

**AGREEMENT FOR CENTRAL SUPPORT SERVICES BETWEEN
OAKLAND COUNTY AND
WHITE LAKE TOWNSHIP POLICE DEPARTMENT**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the White Lake Township Police department ("Public Body") 7525 Highland Road, White Lake, MI 48383. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County providing Central Support Services for Public Body.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

- 1.6. **Public Body** means the White Lake Township Police Department which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain Central Support Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the Central Support Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **Central Support Services** means the following individual Central Support Services provided by County's Department of Central Services, Support Services Division, if applicable:
- 1.9.1. **Mail Services** mean mail processing, including, but not limited to, mail piece automation, mail folding, inserting, copying, punching, padding, stapling, providing postage, and other similar services.
- 1.9.2. **Vehicle Services** mean installing and configuring specialized equipment for motor vehicles and/or repairing, servicing, and maintaining motor vehicles, including specialized equipment that has been installed in the motor vehicle.
- 1.10. **Exhibits** mean the following descriptions of Central Support Services which are governed by this Agreement only if they are attached to this Agreement and selected (checked) below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Mail Services
- Exhibit II: Vehicle Services

2. COUNTY RESPONSIBILITIES.

- 2.1. County, through its Department of Central Services, Support Services Division, will provide the Central Support Services selected above which are attached and incorporated into this Agreement. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 2.2. County may access, use, and disclose transaction information and any content to comply with the law such as a subpoena, court order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than when it is required by law.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Public Body shall comply with all terms and conditions in this Agreement, including each selected Exhibit.
- 3.2. For each Central Support Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.2.1. Direct coordination and interaction with County staff.
 - 3.2.2. Communication with the general public when appropriate.
- 3.3. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.4. Third-party product or service providers may require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service or usage, in order to provide Central Support Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body must follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT.

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

5. PAYMENTS.

- 5.1. Central Support Services shall be provided to Public Body at the rates and for the charges specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's records, data, or information that is stored by County relating to Central Support Services that Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. County may waive this requirement in its sole discretion.

- 5.3. County shall provide Public Body with an invoice/explanation of County's costs for Central Support Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 5.7. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Central Support Services identified herein, shall not relieve Public Body of any payment obligation for any Central Support Services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

6. ASSURANCES.

- 6.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

- 6.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the Central Support Services and/or for noncompliance with this Agreement by Public Body Employees.
- 6.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

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

8. DISCLAIMER OF WARRANTIES.

- 8.1. THE CENTRAL SUPPORT SERVICES, INCLUDING ANY GOODS, PARTS, SUPPLIES, EQUIPMENT, OR OTHER ITEMS THAT ARE PROVIDED TO PUBLIC BODY AS PART OF THE CENTRAL SUPPORT SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS."
- 8.2. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
- 8.3. COUNTY MAKES NO WARRANTY THAT: (I) THE CENTRAL SUPPORT SERVICES WILL MEET PUBLIC BODY'S REQUIREMENTS; OR (II) THE CENTRAL SUPPORT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

9. **LIMITATION OF LIABILITY.**

9.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COUNTY UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY PUBLIC BODY TO COUNTY WITH RESPECT TO THE PARTICULAR CENTRAL SUPPORT SERVICE GIVING RISE TO SUCH LIABILITY.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Manager of Support Services and Public Body's Agreement Administrator for possible resolution. County's Manager of Support Services and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. Either Party may terminate or cancel this entire Agreement or any one of the Central Support Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibition.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Manager of Support Services.

12. **SUSPENSION OF SERVICES.** County, through its Manager of Support Services, may immediately suspend Central Support Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Central Support Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Central Support Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Central Support Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its

own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.

15. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
16. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
17. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
18. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.
19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES**. Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 21.1. If Notice is sent to County, it shall be addressed and sent to: Manager of the Support Services Division, Oakland County Department of Central Services, 1200 N. Telegraph Road, Bldg. 16 East, Pontiac, MI 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

- 21.2. If Notice is sent to Public Body, it shall be addressed to: 7525 Highland Road, White Lake, MI 48383.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 6); Use of Confidential Information (Section 7); Disclaimer of Warranties (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 10); No Employee-Employer Relationship (Section 14); No Third-Party Beneficiaries (Section 15); No Implied Waiver (Section 16); Severability (Section 17); Precedence of Documents (Section 18); Force Majeure (Section 20); Governing Law/Consent to Jurisdiction and Venue (Section 22); Survival of Terms (Section 23); Entire Agreement (Section 24).

24. **ENTIRE AGREEMENT.**

- 24.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Central Support Services described in the attached Exhibits. With regard to those Central Support Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 24.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, _____ hereby acknowledges that he/she has been authorized by a resolution of the White Lake Police Department, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE _____

WITNESSED: _____ DATE: _____

AGREEMENT
ADMINISTRATOR: _____ DATE: _____
(IF APPLICABLE)

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

**EXHIBIT II
CENTRAL SUPPORT SERVICES AGREEMENT
VEHICLE SERVICES**

INTRODUCTION

County performs Vehicle Services (defined below), which includes installing and configuring specialized equipment for motor vehicles and repairing, servicing, and maintaining motor vehicles, including specialized equipment that has been installed in the motor vehicle. County may perform Vehicle Services for Public Body in accordance with the Agreement and this Exhibit.

1. DEFINITIONS

- 1.1. **Authorized Public Body Employee** means a Public Body Employee that Public Body has granted the authority to legally bind Public Body and authorize County to perform Vehicle Services for Public Body.
- 1.2. **County's Vehicle** means a Vehicle that is owned by County.
- 1.3. **County Vehicle Services Garage or County Garage** means the location where County will perform Vehicle Services on Public Body's Vehicles, with an address of 1200 N. Telegraph Road, Bldg. 16 East, Pontiac, MI 48341.
- 1.4. **Motor Vehicle or Vehicle** means a "Motor vehicle" as that term is defined in the Motor vehicle code, 1949 PA 300, as amended.
- 1.5. **Public Body's Vehicle** means a Vehicle that is owned by Public Body.
- 1.6. **Vehicle Services** mean installing and configuring specialized equipment for motor vehicles and/or repairing, servicing, and maintaining motor vehicles, including specialized equipment that has been installed in the motor vehicle.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. County may perform Vehicle Services on Public Body's Vehicles on a Vehicle by Vehicle basis during County's normal working hours. County reserves the right to, in its sole discretion, refuse to perform all or any portion of the Vehicle Services for Public Body. County will notify Public Body within a reasonable time, after County evaluates and inspects Public Body's Vehicle and work request, that County is refusing to do all or any portion of the Vehicles Services that Public Body requested.
- 2.2. County will provide Public Body with an invoice/explanation of the amount that Public Body owes County for the Vehicle Services based on the rates and charges provided in this Exhibit.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. Public Body shall pay County for all Vehicle Services that County performs for Public Body as stated on an invoice that County provides to Public Body.
- 3.2. Public Body shall provide County with a written list of all Public Body Employees that it authorizes and designates as an Authorized Public Body Employee. Public Body's written list of Authorized Public Body Employees shall include the full name, position title, work mailing address, work phone number, and work e-mail address, for each Authorized Public Body Employee. Public Body shall keep the written list of its Authorized Public Body Employees current and up-to-date with County.
- 3.3. Public Body understands and acknowledges that County will prioritize performing Vehicle Services to County's Vehicles over Public Body's Vehicles. However, County will make a reasonable effort to timely perform Vehicle Services to Public Body's Vehicles.
- 3.4. Public Body shall only request County to perform Vehicle Services on Vehicles that are owned by Public Body. At all times while County is performing Vehicles Services on a Public Body's Vehicle, Public Body's Vehicle must be properly registered and insured in accordance with state and federal law.
- 3.5. Public Body is not obligated to exclusively use County to perform services or repairs on Public Body's Vehicles. Public Body may have entities other than County perform services and repairs on Public Body's Vehicles.
- 3.6. At Public Body's sole cost and at County's request, Public Body shall promptly remove Public Body's Vehicle from the County Garage.

4. AUTHORIZATION TO PERFORM VEHICLE SERVICES

- 4.1. The following procedure shall be used by the Parties to authorize County to perform Vehicle Services on Public Body's Vehicle:
 - 4.1.1. If Public Body wants County to perform Vehicle Services on Public Body's Vehicle, Public Body shall describe to County the Vehicle Services that Public Body is requesting and deliver Public Body's Vehicle to the County Garage. After Public Body delivers its Vehicle to the County Garage, County will inspect and examine Public Body's Vehicle to determine if County is willing to perform the requested Vehicle Services. If County is willing to perform the requested Vehicle Services, County will create a written estimated quote ("quote") for the Vehicle Services if the estimated price for County to perform the requested Vehicle Services is \$100.00 or greater.

- 4.1.2. If the price for County to perform the requested Vehicle Services is less than \$100.00, County is not required to provide a quote to the Authorized Public Body Employee or Public Body in order to charge Public Body for the Vehicle Services.
- 4.1.3. If the estimated price for County to perform the requested Vehicle Services is \$100.00 or greater, County will send a quote to an Authorized Public Body Employee. The Authorized Public Body Employee shall promptly inform County in writing if Public Body authorizes County to perform any or all of the Vehicles Services identified in County's quote.
- 4.1.4. While performing the Vehicle Services, County may discover additional problems that were not identified in the quote. While performing the Vehicle Services, if County determines that the total price for County to perform the requested Vehicle Services will exceed the quoted total price by greater than ten percent (10%), County will not charge Public Body in excess of ten percent (10%) of the quoted total price unless the Authorized Public Body Employee authorizes, either in writing or orally, County to perform the Vehicles Services for the increased price. County is not required to obtain any authorization from Authorized Public Body Employee or Public Body to charge Public Body for the Vehicle Services if the total price will not exceed the quoted total price by greater than ten percent (10%).
- 4.1.5. If County informs the Authorized Public Body Employee that the total price for Vehicle Services will exceed the quoted total price by greater than ten percent (10%) and the Authorized Public Body Employee does not authorize County to perform any or all of the unfinished Vehicles Services for the increased price, the following shall apply:
 - 4.1.5.1. County may, in its sole discretion, cease performing any or all unfinished Vehicle Services; and
 - 4.1.5.2. Public Body shall pay County, in an amount not to exceed the quoted total price by greater than ten percent (10%), for all Vehicle Services performed by County prior to County determining that the total price for the requested Vehicle Services will exceed the quoted total price by greater than ten percent (10%); and
 - 4.1.5.3. County may, in its sole discretion, return Public Body's Vehicle to the condition that it was in at the time it was delivered to County's Garage. Public Body shall pay County for all costs to return Public Body's Vehicle to the condition that it was in at the time it was delivered to County's Garage.

5. RATES AND CHARGES

- 5.1. Subject to any change to the rates and charges for Vehicle Services as provided in this Exhibit, County will perform Vehicle Services on Public Body's Vehicles at the hourly labor rate of \$65.11 per hour. County's hourly labor rate does not include the cost or charges for parts, supplies, equipment, or accessories, including shipping, taxes, and other similar costs, ordered, used, or provided as part of the Vehicle Services.

- 5.2. County may periodically change the rates and charges for Vehicle Services. County will provide Public Body with advance written notice and the effective date of any changes to the rates and charges for Vehicle Services. Any changes to rates and charges for Vehicle Services will be effective on the date stated in the County's notice.
- 5.3. County will charge and Public Body shall pay County for the actual cost to County for all parts, supplies, equipment, and accessories, including but not limited to shipping, taxes, and other similar costs, ordered, used, or provided as part of the Vehicle Services plus twenty-five percent (25%) of the actual cost of the parts, supplies, equipment, or accessories to cover the County's administrative and/or overhead expenses for providing the parts, supplies, equipment, and accessories.

6. COMMUNICATION WITH INSURERS

- 6.1. County is not obligated to communicate with or assist Public Body's insurers or their agents, including accepting cost estimates from insurers or allowing the insurers' agents into County Garage for any reason.