the Authority receives a FOIA request for Public Body data, it will provide notice to the requesting person indicating that they must submit their request to the Public Body.
 - e. The Public Body is required to adopt an Enhanced Access policy under the Enhanced Access to Public Records Act, 1996 PA 462, MCL 15. 441 et. seq, ("EAPRA") to allow the Authority to make the Public Body's Data available for inspection, purchase or copying pursuant to EARPA.
 - f. The Service is provided by the Authority "As Is" without warranties.
 - g. This Public Body is required to comply with the Authority's Acceptable Use Policy and related documentation.
- 2. **Auditing:** If requested by the Authority, the Public Body is required to provide a signed certification that the Service is being used in accordance with the terms of the MSA, the locations where the Service is accessed, the number of users, and any other reasonable information requested. The MSA authorizes the Authority to audit the Public Body's use of the Services.
- 3. **Third-Party Products:** The Authority may facilitate the purchase of third-party products by the Public Body. If the Public Body chooses to purchase these products it will need to enter into an agreement with the provider.
- 4. **Payment:**
 - a. **Authorized Representatives:** The Public Body must provide the Authority with a list of authorized individuals who can execute Order Forms with the Authority to receive services. Since the Order Forms are likely to contain legal requirements, we recommend having these Forms reviewed by your attorney.
 - b. **Fees:** The Authority will maintain a fee schedule on its website. Authority fees may change after providing at least 120 days' notice of the change.
 - c. **Payments:** Payments will be due 60 days from the date of the invoice and are subject to an interest charge if paid late.
 - d. **Lack of Appropriation:** A Public Body may terminate an Order Form if sufficient funds are not appropriated by the Public Body during the budget process.
- 5. **Term, Termination:** The MSA has a 12 month term, however, it renews for successive periods unless the Public Body and Authority agree to a different renewal term on an Order Form. The MSA may be terminated by either party by providing notice of non-renewal at least 30 days prior to the end of the current term. An Order Form for a Service may be terminated in whole or in part as well as the MSA, for a material breach. Upon termination of the MSA, the Authority will provide the Public Body with its Data in an electronic format. Our concern is having an Order Form establish a different term for the Agreement. It would be preferable not to change the term of the Agreement via an Order Form.
- 6. **Confidentiality:** The Authority and Public Body may exchange confidential information. The Public Body may disclose confidential information to the extent provided by law, including pursuant to a Freedom of Information Act request. **In the event of a FOIA request or other legal request for information, the party disclosing confidential**

information is required to notify the other party prior to the release of the records. Our concern is the notification requirement. You will need to advise your FOIA coordinator to provide notice to CLEMIS if you receive a FOIA request relating to CLEMIS confidential information. We recommend having us review FOIA or other legal requests for information about CLEMIS services and performance.

- 7. Limitation of Liability:** The Authority's liability is capped at the amount paid by the Public Body to the Authority in the 12 months preceding the incident
- 8. Points of Contact:** The Public Body is required to designate a primary and secondary contact on its Order Form.

Interlocal Agreement

Creation of CLEMIS Authority Article 3

The CLEMIS Authority is created as a separate legal entity for the purpose of exercising the powers and privileges, set forth under the Agreement and applicable law. The Authority is a public body corporate and politic, which will perform governmental functions and will be tax exempt.

The Initial Participants approved the Interlocal Agreement on October 8, 2025. After January 31, 2026, new members of the Authority must approve of the CLEMIS Interlocal Agreement if they wish to participate in the governance of the Authority. The Authority may enter into Agreements with members who are not Participants in the Authority if they approve the MSA. Participants are defined in the Agreement as a party to the Agreement other than the Initial Participants.

Authority Board Article 4

The Authority Board includes all of the following members who will serve 4 year terms:

- (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 who is an employee or officer of the County. (The Initial Participants waived this requirement to allow the County Executive to appoint a former County official to the Board); and
- (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.

Note: There are no qualifications listed for the 15 members appointed by the County Executive in subsection 7. They can be selected from law enforcement, fire departments, elected officials of Participants or the general public.

Authority Board Powers Section 4.2

The Authority Board reviews 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.

Authority Board Meetings and Quorum Section 4.3 and 4.4

The Authority Board is required to meet once a year. A majority of the members of the Authority Board in office constitute a quorum for Authority Board business.

Executive Committee Section 4.5

The Executive Committee of the Authority Board consists of the following nine members of the Authority Board:

- (1) The member of the Authority Board, who is an employee or officer of the County appointed by the County Executive. (The Initial Participants waived this requirement to allow a former County officer to be appointed.)
- (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.

The initial terms of office will be staggered for four one year terms, after that the terms will be for 4 years. The County Executive will fill vacancies in membership on the Executive Committee.

Executive Committee Powers, Section 4.6

Except for the powers given to the Authority Board under 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 the 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. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.

Executive Committee Meetings Section 4.7

The person selected by the County Executive as the County employee/official of the Authority Board, shall serve as the Chairperson of the Executive Committee. The Executive Committee shall meet no less than quarterly.

Additional Powers of the Executive Committee Sections 4.9-4.11

The Executive Committee may adopt bylaws (Section 4.9), must establish a finance committee that meets at least once a year to advise the Executive Committee on fees and charges to sustain the expenses of CLEMIS (Section 4.10) and may establish other advisory committees to the Executive Committee from members of the Advisory Board. The Executive Committee may establish other advisory groups, from parties to the Agreement who are not members of the Advisory Board including a user advisory group (Section 4.11).

Executive Director Section 4.12

The Executive Committee is required to appoint an Executive Director, who will be the chief executive officer of the Authority and shall serve at the pleasure of the Executive Committee. 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 Committee will determine the compensation the Executive Director will receive. The Executive Director's employment, including length of service, must be specified in a written contract between the Executive Director and the Authority.

Fiduciary Duty Section 4.13

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.

Compensation Section 4.14

Members of the Authority Board and Executive Committee shall receive no compensation but may be reimbursed for travel and meals relating to their service.

Ethics and Conflicts of Interest Section 4.15

The Executive Committee is required to 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 state law. 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.

Fees and Charges Section 4.16

The Executive Committee is required to 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.

Powers of Authority Article 5

The powers of the Authority include entering into contracts, employing employees, accepting grants, borrowing money and issuing bonds. The Authority may indemnify the members of the Authority Board and Executive Committee. The Authority may not levy a tax.

Contributions from County, Article 6

Startup Advance Section 6.1

The Agreement required the County to transfer to the Authority \$250,000.00 for the initial startup costs of the Authority.

Transfer of CLEMIS System Assets to Authority

Effective February 1, 2026 (the "**Transfer Date**"), the County was required to transfer to the Authority all of the assets, liabilities, contracts and property owned by the County, which the County is not retaining, relating to the CLEMIS System, as was to be described in a Transfer Agreement between the County and the Authority entered into before the Transfer Date (the "**Transfer Agreement**"). The transfer included computer programs and operating systems, databases, etc. relating to the CLEMIS System.

Other Assets Section 6.3

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

Liabilities and Contingencies Section 6.4

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

County Property and Facilities Section 6.5

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.

County Telecommunications and Network Equipment and Services Section 6.6

Through September 30, 2027, the County shall provide the Authority with the use of the County telecommunications and network equipment and services. The Authority may enter into Agreements with the County for the use of County telecommunications and network equipment effective after September 30, 2027.

Nonparty Consents Section 6.9

The County will use reasonable efforts to retain the consent of parties required under agreements with the County to approve the transfer of assets to the Authority. As you are likely aware, the County has agreements with many technology companies that provide different IT services that will need to be transferred to the Authority.

Employees Article 7

Transfer of County Employees Section 7.2

The County transfers to the Authority certain County employees who will become employees of the Authority.

Records and Finances Article 8

The Authority shall comply with FOIA (Section 8.2) and may establish an audit committee to oversee the accounting and financial reporting processes of the Authority. (Section 8.7)

Admission of Participants Article 9

Admission Procedure Section 9.1

A Public Agency may become a Participant by submitting to the Authority a participation Agreement signed by the Public Agency.

A Participation Form must be accompanied by a resolution of the governing body of the Public Agency in substantially the form provided as Exhibit B (the "**Authorizing Resolution**").

A Participation Form also must be accompanied by a CLEMIS MSA signed by the Public Agency.

The Executive Director of the Authority 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.

Term, Duration, Withdrawal and Termination Article 10

Term Section 10.2

This Agreement is effective beginning on the Effective Date and continues for an initial term of 15 years (the "**Initial Term**").

After the Initial Term, the Agreement is extended in five-year increments unless not extended by joint action of the parties.

The term of the 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.

Withdrawal by County Section 10.3

The County may withdraw as a party to the Agreement upon 18 months' notice of its withdrawal to the Authority.

Withdrawal by Others

The withdrawal of an Initial Participant or Participant will not terminate the Agreement if the County and at least one additional Initial Participant or Participant remains a party to the Agreement. Initial Participants and Participants may withdraw from the Agreement upon providing 6 months advance notice to the Authority.

Article 11 Additional Provisions

Relationship and Responsibilities of Parties Section 11.2

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.

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.

Except as otherwise provided in the Agreement, for any dispute arising out of this Agreement, each party shall seek its own legal representation and bear the costs of that representation.

No party is legally authorized to indemnify any other party or the Authority. The Authority is not legally authorized to indemnify any party.

CLEMIS Authority Agreements
Letter to Chief Zinser
July 7, 2026
Page **9** of **9**

No Waiver of Governmental Immunity Section 11.5

The Agreement states that it is not intended to be a waiver of governmental immunity by any of the parties.

Please let us know if you have any questions about the MSA or Interlocal Agreement.

Sincerely,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley
Joellen Shortley

cc: John Martin, Fire Chief
Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Thomas Schultz, City Attorney

CLEMIS Authority

Quote: Novi Police

Novi Police

45125 W 10 Mile Rd
Novi, MI 48375

Reference: 20260521-144648778

Department/Organization: Novi Police

Public Agency: City of Novi

Erick Zinser

ezinser@cityofnovi.org

Effective Date: October 1, 2026

Quote created: May 21, 2026

Quote expires: July 31, 2026

Quote created by: Lisa Werner

CLEMIS Authority Support

wernerl@clemisauthority.org

+19478136903

This CLEMIS Order Form ("Order Form") is entered into by the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic (the "Authority"), and the public agency listed above ("Public Agency").

Comments from the CLEMIS Authority:

Please review your Products & Services listed below along with the Terms of this quote and confirm that they are complete and accurate.

This quote is provided for your review while your community's agreement is being approved.

- The Order form with signature lines will be sent to you once that agreement is in place.
- Your membership term begins October 1, 2026, and payment will be due at that time for the period October 2026 through September 2027.
- If anything in this quote needs to be added, removed, or corrected, please contact us before September 1, 2026 so we can get your Order corrected before it is sent for signature.
- You can reach us at membership@clemisauthority.org or (947) 813-6903.

Products & Services

Item & Description	Quantity	Unit Price	Total
CLEMIS Membership Tier 1 16+ FTEs [FY27] Provides membership for government agencies and they share their data. Pricing is per MCOLES FTE (Sworn Officer). License includes CAD, RMS, Crash, Citations, Impounds, Electronic Activity Logs, Evidence & Property, Search, and Talon/LEIN	67	\$269.00 / year	\$18,023.00 / year
Payment starts: October 1, 2026			
MDC Agency Wireless [FY27]	5	\$645.00 / year	\$3,225.00 / year
Payment starts: October 1, 2026			
MDC Wireless with Card [FY27]	23	\$1,149.00 / year	\$26,427.00 / year
Payment starts: October 1, 2026			
Dataworks Criminal Livescan-Mugshot 10+Palm (Existing) [FY27]	1	\$6,900.00 / year	\$6,900.00 / year
Payment starts: October 1, 2026			
Dataworks Applicant Livescan 10 Print Desktop [FY27]	1	\$3,700.00 / year	\$3,700.00 / year
Payment starts: October 1, 2026			
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5)	1	\$819.00 / year	\$819.00 / year
Payment starts: October 1, 2026			
LEADS Online Subscription (50-74 FTEs) [FY27]	1	\$5,800.00 / year	\$5,800.00 / year
Payment starts: October 1, 2026			
Due now			\$0.00

Future Payments Summary

Item	Payment
CLEMIS Membership Tier 1 16+ FTEs [FY27]	\$18,023.00 / year starting on October 1, 2026
MDC Agency Wireless [FY27]	\$3,225.00 / year starting on October 1, 2026

Item	Payment
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LEADS Online Subscription (50-74 FTEs) [FY27]	\$5,800.00 / year starting on October 1, 2026

Terms and Conditions

The terms and conditions governing this Order Form, including payment terms, are set forth in the Main Services Agreement (the "MSA"). A copy of the MSA is available at www.clemisauthority.org/membership. Capitalized terms not defined in this Order Form have the meaning given them in the MSA.

1. Subscription

1.1 Public Agency Departments. Public Agency is subscribing for the Service to be provided to the departments of Public Agency listed above.

1.2 Subscription Term. The subscription term for the products below commences on the Order Form Effective Date above and will remain in effect through September 30 of the same fiscal year (October 1 through September 30). The subscription term will automatically renew for consecutive one-year terms, unless terminated by either party providing written notice at least 30 days prior to expiration of the then-current term.

2. Products, Services, and Fees

2.1 Product Subscription. Public Agency is subscribing to the products listed in this Order Form, which products will constitute the "Service" (as defined in the MSA) to be provided to Public Agency. Public Agency may purchase additional products to be included as part of the Service through the execution of additional Order Forms.

2.2 Professional Services. Public Agency is purchasing the services listed in this Order Form, which services will constitute "Professional Services" (as defined in the MSA) to be provided to Public Agency.

3. Signature Authority. The individual signing on behalf of Public Agency represents that they are duly authorized to sign this Order Form on behalf of Public Agency and contractually bind Public Agency to its terms.

Questions? Contact me



Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

CLEMIS Authority
51111 Woodward Avenue, Suite 723
Pontiac, MI 48342
United States

In Process

CLEMIS Authority

Quote: Novi Fire

Novi Fire

42975 Grand River Ave
Novi, MI 49375

Reference: 20260521-144801643

Department/Organization: Novi Fire

Public Agency: City of Novi

John Martin

jmartin@cityofnovi.org

Effective Date: October 1, 2026

Quote created: May 21, 2026

Quote expires: July 31, 2026

Quote created by: Lisa Werner

CLEMIS Authority Support

wernerl@clemisauthority.org

+19478136903

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Products & Services

Item & Description	Quantity	Unit Price	Total
Fire Membership - In County Stations [FY27]	3	\$457.00 / year	\$1,371.00 / year
Payment starts: October 1, 2026			
Fire Membership - In County Main [FY27]	1	\$5,324.00 / year	\$5,324.00 / year
Payment starts: October 1, 2026			
Due now			\$0.00

Future Payments Summary

Item	Payment
Fire Membership - In County Stations [FY27]	\$1,371.00 / year starting on October 1, 2026
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Terms and Conditions

In Process

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Questions? Contact me



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CLEMIS Authority Support
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CLEMIS Authority
51111 Woodward Avenue, Suite 723
Pontiac, MI 48342
United States

In Process