

GREEN OAK CHARTER TOWNSHIP

10001 Silver Lake Road, Brighton Michigan 48116
(810) 231-1333 FAX (810) 231-5080

Regular Board Meeting, June 19, 2024, at 7:00 p.m.

1. Call to Order
2. Pledge of Allegiance to Flag
3. Roll Call of the Board
4. Approval of the Agenda
5. Call to the Public: Comment on **Agenda Related Items Only**
6. Consent Agenda
 - a) Approval of June 5, 2024, Regular Board Meeting Minutes
 - b) Approval of the submitted bills list: \$1,104,721.68
7. Department Head Reports & Request:
8. Correspondence: As needed
9. Business Items:
 - a) Automatic License Plate Reader Grant
 - b) Resolution 19-2024, Accepting Opioid Litigation Settlement Funds from Kroger and Authorizing Acceptance of Additional Opioid Related Settlements and Plans
 - c) Appointment to the Historic District Commission/Study Committee
 - d) FOIA #102-24, Appeal
10. Discussion: As needed
11. Committee Reports: As needed
12. Executive Session: To consider a written legal opinion.
13. Call to the Public
14. Adjournment

Subject: Public Comment

Date adopted:
October 7, 1997

AMENDED:
December 2, 2020

Reason:

To set a procedure for public comment which is equitable to all citizens who wish to comment at Public meetings and to form a policy that promotes orderly conduct of business by the Township Board.

Call to the Public:

1. Public Comment is limited to Call to the Public section on the agenda.
2. Call to the Public is limited to three (3) minutes per speaker, unless otherwise determined by the Township Board based on the number of persons wishing to speak.
3. Written material should be presented to the Township Board rather than read if it would exceed the 3-minute limit.
4. Comments and questions are to be addressed to the Chairperson, rather than to other individuals in the audience.

Citizen Participation during Electronic Meetings:

During Township Board meetings conducted electronically, members of the public attending the meeting, once recognized by the chair, shall identify themselves for the record and indicate whether they are a Township resident. Comments by the public will be limited in the same manner as provided for audience comment for non-electronic meetings to three minutes for each speaker unless the time is extended by the chair or by vote of the Board. Comments by the public during meetings held electronically will be limited to the Audience Comment portion of the meeting.

Public Hearing:

1. Comment is limited to three (3) minutes per speaker, unless otherwise determined by the Township Board based on the number of persons wishing to speak.
2. Written material should be presented to the Township Board rather than read if it would exceed the three (3) minute limit.
3. Comments and questions are to be addressed to the Chairperson, rather than to other individuals.

1 Green Oak Charter Township
2 Board of Trustees
3 Regular Meeting Minutes
4 June 5, 2024
5

6 The meeting was called to order at 7:00 p.m. by Supervisor St. Charles.
7

8 Clerk Sedlak completed the swearing in ceremony for Katie Anderson to the Board of
9 Trustees.
10

11 Roll Call: Katie Anderson, Trustee
12 Tracey Edry, Trustee
13 Daniel Rainko, Trustee
14 Michael Sedlak, Clerk
15 James Tuthill, Trustee
16 Tricia Wiggle-Bazzy, Treasurer
17 Mark St. Charles, Supervisor
18

19 Also Present: Deputy Police Chief Bradford
20

21 Guests: 8
22
23

24 **APPROVAL OF AGENDA**

25 Supervisor St. Charles stated he would like to remove the agenda related items only
26 under the call to the public and just have it be call to the public.
27

28 **Motion by Tuthill, second by Edry**
29 **To approve the agenda as amended.**
30

31 **Voice Vote: Ayes: Unanimous**
32 **Nays: None**
33

34 **MOTION APPROVED**
35
36

37 **PUBLIC COMMENT**
38

39 Dale French and Greg Gessert Silver Lake Improvement Corporation noted this week is
40 Good Clean water week. They were awarded a grant from Michigan State Extension
41 under their clean boats, clean water program. They provided some materials for people
42 who have boats and people who want to keep their lakes clean and the ways they can
43 help achieve that and keep invasive species under control.
44

45 Mr. Gessert noted there are over 180 aquatic invasive species, so they need to be
46 vigilant.

47
48 **APPROVAL OF CONSENT AGENDA**

- 49
50 1) Approval of the May 15, 2024 Regular Board Meeting Minutes
51 2) Approval of the submitted bills list: \$1,682,586.72

52
53 **Motion by Edry, second by Rainko**
54 **To approve the Consent Agenda as presented.**

55
56 **Voice Vote: Ayes: Unanimous**
57 **Nays: None**

58
59 **MOTION APPROVED**

60
61
62 **DEPARTMENT HEAD REPORTS**

63
64 **Deputy Chief Bradford** – Deputy Chief noted the Chief is on vacation. Reported on
65 damage to a car involved in a police situation.

66
67 **Treasurer** – Treasurer Wiggle-Bazzy reported they are working on the 2024 tax roll to
68 send out tax bills July 1st. They are still down one employee and are looking to hire
69 someone soon. They are also finishing up the leasing items as well.

70
71 **Clerk** – Clerk Sedlak reported they are continuing preparing for the election. They are
72 down two people in the elections department. Interviews will start soon. He is pleased
73 with the amount of people working the elections. He reported they all need to change
74 their emails soon from .com to .gov.

75
76 Trustee Anderson explained Northville Township is starting to make the transition as
77 well, but they are trying to hold off until after the election.

78
79 **Supervisor** – Supervisor St. Charles reported he filled the vacancy in his department.
80 The Livingston Community Water Authority is doing a crossing under US23 north of Lee
81 Road. Soil conditions is a great sand pit, the soils are loose and clean and very sandy.
82 When they started to pull the pipe through it collapsed. There were some sections of
83 the expressway that started to buckle as well. They do believe they have it under
84 control now.

85
86 They are trying to comply with the new requirements from EGLE on lead and copper
87 inventory. In any older subs they have to inventory 20% of the service leads pre-1987.
88 He noted the fee and that it will be placed on the water bill.

89
90 **CORRESPONDENCE** - None

91
92
93

94 **BUSINESS ITEMS**

95
96 **A. Police Department Request to Purchase DataPilot Software, Accessories**
97 **and Laptop**

98
99 Deputy Chief Bradford explained they are looking to obtain DataPilot which is a software
100 program owned by Susteen that allows forensic analysis of mobile and electronic devices.
101 The Police Department does not have any such program, or personnel trained to operate
102 the software, and must request other Police Department's to perform the service which is
103 time-consuming for them.

104
105 A quote from Dell was obtained, with the Government pricing, at the specs provided by
106 Susteen. Susteen is currently offering a grant, which they were approved for, that offers
107 roughly a 50% reduction in the overall cost for the first year. They obtained a second
108 quote from another mobile forensic company, Cellebrite, at a cost of \$21,718.95 per year.
109 Cellebrite is not offering a grant currently.

110
111 The Grant awarded was in the amount of \$4,845.00.

- 112 • Total software/accessories cost after grant \$3,940.00.

113 This is a budgeted item under Contracted Services 207000-804.000

- 114 • Laptop cost \$2,949.74 Department Operating Supplies 207-000-729.000.

115
116 **Motion by Sedlak, second by Wiggle-Bazzy**

117 **To approve the purchase of the CDWG Alienware laptop, DataPilot software**
118 **and accessories. Approval to accept the grant awarded by Susteen. Total**
119 **of \$6889.74.**

120
121 **Roll Call Vote: Ayes: Unanimous**
122 **Nays: None**

123
124 **MOTION APPROVED**

125
126
127 **B. Mariannahill Cemetery Abandonment**

128
129 Clerk Sedlak explained Mariannahill vacated the cemetery in 2015 and there were 11
130 priests buried. The Township was not involved, they were given the disinterment from
131 the State of Michigan. They have to vacate the cemetery through a process in the State
132 law. They can appoint a representative attorney to handle the rest of it. After tonight, it's
133 hands off for the Township.

134
135 **Motion by Sedlak, second by Anderson**

136 **To accept the petition and appoint the representative to Mariannahill to**
137 **represent the township in further hearings.**

138
139 **Voice Vote: Ayes: Unanimous**
140 **Nays: None**

141
142 **MOTION APPROVED**

143 **Motion by Tuthill second by Edry**
144 **To adopt Resolution 18-2024 to complete the vacating of the private**
145 **cemetery on the Mariannahill Misson property.**

146
147 **Voice Vote: Ayes: Unanimous**
148 **Nays: None**

149
150 **MOTION APPROVED**

151
152
153 **DISCUSSION** – Clerk Sedlak explained in the last 6 months he has lost two employees,
154 that want more of a work/life balance and the offer of 4-day work week. There has been
155 a big push to have 4-day work week. There was brief discussion with the Board in
156 support of the 4-day work week/10 hour days. It will be more beneficial for the residents
157 being open earlier and later.

158
159 There was consensus among the Board members for the personnel committee to move
160 forward with the 4-day work week beginning July 1, 2024.

161
162 Clerk Sedlak also noted for the first time in Green Oak history there are 3 women on the
163 Board.

164
165 **COMMITTEE REPORTS**

166
167 Trustee Rainko reported on the progress of the new Fire Department building.

168
169
170 **EXECUTIVE SESSION** – None

171
172
173 **CALL TO THE PUBLIC** - None

174
175
176 **ADJOURNMENT**

177
178 The Board of Trustees meeting adjourned at 8:00 p.m. due to no further business.

179 Respectfully Submitted,

180
181 Kellie Angelosanto
182 Recording Secretary

183
184
185
186
187 _____
188 Michael H. Sedlak, MiPMC, CMC
Township Clerk

187 _____
188 Mark St. Charles
Township Supervisor

Bills List

\$1,104,721.68

06/06/2024
11:48 AM

CHECK PROOF FOR GREEN OAK TOWNSHIP
BANK ACCOUNT CODE: OKB - CHECK DATE: 06/06/2024
INVOICE EXPECTED CHECK RUN DATE 06/06/2024 - 06/06/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
06/06/2024	OKB	00000074361	ABSOPURE	ABSOPURE WATER COMPANY	123.60	0.00	123.60	4
06/06/2024	OKB	00000074362	ACE	GREAT LAKES ACE HARDWARE	57.88	0.00	57.88	1
06/06/2024	OKB	00000074363	ADP, INC	ADP, INC.	2,180.34	0.00	2,180.34	2
06/06/2024	OKB	00000074364	ALLSTAR	ALLSTAR ALARM LLC	51.38	0.00	51.38	1
06/06/2024	OKB	00000074365	AQUA WEED	AQUA-WEED CONTROL INC.	4,000.00	0.00	4,000.00	1
06/06/2024	OKB	00000074366	AT&T ADVER	THYRV	33.00	0.00	33.00	1
06/06/2024	OKB	00000074367	AUTO VALUE	AUTO-WARES GROUP	120.00	0.00	120.00	1
06/06/2024	OKB	00000074368	BOULLION	BOULLION SALES	145.38	0.00	145.38	1
06/06/2024	OKB	00000074369	BRIGHTAUTO	BRIGHTON AUTO REPAIR	182.68	0.00	182.68	2
06/06/2024	OKB	00000074370	C & L LAND	C & L LANDSCAPE, INC.	550.00	0.00	550.00	1
06/06/2024	OKB	00000074371	CARLISLE	CARLISLE-WORTMAN ASSOCIATES	1,855.00	0.00	1,855.00	3
06/06/2024	OKB	00000074372	CHARTER CO	CHARTER COMMUNICATIONS	129.99	0.00	129.99	1
06/06/2024	OKB	00000074373	CHASE	CHASE CARD SERVICES	87.58	0.00	87.58	1
06/06/2024	OKB	00000074374	CHASE JPM	JPMORGAN CHASE BANK NA	28,721.42	0.00	28,721.42	1
06/06/2024	OKB	00000074375	CLS	CLS	97.65	0.00	97.65	1
06/06/2024	OKB	00000074376	COLLINS, J	JAMES W. COLLINS	635.00	0.00	635.00	1
06/06/2024	OKB	00000074377	CSI LEASIN	CSI LEASING, INC.	4,624.91	0.00	4,624.91	4
06/06/2024	OKB	00000074378	DART TEAM	DART	102.50	0.00	102.50	1
06/06/2024	OKB	00000074379	DIGICOM	DIGICOM GLOBAL INC.	1,074.76	0.00	1,074.76	1
06/06/2024	OKB	00000074380	DRAGON	DRAGON UNDERGROUND LLC	299.00	0.00	299.00	1
06/06/2024	OKB	00000074381	DTE ENERGY	DTE ENERGY	3,720.84	0.00	3,720.84	19
06/06/2024	OKB	00000074382	ELECT/TEMP	ELECTRICAL & TEMPERATURE SYSTEMS	91.00	0.00	91.00	1
06/06/2024	OKB	00000074383	ER VEHICLE	EMERGENCY VEHICLES PLUS	715.58	0.00	715.58	2
06/06/2024	OKB	00000074384	FALLERT	FALLERT CONTRACTING LLC	1,965.00	0.00	1,965.00	1
06/06/2024	OKB	00000074385	FLASHGLASS	FLASH GLASS	531.91	0.00	531.91	1
06/06/2024	OKB	00000074386	FLEETPRIDE	FLEETPRIDE	113.29	0.00	113.29	1
06/06/2024	OKB	00000074387	FRANK RE	FRANK REWOLD AND SON, INC.	569,602.55	0.00	569,602.55	1
06/06/2024	OKB	00000074388	GALLS	GALLS, LLC	94.45	0.00	94.45	1
06/06/2024	OKB	00000074389	HALT	HALT FIRE	1,478.41	0.00	1,478.41	4
06/06/2024	OKB	00000074390	HIGHLAND T	HIGHLAND TREATMENT INC.	37,877.83	0.00	37,877.83	3
06/06/2024	OKB	00000074391	HOME DEPOT	HOME DEPOT CREDIT SERVICES	1,200.23	0.00	1,200.23	1
06/06/2024	OKB	00000074392	HUMBLE, C	CARRIE HUMBLE	910.49	0.00	910.49	1
06/06/2024	OKB	00000074393	IEPPC UC	IEPPC URGENT CARE, PLLC	407.00	0.00	407.00	1
06/06/2024	OKB	00000074394	IMAGE360	IMAGE360	141.87	0.00	141.87	1
06/06/2024	OKB	00000074395	JEWELL, W	WRJ ASSOCIATES, LLC/ WAYNE R JEWELL	75.00	0.00	75.00	1
06/06/2024	OKB	00000074396	KONE INC.	KONE CHICAGO	1,900.00	0.00	1,900.00	1
06/06/2024	OKB	00000074397	LASHBROOK	LASHBROOKS EXCAVATING & SEPTIC	250.00	0.00	250.00	1
06/06/2024	OKB	00000074398	LCTREASUR	LIVINGSTON COUNTY TREASURER	239.00	0.00	239.00	1
06/06/2024	OKB	00000074399	LCTREASUR	LIVINGSTON COUNTY TREASURER	1,979.92	0.00	1,979.92	1
06/06/2024	OKB	00000074400	LCTREASUR	LIVINGSTON COUNTY TREASURER	1,602.50	0.00	1,602.50	1
06/06/2024	OKB	00000074401	LIVCOWATER	LIVINGSTON COMM. WATER AUTHORITY	45,300.47	0.00	45,300.47	1
06/06/2024	OKB	00000074402	LOMBARDO	LOMBARDO HOMES OF MI LLC	3,000.00	0.00	3,000.00	1

06/06/2024
11:48 AM

CHECK PROOF FOR GREEN OAK TOWNSHIP
BANK ACCOUNT CODE: OKB - CHECK DATE: 06/06/2024
INVOICE EXPECTED CHECK RUN DATE 06/06/2024 - 06/06/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
06/06/2024	OKB	0000074403	LUMENSERVE	LUMENSERVE	477.00	0.00	477.00	1
06/06/2024	OKB	0000074404	LYNDIES CL	LINDA M. GARDELL	5,049.26	0.00	5,049.26	2
06/06/2024	OKB	0000074405	MANN'S, D	MANN'S, DICKSON	25.00	0.00	25.00	1
06/06/2024	OKB	0000074406	MIDPTCOIND	MICHIGAN DEPT OF HEALTH & HUMAN SER	300.00	0.00	300.00	1
06/06/2024	OKB	0000074407	MIMUNRISK	MICHIGAN MUNICIPAL RISK MGMT AUTH	116,059.50	0.00	116,059.50	2
06/06/2024	OKB	0000074408	MTA	MICHIGAN TOWNSHIPS ASSOCIATION	8,521.00	0.00	8,521.00	1
06/06/2024	OKB	0000074409	MURRAY, J	MURRAY, JOSHUA	21.38	0.00	21.38	1
06/06/2024	OKB	0000074410	MUTUAL	MUTUAL OF OMAHA	3,824.25	0.00	3,824.25	1
06/06/2024	OKB	0000074411	O'REILLY A	O'REILLY AUTO PARTS	359.95	0.00	359.95	3
06/06/2024	OKB	0000074412	PENNEBAKER	PENNEBAKER HOMES	5,000.00	0.00	5,000.00	1
06/06/2024	OKB	0000074413	PETER'S	PETER'S TRUE VALUE HARDWARE	28.27	0.00	28.27	1
06/06/2024	OKB	0000074414	PLM LAKE	PLM LAKE & LAND MANAGEMENT CORP.	4,824.00	0.00	4,824.00	1
06/06/2024	OKB	0000074415	PRO-TECH	PRO-TECH	2,408.00	0.00	2,408.00	1
06/06/2024	OKB	0000074416	ROSSOW	THE ROSSOW GROUP	390.00	0.00	390.00	1
06/06/2024	OKB	0000074417	SELCRA	SOUTH EASTERN LIVINGSTON	100,000.00	0.00	100,000.00	1
06/06/2024	OKB	0000074418	SLYONYOUTH	SOUTH LYON AREA YOUTH ASSISTANCE	6,000.00	0.00	6,000.00	1
06/06/2024	OKB	0000074419	SOHN	SOHN LINEN SERVICE, INC.	70.20	0.00	70.20	1
06/06/2024	OKB	0000074420	STAPLES	STAPLES	982.24	15.29	966.95	3##
06/06/2024	OKB	0000074421	TARGETSOL	TARGETSOLUTIONS LEARNING LLC	5,031.80	0.00	5,031.80	1
06/06/2024	OKB	0000074422	THIN BLUE	THIN BLUE LINE OF MICHIGAN	10.00	0.00	10.00	1
06/06/2024	OKB	0000074423	TRI COUNTY	TRI COUNTY SUPPLY, INC.	95.93	0.00	95.93	1
06/06/2024	OKB	0000074424	VZW	VERIZON WIRELESS	1,743.54	0.00	1,743.54	2
06/06/2024	OKB	0000074425	WITMER PSG	WITMER PUBLIC SAFETY GROUP, INC.	563.52	0.00	563.52	1
06/06/2024	OKB	0000074426	ZIMMERMAN	ZIMMERMAN MASONRY, INC.	3,825.00	0.00	3,825.00	1
06/06/2024	OKB	0000074427	ZIRKLE,LAR	LARRY ZIRKLE	955.00	0.00	955.00	1

Num Checks: 67 Num Stubs: 0 Num Invoices: 108 Total Amount: 984,818.96

Denotes that check has vendor credit applied.

OK CPH
OK [Signature] 6/6/24

06/11/2024
08:39 AM

CHECK PROOF FOR GREEN OAK TOWNSHIP
BANK ACCOUNT CODE: OKB - CHECK DATE: 06/11/2024
INVOICE EXPECTED CHECK RUN DATE 06/11/2024 - 06/11/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
06/11/2024	OKB	0000074428	AA TWP	ANN ARBOR TOWNSHIP FIRE DEPARTMENT	45,875.00	0.00	45,875.00	1
06/11/2024	OKB	0000074429	BAFA	BRIGHTON AREA FIRE AUTHORITY	63,623.00	0.00	63,623.00	1
06/11/2024	OKB	0000074430	DEXTER FD	DEXTER AREA FIRE DEPARTMENT	7,505.00	0.00	7,505.00	1
06/11/2024	OKB	0000074431	HAMBURG	HAMBURG TOWNSHIP FIRE DEPT	4,156.00	0.00	4,156.00	1
06/11/2024	OKB	0000074432	NTHFD FIRE	NORTHFIELD TOWNSHIP FIRE DEPARTMENT	4,893.40	0.00	4,893.40	1
06/11/2024	OKB	0000074433	PUTNAM TWP	PUTNAM TOWNSHIP FIRE DEPARTMENT	19,272.32	0.00	19,272.32	1
06/11/2024	OKB	0000074434	SLFD	SOUTH LYON FIRE DEPARTMENT	10,578.00	0.00	10,578.00	1

Num Checks: 7 Num Stubs: 0 Num Invoices: 7 Total Amount: 155,902.72

OK
MS
CJA

J.P.Morgan

JPMORGAN CHASE BANK NA
 P.O. BOX 15918
 MAIL SUITE DE1-1404
 WILMINGTON DE 19850

ACCOUNT NUMBER	██████████
PAYMENT DUE DATE	06/25/2024
AMOUNT DUE	\$28,721.42
CURRENT BALANCE	\$28,721.42

Remit To: **JPMORGAN CHASE BANK NA**
P.O. BOX 4475
CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED \$

GREEN OAK TWP
TRICIA WIGGLE-BAZZY
10001 SILVER LAKE RD
BRIGHTON MI 48116-8361

** 0000000

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: GREEN OAK TWP
 ACCOUNT NUMBER: ██████████

CLOSING DATE 05-31-24
 CREDIT LIMIT 100,000
 AVAILABLE CREDIT 71,279

FOR CUSTOMER SERVICE CALL:
 1-800-316-6056
 FOR TTY/TDD SERVICE CALL:
 1-800-955-8060

SEND BILLING INQUIRIES TO:
 JPMORGAN CHASE BANK NA
 COMMERCIAL CARD SOLUTIONS
 P.O. BOX 2015
 MAIL SUITE IL1-6225
 ELGIN, IL 60121

PREVIOUS BALANCE	33,949.69
PURCHASES AND OTHER CHARGES	28,781.51
CASH ADVANCES	.00
CREDITS	60.09
PAYMENTS	33,949.69-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	28,721.42
TOTAL PAYMENT DUE	28,721.42
DISPUTED AMOUNT	.00

ACCT. NUMBER: [REDACTED]

GREEN OAK TWP

COMMERCIAL ACCOUNT ACTIVITY

GREEN OAK TWP
[REDACTED]

TOTAL COMMERCIAL ACTIVITY
\$33,949.69CR

ACCOUNTING CODE:

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-16	05-16	74715634137000200020454	PAYMENT RECEIVED -- THANK YOU	33,949.69 PY

INDIVIDUAL CARDHOLDER ACTIVITY

CYNTHIA BLASKA
[REDACTED]

CREDITS \$12.99 **PURCHASES** \$29.98 **CASH ADV** \$0.00 **TOTAL ACTIVITY** \$16.99

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-01	04-30	24692164121103704756850	AMZN MKTP US*TI9UC4NA3 AMZN.COM/BILL WA P.O.S.: Cynthia SALES TAX: 0.00	29.98
05-02	05-01	74692164122105065057707	AMZN MKTP US AMZN.COM/BILL WA P.O.S.: Cynthia SALES TAX: 0.00	12.99 CR
Total Purchasing Activity				\$16.99

POLICE DEPARTMENT
[REDACTED]

CREDITS \$25.68 **PURCHASES** \$4,440.85 **CASH ADV** \$0.00 **TOTAL ACTIVITY** \$4,415.17

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-01	04-30	24692164121103941992151	SQ *MICHIGAN PUBLIC SAFET GOSQ.COM MI P.O.S.: 00011529215139449 SALES TAX: 0.00	30.00
05-01	04-30	24692164121103965572988	SQ *MICHIGAN PUBLIC SAFET GOSQ.COM MI P.O.S.: 00011529215139450 SALES TAX: 0.00	30.00
05-01	04-30	24692164121104208851106	IN *EVER SO GREEN, LLC 888-3837764 MI P.O.S.: 475370830_F8261-1 SALES TAX: 0.00	210.00
05-09	05-08	24000974129588404367258	THE UPS STORE 2109 810-2295057 MI P.O.S.: V2109-29240508151 SALES TAX: 0.00	18.57
05-09	05-08	24692164129101076216281	IN *EVER SO GREEN, LLC 888-3837764 MI P.O.S.: 475370830_F896F-1 SALES TAX: 0.00	2,785.00
05-10	05-09	24492154130743479567271	PSI SERVICES LLC 818-847-6180 CA P.O.S.: 47956727 SALES TAX: 0.00	175.00
05-15	05-14	24000974135622703056874	THE UPS STORE 2109 810-2295057 MI P.O.S.: V2109-29240514130 SALES TAX: 0.00	14.24
05-16	05-15	24692164136106580958428	AMZN MKTP US*TV8D69L93 AMZN.COM/BILL WA P.O.S.: 111-7420265-59098 SALES TAX: 0.00	82.62
05-22	05-21	24445004143000971510139	FAMILY FARE 1511 GRAYLING MI	13.76
05-23	05-22	24692164143102628625054	AMZN MKTP US*AL1X54W03 AMZN.COM/BILL WA P.O.S.: 111-8870654-82106 SALES TAX: 0.00	83.70

ACCT. NUMBER: [REDACTED]

GREEN OAK TWP

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-24	05-22	24081624144018014690893	BOUND TREE MEDICAL LLC 800-2827904 OH P.O.S.: 200674 SALES TAX: 0.00	176.97
05-27	05-25	24492154146745079598913	PSI SERVICES LLC 818-847-6180 CA P.O.S.: 07959891 SALES TAX: 0.00	175.00
05-27	05-24	24692164145101448152065	THOMSON WEST*TCD 800-328-4880 MN P.O.S.: 1201369992 SALES TAX: 0.00	183.75
Total Purchasing Activity				\$3,978.61

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-21	05-19	24755424141151415347269	SUPER 8 MOTELS 989-3488888 MI 1 ARRIVAL: 05-19-24	462.24
05-29	05-22	74755424149171441649907	SUPER 8 MOTELS 989-3488888 MI 1 ARRIVAL: 05-19-24	25.68 CR
Total Travel Activity				\$436.56

CHRISTINA YAEGER [REDACTED]	CREDITS \$0.00	PURCHASES \$281.88	CASH ADV \$0.00	TOTAL ACTIVITY \$281.88
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-24	05-23	24377354145000004035848	MICHIGAN ASSESSORS ASSOCI 888-8916064 MI P.O.S.: 6770-2440 SALES TAX: 16.91	281.88
Total Purchasing Activity				\$281.88

FIRE DEPARTMENT [REDACTED]	CREDITS \$0.00	PURCHASES \$828.40	CASH ADV \$0.00	TOTAL ACTIVITY \$828.40
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-01	04-30	24692164121103772525393	NFPA NATL FIRE PROTECT 800-344-3555 MA P.O.S.: 907035478VF1RL3O SALES TAX: 0.00	175.00
05-01	04-30	24692164121103772525484	NFPA NATL FIRE PROTECT 800-344-3555 MA P.O.S.: 90697131EVF0F1UR SALES TAX: 0.00	175.00
05-01	04-30	24692164121103772525492	NFPA NATL FIRE PROTECT 800-344-3555 MA P.O.S.: 90705802PVF1DL5G SALES TAX: 0.00	175.00
05-02	05-02	24793384123001047426050	MICHIGAN ASSOCIATION O ANN ARBOR MI P.O.S.: 479338001168382 SALES TAX: 0.00	35.00
05-31	05-30	24755424152641520565868	STATE OF MI EMS 517-2413025 MI P.O.S.: 779405387 SALES TAX: 0.00	50.00
Total Purchasing Activity				\$610.00

ACCT. NUMBER: [REDACTED]

GREEN OAK TWP

INDIVIDUAL CARDHOLDER ACTIVITY

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-13	05-12	24755424134731340737640	COMFORT INNS MT PLEASANT MI 0730046961 ARRIVAL: 05-11-24	218.40
Total Travel Activity				\$218.40

TRICIA WIGGLE-BAZZY [REDACTED]	CREDITS \$21.42	PURCHASES \$658.67	CASH ADV \$0.00	TOTAL ACTIVITY \$637.25
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-28	05-27	24906414148201013579284	EIG*CONSTANTCONTACT.COM 855-2295506 MA P.O.S.: 1120194366041 SALES TAX: 0.00	45.00
05-30	05-29	24692164150105237784121	INTUIT *QBOOKS ONLINE CL.INTUIT.COM CA P.O.S.: T1-14a5f5b3-1 SALES TAX: 0.00	90.00
Total Purchasing Activity				\$135.00

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-10	05-09	24040834130900994300521	LATITUDE 43 GRILL & BAR BAY CITY MI	40.92
05-13	05-10	24755424132261324797784	DOUBLETREE HOTELS 989-8916000 MI 678770 ARRIVAL: 05-07-24	396.27
05-13	05-10	24943004132838000762340	TACO BELL 021256 BIRCH RUN MI	7.97
05-15	05-10	74755424135261324797844	DOUBLETREE HOTELS 989-8916000 MI 678770 ARRIVAL: 05-07-24	21.42 CR
Total Travel Activity				\$423.74

Fleet Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-13	05-10	24034544132002361961430	ARCO 540530 BAY CITY MI P.O.S.: P30094023 SALES TAX: 0.03	78.51
Total Fleet Activity				\$78.51

CLERK DEPARTMENT [REDACTED]	CREDITS \$0.00	PURCHASES \$15,369.40	CASH ADV \$0.00	TOTAL ACTIVITY \$15,369.40
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-06	05-02	24639234124900013300021	CARPENTERS TIME SYSTEMS 888-8385391 TX P.O.S.: ID52OB2RAJ SALES TAX: 0.00	498.95
05-08	05-07	24019114128900011299746	NET EXPRESS 800-4481097 MI P.O.S.: 111111 SALES TAX: 22.00	221.17
05-08	05-07	24493984129026740020631	STERICYCLE INC/SHRED-IT 866-647-4733 IL P.O.S.: 74002063 SALES TAX: 0.00	228.83
05-08	05-07	24493984129026740123526	STERICYCLE INC/SHRED-IT 866-647-4733 IL P.O.S.: 74012352 SALES TAX: 0.00	118.41

ACCT. NUMBER: [REDACTED]

GREEN OAK TWP

INDIVIDUAL CARDHOLDER ACTIVITY**Purchasing Activity**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-08	05-07	24692164128100202121549	SPECTRUM 855-707-7328 VA P.O.S.: AY0C5D324666 SALES TAX: 46.41	820.00
05-08	05-07	24692164128100202121556	SPECTRUM 855-707-7328 VA P.O.S.: AF0C5EF764F4 SALES TAX: 12.27	216.87
05-08	05-07	24692164128100202121739	SPECTRUM 855-707-7328 VA P.O.S.: AC0C5D35B4FF SALES TAX: 22.58	399.00
05-08	05-07	24692164128100202121747	SPECTRUM 855-707-7328 VA P.O.S.: AE0C5D38FC86 SALES TAX: 31.07	549.00
05-08	05-07	24692164128100202121838	SPECTRUM 855-707-7328 VA P.O.S.: AF0C5EF778D1 SALES TAX: 8.74	154.58
05-08	05-07	24906414128199661269816	DTE ENERGY 800-4774747 MI P.O.S.: 043003443957 SALES TAX: 0.00	6,733.41
05-08	05-07	24906414128199661564281	DTE ENERGY 800-4774747 MI P.O.S.: 043003443950 SALES TAX: 0.00	59.68
05-08	05-07	24906414128199661593918	DTE ENERGY 800-4774747 MI P.O.S.: 043003443937 SALES TAX: 0.00	111.56
05-08	05-07	24906414128199661627708	DTE ENERGY 800-4774747 MI P.O.S.: 055003210268 SALES TAX: 0.00	14.56
05-08	05-07	24906414128199661662523	DTE ENERGY 800-4774747 MI P.O.S.: 043003443928 SALES TAX: 0.00	272.56
05-08	05-07	24906414128199661704622	DTE ENERGY 800-4774747 MI P.O.S.: 055003210280 SALES TAX: 0.00	14.56
05-08	05-07	24906414128199661800131	DTE ENERGY 800-4774747 MI P.O.S.: 055003210261 SALES TAX: 0.00	14.56
05-08	05-07	24943004128700912440017	WASTE MGMT WM EZPAY 866-834-2080 TX P.O.S.: 80095265851 SALES TAX: 0.00	811.74
05-17	05-16	24692164137107587503885	VS *WOW! 866-496-9669 OR P.O.S.: 12U7HJ9CQ2E4 SALES TAX: 0.00	435.39
05-21	05-20	24055224141286204500024	PRINTING SYSTEMS INC 734-946-5111 MI P.O.S.: cp5p3in0i47bo5t SALES TAX: 31.59	315.94
05-23	05-22	24055224143286204700010	PRINTING SYSTEMS INC MSTEVEN@PRIN MI P.O.S.: cp749pv0i4743po SALES TAX: 243.20	2,432.04
05-23	05-22	24055224143286204700028	PRINTING SYSTEMS INC 734-946-5111 MI P.O.S.: cp749b70i47bo5u SALES TAX: 55.97	559.68
05-23	05-22	24906414143200716617271	TMX*TERMINIX INTL 800-8376464 TN P.O.S.: 812422 SALES TAX: 0.00	117.00
05-31	05-30	24431064152200258900148	MICHIGAN TOWNSHIPS 517-321-6467 MI P.O.S.: 25890014 SALES TAX: 0.00	145.00
05-31	05-30	24906414151201267641362	DTE ENERGY 800-4774747 MI P.O.S.: 041003340237 SALES TAX: 0.00	124.91

Total Purchasing Activity**\$15,369.40****CARRIE HUMBLE****CREDITS**
\$0.00**PURCHASES**
\$100.98**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$100.98**ACCOUNTING CODE:**

ACCT. NUMBER: [REDACTED]

GREEN OAK TWP

INDIVIDUAL CARDHOLDER ACTIVITY**Purchasing Activity**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-15	05-14	24692164135106184242030	AMZN MKTP US*O72U40ID3 AMZN.COM/BILL WA P.O.S.: 113-1228505-10370 SALES TAX: 0.00	44.35
Total Purchasing Activity				\$44.35

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-21	05-19	74514204141004033458153	SOCIAL BEER HAUS CALGARY AB (FOREIGN CURRENCY) \$24.58 CAD 05/21 (RATE) 1.3595 P.O.S.: 0000000000 SALES TAX: 0.00	18.08
05-21	05-19	74514204141004033458153	INTERNATIONAL TRANSACTION FEE	0.27
05-24	05-23	74500014144461676806609	ASSOCIATED CAB/ALLIED CALGARY AB (FOREIGN CURRENCY) \$51.37 CAD 05/24 (RATE) 1.3622	37.71
05-24	05-23	74500014144461676806609	INTERNATIONAL TRANSACTION FEE	0.57
Total Travel Activity				\$56.63

MICHAEL H SEDLAK	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$2,171.08	\$0.00	\$2,171.08

ACCOUNTING CODE:

Telecommunication Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-27	05-26	24906414147200946539168	NEXTIVA*VOIP SERVICE 800-9834289 AZ P.O.S.: 0 SALES TAX: 271.03	2,171.08
Total Activity				\$2,171.08

BRIAN STALEY	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$1,427.94	\$0.00	\$1,427.94

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-01	04-30	24943004122898000033490	COSTCO WHSE #0786 BRIGHTON MI P.O.S.: 00003349 SALES TAX: 8.49	149.99
05-07	05-07	24692164128109585185328	AMZN MKTP US*WV6F94A03 AMZN.COM/BILL WA P.O.S.: Mowing SALES TAX: 0.00	256.96
05-13	05-09	24164074131105442163115	STAPLES 00107730 BRIGHTON MI P.O.S.: 000340646 SALES TAX: 0.00	22.99
05-15	05-14	24943004136898000085759	COSTCO WHSE #0786 BRIGHTON MI P.O.S.: 00008575 SALES TAX: 22.40	395.61
05-24	05-23	24943004145898000038211	COSTCO WHSE #0786 BRIGHTON MI P.O.S.: 00003821 SALES TAX: 6.53	115.34
05-29	05-28	24943004150898000042801	COSTCO WHSE #0786 BRIGHTON MI P.O.S.: 00004280 SALES TAX: 1.36	23.94
05-29	05-28	24943004150898000042819	COSTCO WHSE #0786 BRIGHTON MI P.O.S.: 00004281 SALES TAX: 13.59	239.99
05-30	05-29	24943004151898000031175	COSTCO WHSE #0786 BRIGHTON MI P.O.S.: 00003117 SALES TAX: 8.24	145.52

ACCT. NUMBER: [REDACTED]

GREEN OAK TWP

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
Total Purchasing Activity				\$1,350.34

Fleet Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-21	05-20	24943004142898070214372	COSTCO GAS #0786 GREEN OAK TWP MI P.O.S.: 07021437 SALES TAX: 4.39	77.60
Total Fleet Activity				\$77.60

KEVIN GENTRY [REDACTED]	CREDITS \$0.00	PURCHASES \$3,045.63	CASH ADV \$0.00	TOTAL ACTIVITY \$3,045.63
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-10	05-09	24692164130101312153766	AMZN MKTP US*SH3TF4WA3 AMZN.COM/BILL WA P.O.S.: 112-9838687-30842 SALES TAX: 0.00	212.44
05-10	05-09	24692164130101407227830	AMZN MKTP US*ZD02N1L53 AMZN.COM/BILL WA P.O.S.: 113-3060834-67274 SALES TAX: 0.00	150.93
05-10	05-09	24692164130101549776900	AMZN MKTP US*BT8IR5OR3 AMZN.COM/BILL WA P.O.S.: 111-2903876-15010 SALES TAX: 0.00	371.11
05-10	05-09	24692164130101613334347	AMZN MKTP US*027S17QD3 AMZN.COM/BILL WA P.O.S.: 113-2527517-45682 SALES TAX: 0.00	253.92
05-13	05-12	24692164133104417536080	AMZN MKTP US*171627AM3 AMZN.COM/BILL WA P.O.S.: 113-3484218-71394 SALES TAX: 0.00	206.94
05-13	05-12	24692164133104448096286	AMZN MKTP US*WB90E6EY3 AMZN.COM/BILL WA P.O.S.: 114-9508426-56362 SALES TAX: 0.00	46.58
05-15	05-14	24692164135105950152365	AMZN MKTP US*8N17R2OY3 AMZN.COM/BILL WA P.O.S.: 113-9731190-02098 SALES TAX: 0.00	903.63
05-16	05-15	24692164136106887386570	AMZN MKTP US*VC53F0TO3 AMZN.COM/BILL WA P.O.S.: 113-7457887-36410 SALES TAX: 0.00	84.68
05-17	05-16	24692164137107305153997	AMZN MKTP US*H21CX5XN3 AMZN.COM/BILL WA P.O.S.: 111-1903632-40282 SALES TAX: 0.00	25.99
05-17	05-16	24692164137107355929593	AMZN MKTP US*J11B50783 AMZN.COM/BILL WA P.O.S.: 111-1903632-40282 SALES TAX: 0.00	47.51
05-20	05-17	24692164138108342290916	AMZN MKTP US*CQ5OI1YL3 AMZN.COM/BILL WA P.O.S.: 113-7526664-24770 SALES TAX: 0.00	148.32
05-20	05-20	24692164141100466434169	AMZN MKTP US*9Y3JW1453 AMZN.COM/BILL WA P.O.S.: 113-8351257-10138 SALES TAX: 0.00	33.47
05-21	05-20	24692164141100697029663	AMZN MKTP US*BP4B00RB3 AMZN.COM/BILL WA P.O.S.: 113-7170671-65010 SALES TAX: 0.00	135.97
05-21	05-20	24692164141100791327757	SPI*DIRECTV STREAM 800-531-5000 CA P.O.S.: MULTIPLE SALES TAX: 0.00	119.99
05-22	05-22	24431064143083332326486	AMAZON.COM*B09I49VQ3 SEATTLE WA P.O.S.: 112-2992830-96218 SALES TAX: 0.00	205.89
05-22	05-21	24692164142101562050536	AMZN MKTP US*0W4OS1553 AMZN.COM/BILL WA P.O.S.: 111-3163426-30578 SALES TAX: 0.00	41.63

ACCT. NUMBER: [REDACTED]

GREEN OAK TWP

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-28	05-27	24692164148103838437483	AMZN MKTP US* J66AY76G3 AMZN.COM/BILL WA P.O.S.: 113-2556543-48922 SALES TAX: 0.00	35.11
Total Purchasing Activity				\$3,024.11

Fleet Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-23	05-22	24122544144744007064215	BP#9486671GREEN OAK BP WHITMORE LAKE MI P.O.S.: 00706421 SALES TAX: 1.22	21.52
Total Fleet Activity				\$21.52

ASSESSOR DEPARTMENT	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$259.60	\$0.00	\$259.60
ACCOUNTING CODE:				

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-03	05-02	24801974123726730398913	BIG FROG CUSTOM T-SHIRTS BRIGHTON MI P.O.S.: PO 623073039891 SALES TAX: 2.24	56.00
05-03	05-02	24801974123726930395453	BIG FROG CUSTOM T-SHIRTS BRIGHTON MI P.O.S.: PO 123693039545 SALES TAX: 5.14	128.60
05-22	05-21	24801974142726084388301	BIG FROG CUSTOM T-SHIRTS BRIGHTON MI P.O.S.: PO 142708438830 SALES TAX: 3.00	75.00
Total Purchasing Activity				\$259.60

ALAN HOGAN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$80.10	\$0.00	\$80.10
ACCOUNTING CODE:				

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-22	05-21	24801974142726804496079	BIG FROG CUSTOM T-SHIRTS BRIGHTON MI P.O.S.: PO 142180449607 SALES TAX: 3.20	80.10
Total Purchasing Activity				\$80.10

STEVEN KRAMER	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$87.00	\$0.00	\$87.00
ACCOUNTING CODE:				

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-03	05-02	24431064123286392900082	LIVINGSTON CO DEPT HLTH HOWELL MI P.O.S.: 0000000008 SALES TAX: 0.00	87.00
Total Purchasing Activity				\$87.00

249-000-729.000	29.98 AMZN MKTP US	20240501 dept operating - Building Dept
249-000-729.000	-12.99 AMZN MKTP US	20240502 refund
207-000-827.000	30 SQ *MICHIGAN PUBLIC SAFET	20240501 Drone plan - Vasiloff
207-000-827.000	30 SQ *MICHIGAN PUBLIC SAFET	20240501 Drone plan - Evans
207-000-957.000	210 IN *EVER SO GREEN LLC	20240501 miscellaneous expense
207-000-811.000	2785 IN *EVER SO GREEN LLC	20240509 outdoor services
207-000-730.004	18.57 THE UPS STORE 2109	20240509 postage expense
207-000-829.000	175 PSI SERVICES LLC	20240510 drone test - Beattie
207-000-730.004	14.24 THE UPS STORE 2109	20240515 postage expense
207-000-727.000	82.62 AMZN MKTP US	20240516 PD office supplies
207-000-829.000	462.24 SUPER 8 MOTELS	20240521 hotel basic patrol rifle class - Evans
207-000-727.000	13.76 FAMILY FARE 1511	20240522 PD supplies
207-000-727.000	83.7 AMZN MKTP US	20240523 PD supplies
207-000-729.000	176.97 BOUND TREE MEDICAL LLC	20240524 PD dept operating
207-000-804.000	183.75 THOMSON WEST	20240527 monthly subscription
207-000-829.000	175 PSI SERVICES LLC	20240527 drone test - Lapum
207-000-829.000	-25.68 SUPER 8 MOTELS	20240529 hotel basic patrol rifle class - Evans
101-257-829.000	281.88 MICHIGAN ASSESSORS ASSOCI	20240524 MAA conference - Yaeger
206-000-827.000	175 NFPA NATL FIRE PROTECT	20240501 NFPA dues - Chief
206-000-827.000	175 NFPA NATL FIRE PROTECT	20240501 NFPA dues - Kelley
206-000-827.000	175 NFPA NATL FIRE PROTECT	20240501 NFPA dues - DC
206-000-829.000	35 MICHIGAN ASSOCIATION O	20240502 MAFC class
206-000-829.000	218.4 COMFORT INNS	20240513 Fire Fighters Command Training
206-000-804.000	50 STATE OF MI EMS	20240531 vehicle application fees
101-253-829.000	40.92 LATITUDE 43 GRILL & BAR	20240510 conference - MMTA Advanced
101-253-829.000	7.97 TACO BELL 021256	20240513 conference - MMTA Advanced
101-253-829.000	396.27 DOUBLETREE HOTELS	20240513 conference - MMTA Advanced
101-279-870.000	78.51 ARCO 540530	20240513 fuel- Township Tahoe
101-253-829.000	-21.42 DOUBLETREE HOTELS	20240515 conference - MMTA Advanced
101-101-957.003	45 EIG	20240528 monthly service
101-253-804.200	90 INTUIT *QBOOKS ONLINE	20240530 monthly fee
101-279-727.000	498.95 CARPENTERS TIME SYSTEMS	20240506 Time stamp machine
249-000-804.000	117.14 SPECTRUM	20240508 internet
101-171-804.000	117.14	
101-262-804.000	117.15	
101-257-804.000	117.15	
101-215-804.000	117.14	
101-253-804.000	117.14	
101-371-804.000	117.14	
249-000-804.000	30.97 SPECTRUM	20240508 internet
101-171-804.000	30.97	
101-262-804.000	30.99	
101-257-804.000	30.99	
101-215-804.000	30.99	
101-253-804.000	31	
101-371-804.000	30.96	
101-279-804.225	399 SPECTRUM	20240508 internet
206-000-804.000	549 SPECTRUM	20240508 internet
206-000-804.000	154.58 SPECTRUM	20240508 internet
592-000-921.000	272.56 DTE ENERGY	20240508 9792 Cambridge Ct
206-000-921.000	111.56 DTE ENERGY	20240508 11411 Grand River
490-000-921.000	59.68 DTE ENERGY	20240508 10740 Sparkling Waters Ct
490-000-921.000	6733.41 DTE ENERGY	20240508 11120 McCabe Rd
206-000-921.000	14.56 DTE ENERGY	20240508 8800 Maltby Rd

206-000-921.000	14.56 DTE ENERGY	20240508 9530 Beach Park Rd
206-000-921.000	14.56 DTE ENERGY	20240508 11400 9 Mile Rd
101-279-850.000	221.17 NET EXPRESS	20240508 monthly service
206-000-804.000	116.3 WASTE MGMT WM EZPAY	20240508 monthly service
206-000-804.000	138.23	
101-265-804.000	138.23	
206-000-804.000	101.59	
101-265-804.000	159.16	
207-000-804.000	158.23	
206-000-804.000	228.83 STERICYCLE INC/SHRED-IT	20240508 monthly service
101-101-804.000	118.41 STERICYCLE INC/SHRED-IT	20240508 monthly service
206-000-804.000	435.39 VS *WOW!	20240517 monthly service
101-215-729.000	315.94 PRINTING SYSTEMS INC	20240521 dept operating - AP laser checks
101-262-901.000	2432.04 PRINTING SYSTEMS INC	20240523 Ballot return and outer envelopes
101-262-901.000	559.68 PRINTING SYSTEMS INC	20240523 Ballot instruction sheets
101-265-804.000	117 TMX*TERMINIX INTL	20240523 pest control service date 5/9/24
206-000-921.000	124.91 DTE ENERGY	20240531 11411 Grand River
101-262-829.000	145 MICHIGAN TOWNSHIPS	20240531 2024 Elections Prep training
101-215-727.000	44.35 AMZN MKTP US	20240515 Clerk Dept supplies
101-215-829.000	0.27 INTERNATIONAL TRANSACTION	20240521 Clerk conference - Calgary
101-215-829.000	18.08 SOCIAL BEER HAUS	20240521 Clerk conference - Calgary
101-215-829.000	0.57 INTERNATIONAL TRANSACTION	20240524 Clerk conference - Calgary
101-215-829.000	37.71 ASSOCIATED CAB/ALLIED	20240524 Clerk conference - Calgary
	846.72 NEXTIVA*VOIP SERVICE	20240527 monthly service
	694.75	
	629.61	
206-000-729.000	149.99 COSTCO WHSE #0786	20240501 Dept operating - Station 81
101-265-729.000	256.96 AMZN MKTP US	20240507 landscape tools
101-265-727.000	22.99 STAPLES 00107730	20240513 DPW office supplies
206-000-729.000	395.61 COSTCO WHSE #0786	20240515 FD supplies
101-265-870.000	77.6 COSTCO GAS #0786	20240521 fuel for B&G Dodge
207-000-727.000	115.34 COSTCO WHSE #0786	20240524 PD supplies
101-265-727.000	23.94 COSTCO WHSE #0786	20240529 Water for DPW
101-279-804.200	239.99 COSTCO WHSE #0786	20240529 TV for AV room at Twp Hall
101-279-727.000	145.52 COSTCO WHSE #0786	20240530 Supplies for Twp Hall
206-000-936.000	212.44 AMZN MKTP US	20240510 vehicle repair
206-000-729.000	150.93 AMZN MKTP US	20240510 dept operating - electric blower
206-000-729.000	371.11 AMZN MKTP US	20240510 dept operating - emergency phone
206-000-729.000	253.92 AMZN MKTP US	20240510 dept operating supplies
206-000-729.100	206.94 AMZN MKTP US	20240513 chief uniforms - boots
206-000-729.000	46.58 AMZN MKTP US	20240513 dept operating - towels
206-000-855.000	903.63 AMZN MKTP US	20240515 radio maintenance - straps/holders
206-000-729.000	84.68 AMZN MKTP US	20240516 dept operating - locks
206-000-936.000	47.51 AMZN MKTP US	20240517 vehicle repair
206-000-936.000	25.99 AMZN MKTP US	20240517 vehicle repair
206-000-729.005	148.32 AMZN MKTP US	20240520 medical supplies
206-000-729.000	33.47 AMZN MKTP US	20240520 dept operating - bags
206-000-729.000	135.97 AMZN MKTP US	20240521 dept operating - camera equipment
206-000-804.000	119.99 SPI*DIRECTV STREAM	20240521 monthly service
206-000-729.000	41.63 AMZN MKTP US	20240522 dept operating - towels
206-000-855.000	205.89 AMAZON.COM*B09I49VQ3	20240522 radio maintenance - batteries
206-000-729.000	21.52 BP#9486671GREEN OAK BP	20240523 dept operating - ice
206-000-729.000	35.11 AMZN MKTP US	20240528 dept operating - pliers/cutters
101-257-729.002	128.6 BIG FROG CUSTOM T-SHIRTS	20240503 Assessing Dept uniforms

101-257-729.002
101-257-729.002
249-000-729.002
207-000-957.000

56 BIG FROG CUSTOM T-SHIRTS
75 BIG FROG CUSTOM T-SHIRTS
80.1 BIG FROG CUSTOM T-SHIRTS
87 LIVINGSTON CO DEPT HLTH

20240503 Assessing uniforms
20240522 Assessing uniforms
20240522 uniforms - building official
20240503 LCHD service

28721.42



Green Oak Charter Township Police

9400 Whitmore Lake Rd. Brighton, MI 48116

Chief Steven Kramer

Office: 810-231-9626 Fax: 810-231-9627

Deputy Chief Robert Bradford



SUBJECT: REQUEST TO PURCHASE AN AUTOMATIC LICENSE PLATE READER (ALPR)

ADMINISTRATIVE SUMMARY

- The Police Department currently does not have an ALPR program, however, surrounding county agencies do as well as the Livingston County Sheriff's Office.
- A grant was offered through the Department of Homeland Security for ALPRs only.
- Deputy Chief Bradford applied for the grant (attached) and was approved by the State of Michigan for the total amount of \$20,800 which is enough for one location.
- We found a location that works for the program and provides coverage in a weak spot as a county cohesive system, in front of Station 82 on a pole owned by AT&T.
- We are currently in negotiations with AT&T for the use of the pole.
- If use of the pole is not granted, we will mount them to our Radar Trailer.
- We will be responsible for running power to the pole (additional charge) in the event the agreement is approved.
- Power will be run from the existing light for the flagpole, under the sidewalk and up the pole.
- Insight was chosen from three quotes as they had the cheapest annual fees and all other county agencies use them which will allow us to "piggy back" off their cameras for investigative purposes.
- All contract language was reviewed and approved by the Township Attorney Carol Rosati.

EQUIPMENT REQUESTED

- (2) Matrix Dual LPR Camera and all mounting hardware.
- Data plan for ALPR.
- Power to the pole

BUDGET

- Cost for all equipment: \$20,800.
- Power to the pole \$5,000 (approximate).
- Grant for \$20,800
- Data Plan for (2) ALPR (Township Account for Verizon).
- Annual ALPR fee.
- AT&T Charge for use of pole \$500
- Reimbursement from Homeland Security grant for \$20,800.
- Total Amount \$27,140 (data plan \$35 per device per month, \$840 year)

RECOMMENDATION

Approve the contract with Insight LRP and the purchase of Matrix ALPR and all related equipment, data plan and power installation. To accept the grant from the Department of Homeland Security in the amount of \$20,800. Approve the Commercial License Agreement with AT&T for Structure Access.

I appreciate the Board's consideration of this proposal and please let me know if you have any questions. Thank you.

Prepared by: Rob Bradford, Deputy Chief of Police

Reviewed by: Steve Kramer Chief of Police

February 2024



Automatic License Plate Reader (ALPR)

Green Oak Township Police Department

Introduction

Overview

The Green Oak Township Police Department is seeking to start and Automatic License Plate Reader (ALPR) program. This program seeks to enhance an already established program within Livingston County Michigan that has been in operation for several years.



ALPR Camera

Industry Analysis

Name of Competitor 1: Insight

Strengths	Weaknesses	Opportunities	Threats
Enumerate internal features that the company does well	Enumerate internal features that need to be improved	Name external factors that benefit the company	Name external factors that work against the company
Annual maintenance cost of	Slightly Higher initial cost at \$20,800	Currently has L.E.I.N agreement with the State of Michigan	
Provided 19 page GOVERNMENT AGENCY CUSTOMER AGREEMENT		Has every agency in Livingston County contract. This allows us access to all of those cameras.	
Had engineer look over all potential sites to offer the best solution.		Currently working with state approved electrician to install power at sites.	
Provided CJIS Security Forms			
Installation included.			

Name of Competitor 2: Flock Safety

Strengths	Weaknesses	Opportunities	Threats
Enumerate internal features that the company does well	Enumerate internal features that need to be improved	Name external factors that benefit the company	Name external factors that work against the company
Initial Cost of \$19,950	Annual cost \$9,000	Included Installation and Permits	No L.E.I.N agreement
Installation included.	Never asked for the location of the camera to assist in choosing the proper camera		Not connected to all other county cameras to provided interoperability.

Name of Competitor 3: Motorola Solutions

Strengths	Weaknesses	Opportunities	Threats
Enumerate internal features that the company does well	Enumerate internal features that need to be improved	Name external factors that benefit the company	Name external factors that work against the company
Brand Recognition with quality.	Hard to get a hold of. Was transferred to several people.		Not connected to all other county cameras to provided interoperability.
Database.	<p>Highest initial price of \$21,815</p> <p>Didn't provide annual maintenance cost.</p> <p>Never asked for the location of the camera to assist in choosing the proper camera.</p> <p>No installation included.</p>		

Industry Analysis

While researching the three leading companies that provide LPR services we chose to go with Insight for several reasons. First, they have an agreement in place with the State of Michigan that allows them access to the Law Enforcement Information Network (L.E.I.N.) and are used by the State Police. Second, they offer a range of options with the cameras whereas they can be installed on an angle to the road and still give a higher percentage of accuracy at speed. Third, they have the lowest annual maintenance cost of the three companies. Finally, when doing reference checks on the companies Insight was the most accessible with anything from warranty work done to adding on to the system.

Initial Cost Analysis



Location of Cameras - 11411 Grand River Ave, Brighton, MI 48116

The property is owned by Green Oak Township. The cameras will be attached to a mast arm over the road from a utility pole that provided internet service only to the Fire Station. AT&T owns the pole and has granted permission for the use of the pole for the ALPR since the weight is minimal and the only thing on the pole is one wire of coax cable that comes out of the ground, up the pole and over to the Fire Station. The total weight of the mast arm is 45 lbs. and the total weight of the completed system should not exceed 125 lbs. Grand River Ave, at this location, is an East/West road. The provided pictures show both East and West and with the Fire Station as a reference on the North side.

West



South



East



Contact Information

For Further Inquiries

Deputy Chief Rob Bradford rob.bradford@greenoakpolice.com 810-231-9626

Green Oak Township Police Department 9400 Whitmore Lake Rd. Brighton, MI 48116

**Flock Safety + MI - Green Oak
Township PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Matt Wayne
matt.wayne@flocksafety.com
7345586000

flock safety



EXHIBIT A
ORDER FORM

Customer: MI - Green Oak Township PD
Legal Entity Name: MI - Green Oak Township PD
Accounts Payable Email: rob.bradford@greenoakpolice.com
Address: 10001 Silver Lake Rd Brighton, Michigan 48116

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$9,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00

Subtotal Year 1:	\$10,950.00
Annual Recurring Subtotal:	\$9,000.00
Discounts:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$19,950.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$10,950.00
Annual Recurring after Year 1	\$9,000.00
Contract Total	\$19,950.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$30,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MI - Green Oak Township PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

		Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Green Oak Township Police - Attention: Rob Bradford			Date:	01-08-24
Project Name:	L5F Cameras			Quote ID:	CCK-0470-01

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

L5F Fixed Cameras with Communication Box + Mounting Brackets

Vigilant System Startup + Travel Cost (Installation Not Included)

Year 1 Service Package Includes Unlimited Storage, Data Retention + All Software Updates

Shipping

Qty	Item #	Description
(2)	VSF-025-L5F More Info	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable <ul style="list-style-type: none"> • Dual-lens camera with infrared LEDs for plate illumination • 55ft - 85ft capture distance and up to 2 lane coverage • Internal trigger for capture of plate alphanumeric, vehicle make and model • Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions • 60' camera cable included • Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> ◦ Full suite of LPR tools including data analytics
(2)	VS-FX-DUAL-BRKT-ASSY	Dual Fixed Camera Wall Mount Bracket <ul style="list-style-type: none"> • Wall Mount for (2) Fixed Cameras • Dual Fixed Camera Wall Mount Bracket
(1)	BCAV1F2-C600	Vigilant Fixed Camera Communications Box <ul style="list-style-type: none"> • Linux Comms Box using VLP5200 • Manages power and communications for up to four (4) Vigilant fixed LPR cameras • Includes modem for communication with cellular carriers <ul style="list-style-type: none"> ◦ SIM Card not included

(1)	VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> ◦ Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> ◦ Automated CarDetector software update management ◦ Plate searching, mapping, data mining utilities ◦ Stakeout, Associate Analysis and Locate Analysis ◦ Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> ◦ Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract
(1)	VSBSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> ◦ Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
(2)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Includes CDM/CDF Training • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(2)	VS-SHP-02	Vigilant Shipping Charges - Fixed or Comms <ul style="list-style-type: none"> • Applies to each fixed camera LPR System • Or Communication Box Purchased without LPR System • Shipping Method is FOB Shipping
Subtotal Price (Excludes sales tax)		\$21,815.00

Additional Option Sold Separately

Extended Hardware Warranty (Years 2-5)

Not Included In Total Price

Qty	Item #	Description
(2)	CDFS-4HWW	Fixed Camera LPR System - Extended Hardware Warranty - 4 Additional Years <ul style="list-style-type: none"> • Fixed LPR System LPR hardware component replacement warranty • Applies to 1-Channel hardware system kit • Valid for 4 years from standard warranty expiration
Subtotal Price (Excludes sales tax)		\$4,200.00

Quote Notes:

1. This Quote will expire in 90 Days from the date of the Quote.
2. No installation and/or service included in this proposal unless explicitly stated above.
3. All hardware components to have standard One (1) year hardware warranty.
4. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
5. This Quote does not include anything outside the above stated bill of materials.
6. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty

Quoted by: Conor Kelly - 925-398-2079 - conor.kelly@motorolasolutions.com

Total Price	\$21,815.00 (Excludes sales tax)
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FIXED LICENSE PLATE RECOGNITION: A VISUAL GUIDE

With new solutions entering the market for fixed and quick-deploy license plate recognition, here's some guidance to help you better understand how they work.

QUICK-DEPLOY LPR CAMERA SYSTEM

Collect targeted, tactical LPR data to aid an investigation, improve safety for an event or fill gaps in your LPR network with our quick-deploy L6Q camera system. This solar, AC or battery-powered camera can be installed and activated in minutes anywhere with cellular coverage to capture LPR data.

A simple aiming app allows you to quickly install the L6Q for added safety in an area then move as needed.

Use the solar power option to easily fill gaps in your LPR camera network without specialized infrastructure.

Run the L6Q on battery power and deploy it covertly to gather specific evidence for an investigation.

TACTICAL

FIXED LPR CAMERA SYSTEM

Scan more vehicles and capture more data with our high-performance fixed L5F camera system. This solution is meant for those who never want to miss a vehicle because they never want to let a threat pass undetected, never want to miss a potential lead and never want to see a case go cold.

Detect vehicle plates, make and model, day or night, with color and IR sensors and dedicated lenses.

Scan at 60 FPS simultaneously on up to four cameras per system to detect license plates in dense traffic.

With a global shutter, capture crystal clear license plate images on vehicles moving up to 150 MPH.

PERFORMANCE

FIXED LICENSE PLATE RECOGNITION DESIGNED TO MEET YOUR NEEDS

Having choices like the L6Q and L5F allows you to build a license plate recognition program that can be tailored to your needs.

Our portfolio provides the flexibility to expand your network as desired with extensive mobile, fixed, trailer, Android/iOS app and video-based LPR options that all utilize our widely deployed, tested and proven LPR algorithm.

And with seamless integration to Vigilant VehicleManager, a part of the LEARN platform, you can take advantage of having full control of data retention and sharing. Paired with patented search and analytics tools, you'll be able to generate more investigative insights and actionable leads from billions of detections to help close cases, faster.

INTELLIGENCE

To learn more, visit motorolasolutions.com/lpr



insight^{LPR}

1014 Highway 471
Brandon, MS 39042

Estimate

Date	Estimate #
1/4/2024	02945

Name / Address
Green Oak Charter Township Police Attn: Deputy Chief Rob Bradford 9400 Whitmore Lake Rd Brighton, MI 48116

Lead Time	8-10 Weeks ARO
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Item	Description	Qty	Cost	Total
MATRIX EDGE 25MM	Matrix Dual LPR Camera- 2MP cameras, 25mm IR/25mm Color, Embedded processor in an IP68 rated, nitrogen purged milled housing. POE+ power. Includes 2 lane LPR License. Includes stainless steel X/Y/Z mounting bracket and aluminum sunshield. *Camera Lens type subject to final site survey*	2	6,500.00	13,000.00
TIS-FIXED-LPR-ENCL-INSIGHT	aluminum enclosure and equipment mounting plate, RMM, LTE router, antenna, power supply, 5-port switch, 2 X fans, enclosure mounting bracket, wiring, and fasteners.	2	3,100.00	6,200.00
Black Cat 6 Outdoor Shielded Ca	CAT6 Outdoor Gel Filled Direct Burial Rated, 1000ft, Solid Conductor, Black, Bulk Ethernet Cable, 23AWG 4 Pair, Unshielded Twisted Pair (UTP)	30	0.00	0.00
Combination Mounts	Camera Combination Mounts - Pole/Claw/Wall Mounts *Hardware* 8) #10-24X1" PAN HEAD SCREW 8) 1/4 LOCK WASHER 8) 1/4 FLAT WASHER 8) #10-24 FLANGE NUT 8) #10-24 WING NUT 1) 3/8 -16X1" BOLT 1) 3/8 LOCK WASHER 1) 3/8-16 NUT 1) 3/8 WASHER 2) 2 1/16 -17" Quick-Release Clamp 1) 3LB S-BINER 1) 20" CABLE LANYARD	2	0.00	0.00
Data Hosting Services	Remote Data Hosting Services/Software Maint	2	300.00	600.00
Installation	Installation of LPR Cameras and NEMA Boxes	2	500.00	1,000.00
Total				\$20,800.00

Accounts@insightlpr.com

Customer Signature _____

Estimates are valid for 60 days from date of issuance.

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Customer Agreement (this “**Agreement**”) is entered into by and between **Insight LPR, LLC**, a Delaware limited liability company, with a place of business at 1014 MS-471, Brandon, MS 39042 (“**Insight**”) and the **Green Oak Charter Township Police**, a municipal corporation and political subdivision of the State of Michigan, on behalf of the **Green Oak Police Department**, with a place of business at **9400 Whitmore Lake Rd Brighton MI 48116** (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Insight offers a software and hardware solution for automatic license plate detection through Insight’s technology platform (the “**Insight Service**”), and upon detection, the Insight Service creates Footage (as defined herein) and can provide notifications to Agency upon the instructions of a Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Insight Service in order to create, view, search Footage and receive Notifications, including those from non-Agency users of the Insight System (where there is an investigative purpose) such as schools, neighborhood homeowners’ associations, businesses, and individual users; and

WHEREAS, Insight desires to provide Agency the Insight Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and evidence gathering (“**Purpose**”).

NOW, THEREFORE, Insight and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS. Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this **Section 1**.

“**Agency**” has the meaning set forth in the preamble.

“**Agency Data**” means the data, media and content provided by Agency through the Insight Service. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

“**Agency’s Installation Obligations**” has the meaning set forth in **Section 2.7.2**.

“**Aggregated Data**” has the meaning set forth in **Section 4.4**.

“**Agreement**” means this Government Agency Customer Agreement.

“**Authorized End User**” means any individual employees, agents, or contractors of Agency accessing or using the Insight Service through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

“**Defect**” has the meaning set forth in **Section 6.1**.

“**Deployment Plan**” has the meaning set forth in **Section 2.7.1**.

“**Designated Location**” has the meaning set forth in **Section 2.7.1**.

“**Disclosing Party**” has the meaning set forth in **Section 4.1**.

“**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Insight Service which is provided by Insight to Agency in accordance with the terms of this Agreement.

“**Effective Date**” has the meaning set forth on the Order Form.

“**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Hardware.

“**Footage**” means still images and/or video recordings of suspect vehicles captured by the Hardware in the course of and provided via the Insight Service.

“**Hardware**” means the Insight cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Insight Service. The term “**Hardware**” excludes the Embedded Software.

“**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, set forth in **Section 2.7**.

“**Initial Fees**” has the meaning set forth in **Section 5.1**.

“**Insight**” means Insight LPR, LLC.

“**Insight Designated Locations**” has the meaning set forth in **Section 2.7.1**.

“**Insight IP**” means the Insight Service, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

“**Insight Service**” means the provision, via the Web Interface, of Insight’s software application for automatic license plate detection, searching image records, and sharing Footage.

“**Installation Services**” means the services provided by Insight regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto as **Exhibit B**.

“**Monitoring Services**” has the meaning set forth in **Section 2.9**.

“**Non-Agency End User**” means Insight’s non-Agency customer that has elected to give Agency access to its data in the Insight System.

“**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

“**Notifications**” has the meaning set forth in the recitals.

“**On-Site Services**” has the meaning set forth in **Section 2.9**.

“**Order Form**” means the order form of Insight attached hereto as **Exhibit A**.

“**Party**” has the meaning set forth in the preamble.

“**Permitted Purpose**” has the meaning set forth in **Section 2.4**.

“**Proprietary Information**” has the meaning set forth in **Section 4.1**.

“**Purpose**” has the meaning set forth in the recitals.

“**Receiving Party**” has the meaning set forth in **Section 4.1**.

“**Reinstalls**” has the meaning set forth in **Section 2.7.1**.

“**Service Suspension**” has the meaning set forth in **Section 2.6**.

“**Special Terms**” has the meaning set forth in **Section 2.10**.

“**Terms**” has the meaning set forth on the Order Form.

“**Unit(s)**” means the Hardware together with the Embedded Software.

“**User ID**” has the meaning set forth in **Section 2.1**.

“**Usage Fee**” means the subscription fees to be paid by Agency for ongoing access to Services and Hardware set forth in **Section 5.1**.

“**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Insight Service in accordance with the terms of this Agreement.

2. INSIGHT SERVICE AND SUPPORT

2.1. Provision of Access. Subject to the terms of this Agreement, Insight hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Insight Service via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Insight will also provide Agency the Documentation to be used in accessing and using the Insight Service. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Insight Service and shall cause Authorized End Users to comply with such provisions. Insight may use the services of one or more third parties to deliver any part of the Insight Service, including without limitation using a third party to host the Web Interface which the Insight Service makes available to Agency and Authorized End Users. Insight will pass through any warranties that Insight receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND INSIGHT’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2. Embedded Software License. Subject to all terms of this Agreement, Insight grants Agency a limited, nonexclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Insight; in each case, solely as necessary for Agency to use the Insight Service.

2.3. Documentation License. Subject to the terms of this Agreement, Insight hereby grants to Agency a nonexclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Insight Service as contemplated herein.

2.4. Usage Restrictions. The purpose for usage of the equipment, the Insight Service and support, and the Insight IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Insight IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Insight IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Insight IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Insight IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Insight; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Insight IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Insight IP; (vii) use the Insight Service for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Insight Service, support, equipment and the Insight IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under **Sections 2.1, 2.2, or 2.3**.

2.5. Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Insight and its licensors retain all right, title and interest in and to the Insight IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Insight retains the right to use the foregoing for any purpose in Insight's sole discretion. There are no implied rights.

2.6. Suspension. Notwithstanding anything to the contrary in this Agreement, Insight may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Insight IP if Insight reasonably determines that (a) there is a threat or attack on any of the Insight IP; (b) Agency's or any Authorized End User's use of the Insight Service disrupts or poses a security risk to the Insight Service or any other customer or vendor of Insight; (c) Agency or any Authorized End User is/are using the Insight IP for fraudulent or illegal activities; (d) Insight's provision of the Insight Service to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Insight has suspended or terminated Insight's access to or use of any third party services or products required to enable Agency to access the Insight IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Insight Service for anything other than the Permitted Purpose (each such suspension, in accordance with this **Section 2.6**, a "**Service Suspension**"). Insight will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Insight's registered e-mail address) and to provide updates regarding resumption of access to the Insight IP following any Service Suspension. Insight will use commercially reasonable efforts to resume providing access to the Insight Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Insight will have no liability for any damage, liabilities, losses (including any

loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension.

2.7. Installation Services.

2.7.1. Designated Locations. Prior to performing the physical installation of the Units, Insight shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Insight and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (the “**Deployment Plan**”) (each Unit location so designated by Agency, a “**Designated Location**”). Insight shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation, including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Insight and accepted by Agency without alteration will be known as “**Insight Designated Locations.**” After a Deployment Plan with Designated Locations and equipment has been agreed upon by both Insight and the Agency, any subsequent changes to the Deployment Plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Insight’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy as set forth on **Exhibit B** attached hereto and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2. Agency’s Installation Obligations. Agency agrees to allow Insight and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. “**Agency’s Installation Obligations**” include, to the extent required by the Deployment Plan, but are not limited to, electrical work to provide a reliable source of 120V AC power that follow Insight guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for: (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use; or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Insight exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Insight may pay and invoice related costs to Agency if Agency did not address them or a third party requires Insight to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Insight to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3. Insight’s Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Insight’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Insight’s obligation to perform installation work shall cease; however, Insight will continue to monitor the performance of the Units and receive access to the Footage after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Insight’s access in the preceding sentence, which would waive Insight’s responsibility to ensure such action was successful. Agency understands and agrees that the Insight Service will not function without the Hardware. Labor may be provided by Insight or a third party.

2.8. Hazardous Conditions. Unless otherwise stated in this Agreement, Insight’s price for the Insight Service under this Agreement does not contemplate work in any areas that contain hazardous

materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in a Designated Location in which Insight is to provide the Insight Service, Insight shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Insight as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9. Support Services. Subject to the payment of fees, Insight shall monitor the performance and functionality of the Insight Service and may, from time to time, advise Agency on changes to the Insight Service, Installation Services, or the Designated Locations which may improve the performance or functionality of the Insight Service or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Insight will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by e-mail at support@insightlpr.com. Insight will use commercially reasonable efforts to respond to requests for support.

2.10. Special Terms. From time to time, Insight may offer certain “**Special Terms**” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11. Changes to Platform. Insight may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of the Insight Service, (b) the competitive strength of, or market for, the Insight Service, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1. Agency Obligations. Agency agrees to provide Insight with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Insight, which consent may be withheld, conditioned, or denied at the sole discretion of Insight. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Insight Service. Agency will, at its own expense, provide assistance to Insight, including, but not limited to, by means of reasonable and lawful access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Insight to perform its obligations hereunder, including, without limitation, any obligations with respect to support services or any Installation Services.

3.2. Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Insight Service only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. **Although Insight has no obligation to monitor Agency’s use of the Insight Service, Insight may do so in accordance with the law and may prohibit any use of the Insight Service it believes may be (or alleged to be) in violation of the foregoing.**

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1. Confidentiality.

4.1.1. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose to the Receiving Party business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Insight is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Insight Service. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Insight or collected by Insight via the Unit, including the Footage, to enable the provision of the Insight Service. The Receiving Party, except as otherwise required by law or court order, shall not disclose, use, transmit, inform or make available to any entity, person, or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the Parties’ respective rights therein, at all times in exercising at least a reasonable level of care. Each Party agrees to restrict access to the Proprietary Information of the other Party to those employees or agents who require access in order to perform hereunder.

4.1.2. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Receiving Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in providing the Insight Service or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, unless required by law or court order. Insight’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

4.1.3. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Insight may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Insight has a good faith belief that such access, use, preservation or disclosure is lawful and reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Insight, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation.

4.2. Agency and Non-Agency End User Data. As between Insight and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data belong to and are retained solely by Agency. Agency hereby grants to Insight a limited, non-exclusive, royalty-free, worldwide license to use

the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Insight to provide the Insight Service to Agency, including without limitation the support services set forth in **Section 2.9**, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in **Section 4.4**). As between Insight and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

4.3. Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter of this Agreement, Agency hereby assigns (and will cause its agents and representatives to assign) to Insight all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4. Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Insight shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Insight Service and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Insight will compile anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Insight Service (the “**Aggregated Data**”). Agency hereby grants Insight a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Insight Service and for other marketing, development, diagnostic and corrective purposes, other Insight offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

4.5. Transparency Laws. Insight understands and acknowledges that the Agency is a public entity subject to State and Federal transparency laws, including freedom of information and open meetings acts, MCL 15.231 and 15.261, et seq, respectively. Notwithstanding anything to the contrary within this agreement, nothing herein shall prohibit the Agency from complying with, or render it liable for, complying with transparency laws.

5. PAYMENT OF FEES

5.1. Fees. If applicable, Agency will pay Insight the first Usage Fee, the Implementation Fee and any fee for Hardware (together the “**Initial Fees**”) as set forth on the Order Form on or before the thirtieth (30th) day following the Effective Date of this Agreement. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.2. Changes to Fees. Insight reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ written notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by e-mail). If Agency believes that Insight has billed Agency incorrectly, Agency must contact Insight no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Insight’s

customer support department. Agency acknowledges and agrees that a failure to contact Insight within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3. Invoicing, Late Fees; Taxes. Insight may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Insight thirty (30) days after the date of the invoice. Unpaid amounts are subject to a finance charge of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of the Insight Service. Agency shall be responsible for all taxes associated with the Insight Service other than U.S. taxes based on Insight's net income.

5.4. [5.4 is missing, that applies to a "No Fee" Term. So, all references to "No Fee" have been deleted.

6. REMEDY; WARRANTY AND DISCLAIMER

6.1. Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Insight's technical support as described in **Section 2.9**. If such efforts do not correct the Defect, Insight shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Agency shall not be required to replace subsequently damaged or stolen Units; however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen Units and that Insight will have no liability to Agency regarding such affected functionality nor shall the Fees owed be impacted.

6.2. Exclusions. Insight will not provide the remedy described in **Section 7.1** if any of the following exclusions apply: (i) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Insight; (ii) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (iii) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized in writing by Insight.

6.3. Warranty. Insight provides a one year manufacturer's warranty and shall use reasonable efforts consistent with prevailing industry standards to maintain the Insight Service in a manner which minimizes errors and interruptions in the Insight Service and shall perform the Installation Services in a professional and workmanlike manner. Insight Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Insight or by third-party providers, or because of other causes beyond Insight's reasonable control. Insight shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled disruption of Insight Service. Failure to provide notice shall not give rise to any liability or reimbursement of any fees hereunder.

6.4. Disclaimer. THE REMEDY DESCRIBED IN **SECTION 6.1** IS AGENCY'S SOLE REMEDY, AND INSIGHT'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. INSIGHT DOES NOT WARRANT THAT THE INSIGHT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INSIGHT SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS **SECTION 6.4**, THE INSIGHT SERVICE AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND INSIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE DISCLAIMER IN THIS **SECTION 6.4** ONLY APPLIES TO THE

EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN **SECTION 8.5**, OR IF NO STATE IS MENTIONED IN **SECTION 8.5**, BY THE LAWS OF THE STATE OF TEXAS.

6.5. Insurance. Insight and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

6.6. Force Majeure. Insight is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

7. LIMITATION OF LIABILITY AND INDEMNITY

7.1. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, INSIGHT AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, ORDINARY NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (i) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (ii) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (iii) FOR ANY MATTER BEYOND INSIGHT'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (iv) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (v) FOR CRIME PREVENTION; OR (vi) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO INSIGHT FOR THE INSIGHT SERVICE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT INSIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE INSIGHT SERVICE. THE LIMITATION OF LIABILITY IN THIS **SECTION 7** ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN **SECTION 8.5**, OR IF NO STATE IS MENTIONED IN **SECTION 8.5**, BY THE LAW OF THE STATE OF TEXAS.

7.2. Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

8. MISCELLANEOUS

8.1. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

8.2. Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Insight's prior written consent. Insight may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

8.3. Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy, a current version of which is provided in **Exhibit B** of this Agreement, and the Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

8.4. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Insight in any respect whatsoever.

8.5. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in or having jurisdiction over Livingston County Michigan will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

8.6. Publicity. Insight has the right to reference and use Agency's name and trademarks and disclose the nature of the Insight Service provided hereunder in each case in business and development and marketing efforts, including, without limitation, on Insight's website.

8.7. Export. Agency may not remove or export from the United States or allow the export or re-export of the Insight IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Insight Service, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

8.8. Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

8.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.10. Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations they are representing.

8.11. Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address as specified below. Any

mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Insight's address for all purposes under this Agreement is:

Insight LPR, LLC
Attention: John Nethery
1014 MS-471
Brandon, MS 39042
e-mail: john.nethery@InsightLPR.com

Agency's address for all purposes under this Agreement is:

Green Oak Charter Township Police Dept.
Attention: Chief of Police with cc to City Manager
9400 Whitmore Lake Rd.
Brighton, Michigan, 48116
e-mail: rob.bradford@greenoakpolice.com

Either Party may designate another address for notice by giving the other Party at least five (5) business days' advance notice of its address change.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Insight:

Insight LPR, LLC

By: _____

Name: _____

Title: _____

Agency:

Green Oak Charter Township Police Dept.

By: _____

Name: _____

Title: _____

EXHIBIT A

Statement of Work

EXAMPLE: Installation of Insight Hardware on existing pole or Insight-supplied pole if required.

EXHIBIT B

Reinstall Policy and Fee Schedule

Reinstall Policy

After a Deployment Plan with Designated Locations and equipment has been agreed upon by both Insight and Agency, any subsequent changes to the Deployment Plan (“**Reinstalls**”) driven by Agency’s request will incur a fee per the table below.

All fees are per Reinstall or required visit (in the case that a Reinstall is attempted but not completed) and include labor and materials.

Reinstall Fee Schedule:

Description	Fee
Camera relocation, existing pole non-AC powered	\$950
Camera relocation, Insight pole and/or AC powered	\$1250
Camera replacement as a result of vandalism, theft, or damage	\$5000
Pole replacement as a result of vandalism, theft, or damage	\$4000
Trip charge	\$350

Addendum from LEIN (H-5)
CJIS Security Policy (signatures required)

AMENDMENT NO. 1 TO THE GOVERNMENT AGENCY
CUSTOMER AGREEMENT BETWEEN INSIGHT LPR, LLC
AND GREEN OAK TOWNSHIP.

Insight LPR, LLC ("Insight") and Green Oak Township, upon notification and pursuant to Paragraph/Section No. 8.3 of that certain contract entered into by these parties on _____ and

entitled "Government Agency Customer Agreement" ("Contract") hereby amend and revise the Contract to include the following:

1. Access to and use of criminal history record information, including FBI managed criminal justice information and other sensitive LIEN information maintained by either party, are subject to the following restrictions:

- a. Michigan State Police LEIN access requirements; and
- b. The Security Addendum appended hereto;

each of which is incorporated by reference and made a part hereof as if fully appearing herein.

2. All other provisions of the Contract remain the same and are unaffected by this Amendment. In the event of a conflict between this Amendment and the Contract, the stricter provision in favor of the security of the information referenced in paragraphs 1. a. and 1. b. shall prevail.

This amendment is effective the _ day of _____, 20__.

On behalf of Insight:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

On behalf of the Green Oak Charter Township Police Dept.:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM (H-6 / H-7)

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.0 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Customer Agreement (this “**Agreement**”) is entered into by and between **Insight LPR, LLC**, a Delaware limited liability company, with a place of business at 1014 MS-471, Brandon, MS 39042 (“**Insight**”) and the **Green Oak Charter Township Police**, a municipal corporation and political subdivision of the State of Michigan, on behalf of the **Green Oak Police Department**, with a place of business at **9400 Whitmore Lake Rd Brighton MI 48116** (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Insight offers a software and hardware solution for automatic license plate detection through Insight’s technology platform (the “**Insight Service**”), and upon detection, the Insight Service creates Footage (as defined herein) and can provide notifications to Agency upon the instructions of a Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Insight Service in order to create, view, search Footage and receive Notifications, including those from non-Agency users of the Insight System (where there is an investigative purpose) such as schools, neighborhood homeowners’ associations, businesses, and individual users; and

WHEREAS, Insight desires to provide Agency the Insight Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and evidence gathering (“**Purpose**”).

NOW, THEREFORE, Insight and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS. Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this **Section 1**.

“**Agency**” has the meaning set forth in the preamble.

“**Agency Data**” means the data, media and content provided by Agency through the Insight Service. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

“**Agency’s Installation Obligations**” has the meaning set forth in **Section 2.7.2**.

“**Aggregated Data**” has the meaning set forth in **Section 4.4**.

“**Agreement**” means this Government Agency Customer Agreement.

“**Authorized End User**” means any individual employees, agents, or contractors of Agency accessing or using the Insight Service through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

“**Defect**” has the meaning set forth in **Section 6.1**.

“**Deployment Plan**” has the meaning set forth in **Section 2.7.1**.

“**Designated Location**” has the meaning set forth in **Section 2.7.1**.

“**Disclosing Party**” has the meaning set forth in **Section 4.1**.

“**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Insight Service which is provided by Insight to Agency in accordance with the terms of this Agreement.

“**Effective Date**” has the meaning set forth on the Order Form.

“**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Hardware.

“**Footage**” means still images and/or video recordings of suspect vehicles captured by the Hardware in the course of and provided via the Insight Service.

“**Hardware**” means the Insight cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Insight Service. The term “**Hardware**” excludes the Embedded Software.

“**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, set forth in **Section 2.7**.

“**Initial Fees**” has the meaning set forth in **Section 5.1**.

“**Insight**” means Insight LPR, LLC.

“**Insight Designated Locations**” has the meaning set forth in **Section 2.7.1**.

“**Insight IP**” means the Insight Service, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

“**Insight Service**” means the provision, via the Web Interface, of Insight’s software application for automatic license plate detection, searching image records, and sharing Footage.

“**Installation Services**” means the services provided by Insight regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto as **Exhibit B**.

“**Monitoring Services**” has the meaning set forth in **Section 2.9**.

“**Non-Agency End User**” means Insight’s non-Agency customer that has elected to give Agency access to its data in the Insight System.

“**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

“**Notifications**” has the meaning set forth in the recitals.

“**On-Site Services**” has the meaning set forth in **Section 2.9**.

“**Order Form**” means the order form of Insight attached hereto as **Exhibit A**.

“**Party**” has the meaning set forth in the preamble.

“**Permitted Purpose**” has the meaning set forth in **Section 2.4**.

“**Proprietary Information**” has the meaning set forth in **Section 4.1**.

“**Purpose**” has the meaning set forth in the recitals.

“**Receiving Party**” has the meaning set forth in **Section 4.1**.

“**Reinstalls**” has the meaning set forth in **Section 2.7.1**.

“**Service Suspension**” has the meaning set forth in **Section 2.6**.

“**Special Terms**” has the meaning set forth in **Section 2.10**.

“**Terms**” has the meaning set forth on the Order Form.

“**Unit(s)**” means the Hardware together with the Embedded Software.

“**User ID**” has the meaning set forth in **Section 2.1**.

“**Usage Fee**” means the subscription fees to be paid by Agency for ongoing access to Services and Hardware set forth in **Section 5.1**.

“**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Insight Service in accordance with the terms of this Agreement.

2. INSIGHT SERVICE AND SUPPORT

2.1. Provision of Access. Subject to the terms of this Agreement, Insight hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Insight Service via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Insight will also provide Agency the Documentation to be used in accessing and using the Insight Service. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Insight Service and shall cause Authorized End Users to comply with such provisions. Insight may use the services of one or more third parties to deliver any part of the Insight Service, including without limitation using a third party to host the Web Interface which the Insight Service makes available to Agency and Authorized End Users. Insight will pass through any warranties that Insight receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND INSIGHT’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2. Embedded Software License. Subject to all terms of this Agreement, Insight grants Agency a limited, nonexclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Insight; in each case, solely as necessary for Agency to use the Insight Service.

2.3. Documentation License. Subject to the terms of this Agreement, Insight hereby grants to Agency a nonexclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Insight Service as contemplated herein.

2.4. Usage Restrictions. The purpose for usage of the equipment, the Insight Service and support, and the Insight IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Insight IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Insight IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Insight IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Insight IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Insight; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Insight IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Insight IP; (vii) use the Insight Service for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Insight Service, support, equipment and the Insight IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under **Sections 2.1, 2.2, or 2.3.**

2.5. Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Insight and its licensors retain all right, title and interest in and to the Insight IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Insight retains the right to use the foregoing for any purpose in Insight's sole discretion. There are no implied rights.

2.6. Suspension. Notwithstanding anything to the contrary in this Agreement, Insight may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Insight IP if Insight reasonably determines that (a) there is a threat or attack on any of the Insight IP; (b) Agency's or any Authorized End User's use of the Insight Service disrupts or poses a security risk to the Insight Service or any other customer or vendor of Insight; (c) Agency or any Authorized End User is/are using the Insight IP for fraudulent or illegal activities; (d) Insight's provision of the Insight Service to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Insight has suspended or terminated Insight's access to or use of any third party services or products required to enable Agency to access the Insight IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Insight Service for anything other than the Permitted Purpose (each such suspension, in accordance with this **Section 2.6**, a "**Service Suspension**"). Insight will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Insight's registered e-mail address) and to provide updates regarding resumption of access to the Insight IP following any Service Suspension. Insight will use commercially reasonable efforts to resume providing access to the Insight Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Insight will have no liability for any damage, liabilities, losses (including any

loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension.

2.7. Installation Services.

2.7.1. Designated Locations. Prior to performing the physical installation of the Units, Insight shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Insight and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (the “**Deployment Plan**”) (each Unit location so designated by Agency, a “**Designated Location**”). Insight shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation, including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Insight and accepted by Agency without alteration will be known as “**Insight Designated Locations.**” After a Deployment Plan with Designated Locations and equipment has been agreed upon by both Insight and the Agency, any subsequent changes to the Deployment Plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Insight’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy as set forth on **Exhibit B** attached hereto and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2. Agency’s Installation Obligations. Agency agrees to allow Insight and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. “**Agency’s Installation Obligations**” include, to the extent required by the Deployment Plan, but are not limited to, electrical work to provide a reliable source of 120V AC power that follow Insight guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for: (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use; or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Insight exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Insight may pay and invoice related costs to Agency if Agency did not address them or a third party requires Insight to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Insight to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3. Insight’s Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Insight’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Insight’s obligation to perform installation work shall cease; however, Insight will continue to monitor the performance of the Units and receive access to the Footage after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Insight’s access in the preceding sentence, which would waive Insight’s responsibility to ensure such action was successful. Agency understands and agrees that the Insight Service will not function without the Hardware. Labor may be provided by Insight or a third party.

2.8. Hazardous Conditions. Unless otherwise stated in this Agreement, Insight’s price for the Insight Service under this Agreement does not contemplate work in any areas that contain hazardous

materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in a Designated Location in which Insight is to provide the Insight Service, Insight shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Insight as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9. Support Services. Subject to the payment of fees, Insight shall monitor the performance and functionality of the Insight Service and may, from time to time, advise Agency on changes to the Insight Service, Installation Services, or the Designated Locations which may improve the performance or functionality of the Insight Service or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Insight will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by e-mail at support@insightlpr.com. Insight will use commercially reasonable efforts to respond to requests for support.

2.10. Special Terms. From time to time, Insight may offer certain “**Special Terms**” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11. Changes to Platform. Insight may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of the Insight Service, (b) the competitive strength of, or market for, the Insight Service, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1. Agency Obligations. Agency agrees to provide Insight with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Insight, which consent may be withheld, conditioned, or denied at the sole discretion of Insight. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Insight Service. Agency will, at its own expense, provide assistance to Insight, including, but not limited to, by means of reasonable and lawful access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Insight to perform its obligations hereunder, including, without limitation, any obligations with respect to support services or any Installation Services.

3.2. Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Insight Service only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. **Although Insight has no obligation to monitor Agency’s use of the Insight Service, Insight may do so in accordance with the law and may prohibit any use of the Insight Service it believes may be (or alleged to be) in violation of the foregoing.**

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1. Confidentiality.

4.1.1. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose to the Receiving Party business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Insight is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Insight Service. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Insight or collected by Insight via the Unit, including the Footage, to enable the provision of the Insight Service. The Receiving Party, except as otherwise required by law or court order, shall not disclose, use, transmit, inform or make available to any entity, person, or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the Parties’ respective rights therein, at all times in exercising at least a reasonable level of care. Each Party agrees to restrict access to the Proprietary Information of the other Party to those employees or agents who require access in order to perform hereunder.

4.1.2. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Receiving Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in providing the Insight Service or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, unless required by law or court order. Insight’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

4.1.3. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Insight may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Insight has a good faith belief that such access, use, preservation or disclosure is lawful and reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Insight, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation.

4.2. Agency and Non-Agency End User Data. As between Insight and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data belong to and are retained solely by Agency. Agency hereby grants to Insight a limited, non-exclusive, royalty-free, worldwide license to use

the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Insight to provide the Insight Service to Agency, including without limitation the support services set forth in **Section 2.9**, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in **Section 4.4**). As between Insight and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

4.3. Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter of this Agreement, Agency hereby assigns (and will cause its agents and representatives to assign) to Insight all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4. Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Insight shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Insight Service and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Insight will compile anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Insight Service (the “**Aggregated Data**”). Agency hereby grants Insight a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Insight Service and for other marketing, development, diagnostic and corrective purposes, other Insight offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

4.5. Transparency Laws. Insight understands and acknowledges that the Agency is a public entity subject to State and Federal transparency laws, including freedom of information and open meetings acts, MCL 15.231 and 15.261, et seq, respectively. Notwithstanding anything to the contrary within this agreement, nothing herein shall prohibit the Agency from complying with, or render it liable for, complying with transparency laws.

5. PAYMENT OF FEES

5.1. Fees. If applicable, Agency will pay Insight the first Usage Fee, the Implementation Fee and any fee for Hardware (together the “**Initial Fees**”) as set forth on the Order Form on or before the thirtieth (30th) day following the Effective Date of this Agreement. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.2. Changes to Fees. Insight reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ written notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by e-mail). If Agency believes that Insight has billed Agency incorrectly, Agency must contact Insight no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Insight’s

customer support department. Agency acknowledges and agrees that a failure to contact Insight within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3. Invoicing, Late Fees; Taxes. Insight may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Insight thirty (30) days after the date of the invoice. Unpaid amounts are subject to a finance charge of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of the Insight Service. Agency shall be responsible for all taxes associated with the Insight Service other than U.S. taxes based on Insight's net income.

5.4. [5.4 is missing, that applies to a "No Fee" Term. So, all references to "No Fee" have been deleted.

6. REMEDY; WARRANTY AND DISCLAIMER

6.1. Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Insight's technical support as described in **Section 2.9**. If such efforts do not correct the Defect, Insight shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Agency shall not be required to replace subsequently damaged or stolen Units; however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen Units and that Insight will have no liability to Agency regarding such affected functionality nor shall the Fees owed be impacted.

6.2. Exclusions. Insight will not provide the remedy described in **Section 7.1** if any of the following exclusions apply: (i) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Insight; (ii) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (iii) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized in writing by Insight.

6.3. Warranty. Insight provides a one year manufacturer's warranty and shall use reasonable efforts consistent with prevailing industry standards to maintain the Insight Service in a manner which minimizes errors and interruptions in the Insight Service and shall perform the Installation Services in a professional and workmanlike manner. Insight Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Insight or by third-party providers, or because of other causes beyond Insight's reasonable control. Insight shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled disruption of Insight Service. Failure to provide notice shall not give rise to any liability or reimbursement of any fees hereunder.

6.4. Disclaimer. THE REMEDY DESCRIBED IN **SECTION 6.1** IS AGENCY'S SOLE REMEDY, AND INSIGHT'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. INSIGHT DOES NOT WARRANT THAT THE INSIGHT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INSIGHT SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS **SECTION 6.4**, THE INSIGHT SERVICE AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND INSIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE DISCLAIMER IN THIS **SECTION 6.4** ONLY APPLIES TO THE

EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN **SECTION 8.5**, OR IF NO STATE IS MENTIONED IN **SECTION 8.5**, BY THE LAWS OF THE STATE OF TEXAS.

6.5. Insurance. Insight and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

6.6. Force Majeure. Insight is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

7. LIMITATION OF LIABILITY AND INDEMNITY

7.1. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, INSIGHT AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, ORDINARY NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (i) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (ii) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (iii) FOR ANY MATTER BEYOND INSIGHT'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (iv) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (v) FOR CRIME PREVENTION; OR (vi) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO INSIGHT FOR THE INSIGHT SERVICE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT INSIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE INSIGHT SERVICE. THE LIMITATION OF LIABILITY IN THIS **SECTION 7** ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN **SECTION 8.5**, OR IF NO STATE IS MENTIONED IN **SECTION 8.5**, BY THE LAW OF THE STATE OF TEXAS.

7.2. Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

8. MISCELLANEOUS

8.1. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

8.2. Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Insight's prior written consent. Insight may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

8.3. Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy, a current version of which is provided in **Exhibit B** of this Agreement, and the Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

8.4. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Insight in any respect whatsoever.

8.5. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in or having jurisdiction over Livingston County Michigan will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

8.6. Publicity. Insight has the right to reference and use Agency's name and trademarks and disclose the nature of the Insight Service provided hereunder in each case in business and development and marketing efforts, including, without limitation, on Insight's website.

8.7. Export. Agency may not remove or export from the United States or allow the export or re-export of the Insight IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Insight Service, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

8.8. Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

8.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.10. Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations they are representing.

8.11. Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address as specified below. Any

mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Insight's address for all purposes under this Agreement is:

Insight LPR, LLC
Attention: John Nethery
1014 MS-471
Brandon, MS 39042
e-mail: john.nethery@InsightLPR.com

Agency's address for all purposes under this Agreement is:

Green Oak Charter Township Police Dept.
Attention: Chief of Police with cc to City Manager
9400 Whitmore Lake Rd.
Brighton, Michigan, 48116
e-mail: rob.bradford@greenoakpolice.com

Either Party may designate another address for notice by giving the other Party at least five (5) business days' advance notice of its address change.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Insight:

Insight LPR, LLC

By: _____

Name: _____

Title: _____

Agency:

Green Oak Charter Township Police Dept.

By: _____

Name: _____

Title: _____

EXHIBIT A

Statement of Work

EXAMPLE: Installation of Insight Hardware on existing pole or Insight-supplied pole if required.

EXHIBIT B

Reinstall Policy and Fee Schedule

Reinstall Policy

After a Deployment Plan with Designated Locations and equipment has been agreed upon by both Insight and Agency, any subsequent changes to the Deployment Plan (“**Reinstalls**”) driven by Agency’s request will incur a fee per the table below.

All fees are per Reinstall or required visit (in the case that a Reinstall is attempted but not completed) and include labor and materials.

Reinstall Fee Schedule:

Description	Fee
Camera relocation, existing pole non-AC powered	\$950
Camera relocation, Insight pole and/or AC powered	\$1250
Camera replacement as a result of vandalism, theft, or damage	\$5000
Pole replacement as a result of vandalism, theft, or damage	\$4000
Trip charge	\$350

Addendum from LEIN (H-5)
CJIS Security Policy (signatures required)

AMENDMENT NO. 1 TO THE GOVERNMENT AGENCY
CUSTOMER AGREEMENT BETWEEN INSIGHT LPR, LLC
AND GREEN OAK TOWNSHIP.

Insight LPR, LLC ("Insight") and Green Oak Township, upon notification and pursuant to Paragraph/Section No. 8.3 of that certain contract entered into by these parties on _____ and

entitled "Government Agency Customer Agreement" ("Contract") hereby amend and revise the Contract to include the following:

1. Access to and use of criminal history record information, including FBI managed criminal justice information and other sensitive LIEN information maintained by either party, are subject to the following restrictions:

a. Michigan State Police LEIN access requirements; and

b. The Security Addendum appended hereto;

each of which is incorporated by reference and made a part hereof as if fully appearing herein.

2. All other provisions of the Contract remain the same and are unaffected by this Amendment. In the event of a conflict between this Amendment and the Contract, the stricter provision in favor of the security of the information referenced in paragraphs 1. a. and 1. b. shall prevail.

This amendment is effective the__ day of _____, 20__.

On behalf of Insight:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

On behalf of the Green Oak Charter Township Police Dept.:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM (H-6 / H-7)

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.0 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

COMMERCIAL LICENSE AGREEMENT FOR STRUCTURE ACCESS

This Agreement, effective on the last date signed by a party (the Effective Date), is between Michigan Bell Telephone Company **entity (AT&T)** and Green Oak Charter Township (Licensee), a Michigan municipal corporation, to access poles, ducts, or conduit owned by AT&T. Each party may be individually referred to as Party and collectively as Parties.

1.0 INTRODUCTION AND SCOPE OF AGREEMENT

- 1.1 This Agreement sets forth the basic rates, terms, conditions, and procedures under which Licensee will have access to AT&T's Structure, as defined in Section 2.14, to place, maintain, and remove Licensee facilities, as long as such Structure is owned or controlled solely by AT&T, or in part by AT&T, and only the particular Structure. Specifically, Licensee will have access to 1 AT&T pole, at or near 11411 Grande Avenue, Brighton, Michigan 48116, upon which it will provide underground power, place conduit up the pole to a box for the connection of the Automatic License Plate Readers (ALPR), install a lightweight mast arm which, in turn, will hold 2 cameras (facilities), in order to monitor activity at or near its township headquarters building. These facilities are identified on Attachment 1. Licensee agrees that it will not place any facilities in or on AT&T's Structure for the purpose of providing any wholesale or retail communications offering.
- 1.2 No Transfer of Property Rights to Licensee. Nothing contained in this Agreement, or any License subject to this Agreement, creates or vests (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property the other owns.
- 1.3 No Effect on AT&T's Right to Abandon, Convey, or Transfer Structure and/or Enter into Other Agreements. Nothing contained in this Agreement, or any License subject to this Agreement, in any way affects AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Structure. AT&T will give Licensee at least 60 days' written notice prior to abandoning, conveying, or transferring the Structure to which Licensee has already attached its facilities. The notice will identify the transferee, if any, to whom AT&T is conveying or transferring such Structure. If AT&T elects to abandon the Structure and no occupant elects to maintain the Structure, Licensee must remove its existing facilities within 60 calendar days of written notice from AT&T.
 - 1.3.1 Nothing herein contained will be construed as a grant of any exclusive authorization, right, or privilege to Licensee. AT&T has the right to grant, renew, and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Structure covered by this Agreement and Licensee's rights hereunder.
- 1.4 Term. Unless sooner terminated as provided herein, the initial term of this Agreement is five (5) years from the Effective Date. Licensee must remove its facilities within 60 days after termination of the License.

2.0 DEFINITIONS

- 2.1. Definitions in General. As used in this Agreement, the terms set forth in Sections 2.2 to 2.14 have the following meanings.
- 2.2. **Conduit** means tubes or structures, usually underground or on bridges, containing one or more Ducts used to enclose cables, wires, and associated transmission equipment, and only to those structures, including Ducts and space within those structures. Conduit, with respect to this Agreement, refers to the Conduit located on Attachment 1, if any, that AT&T owns or controls.
- 2.3. **Conduit System** means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole.
- 2.4. **Duct** means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment, including innerducts created by subdividing a Duct into smaller channels.

- 2.5. **Handhole** means a structure similar in function to a Manhole, but which is too small for personnel to enter, and only to such structures which are part of AT&T's Conduit System; it does not refer to handholes which provide access to buried cables not housed within AT&T Ducts or Conduits.
- 2.6. **License** means a written instrument granting Licensee permission to install its facilities, in accordance with the AT&T-approved design, in or on the AT&T Structure identified on Attachment 1 and pursuant to the terms and conditions set forth herein.
- 2.7. **Maintenance Duct** means a full-sized Duct (typically 3 inches in diameter or larger), and may include an innerduct, for use on a short-term basis, for maintenance, repair, or emergency restoration activities. When only one usable full-sized Duct remains in a Conduit section, that Duct is the Maintenance Duct. AT&T may elect to reserve an innerduct, in addition to the full-sized Duct, for restoration purposes, dependent on the specific circumstances in a Conduit run.
- 2.8. **Make-Ready Survey** means AT&T's, or an AT&T authorized contractor's, engineering review of the Application Licensee submits to AT&T to identify any work necessary to make AT&T's Structure on Attachment 1 ready for Licensee's facilities. The review includes, but is not limited to, field review, records review, and validation against the standards referenced in Section 5.
- 2.9. **Make-Ready Work** means all work performed, or to be performed, to prepare AT&T's Structure, and any existing related facilities, for the requested occupancy of Licensee's facilities.
- 2.10. **Manhole** means an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in Structure which is part of AT&T's Conduit System.
- 2.11. **Other User** means an entity, other than Licensee, with facilities in or on AT&T's Structure to which Licensee has or will obtain access. Other Users may include, but are not limited to, other licensees, municipalities, governmental entities, and electric utilities.
- 2.12. **Poles** means the Poles located on Attachment 1, if any, that AT&T owns or controls.
- 2.13. **Right(s)-of-Way** means a party's legal rights to pass over or through property another party owns.
- 2.14. **Structure** means Poles, Ducts, and Conduits.

3.0 GENERAL PROVISIONS

- 3.1. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties with respect to Licensee's access to the Structure described on Attachment 1.
- 3.2. Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Licensee and AT&T relating to the placement and maintenance of Licensee's facilities in or on AT&T's Structure.
- 3.3. Effect on Licenses Issued Under Prior Agreements. All currently effective Structure Licenses AT&T granted to Licensee will, on the Effective Date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 3.4. Licensee's Responsibilities. Licensee is responsible for the contractor(s) it selects to install and maintain its facilities.
- 3.5. No Waiver. Either Party's failure to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any License subject to this Agreement, does not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.
- 3.6. Billing. Licensee must pay all rates and charges, as specified in this Agreement, within 30 days from the invoice date.

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- 3.7. Amendments Must Be in Writing. The terms and conditions of this Agreement will not be amended, changed, or altered except in writing and with approval by authorized representatives of both Parties.
- 3.8. Survival of Obligations. Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Agreement, any obligations of either Party under provisions of this Agreement relating to indemnification, limitations of liability, and any other provisions of this Agreement, which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement through any applicable statute of limitations period.
- 3.9. Force Majeure. Except for the payment of any amount due under this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of nature or a public enemy, fires, floods, disputes, labor disruptions, freight embargoes, earthquakes, volcanic actions, abnormal weather conditions and preparations therefor, wars, civil disturbances, cable cuts, pandemics, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform, including any ability to obtain necessary Structure as the result of a Force Majeure condition. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other Party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.
- 3.10. Severability. If any Article, Section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either Party, the invalidity of such provision will not render this entire Agreement unenforceable, and this Agreement will be administered as if it did not contain the invalid provision.
- 3.11. Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of Michigan, applied without regard to the provisions of Michigan's laws relating to conflicts-of-laws.
- 3.12. Applicable Laws. The Parties must at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties, including but not limited to any safety requirements required by Occupational Safety and Health Administration, traffic controls, warning devices, and Manhole purging and venting (Applicable Laws). Licensee must establish appropriate procedures and controls to ensure that all persons acting on Licensee's behalf comply with this Agreement.
- 3.12.1. AT&T makes no representations to Licensee, or personnel performing work on Licensee's behalf, that AT&T's Structure, or any specific portions thereof, will be free from environmental contaminants at any particular time. Licensee agrees to establish appropriate procedures and controls to ensure compliance with all applicable environmental laws and regulations including, but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j). Neither Licensee nor personnel working on Licensee's behalf may discharge water or any other substance from any AT&T Manhole or other part of the Condit System onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with industry standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material may be deposited on AT&T premises for storage or disposal.
- 3.13. No Third-Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied creates or will be construed to create any third-party beneficiary rights hereunder. This Agreement does not provide any person, not a Party hereto, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

- 3.14. Subcontracting. If either Party retains or engages any contractor or subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through contractors or subcontractors. Each Party is solely responsible for payments due that Party's contractors or subcontractors. No contractor or subcontractor will be deemed a third-party beneficiary for any purposes under this Agreement. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee, or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. Licensee will not permit any lien to be filed against AT&T's Structure for any labor or materials in connection with work of any character performed or claimed to have been performed in or on AT&T's Structure at Licensee's direction.
- 3.15. Authority. Each person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 3.16. Counterparts. This Agreement may be executed in counterparts. Each counterpart is considered an original and such counterparts together constitute one and the same instrument.

4.0 RIGHTS OF WAY/QUIET ENJOYMENT

- 4.1. Licensee is solely responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, ROW, license, permit, permission, certification, or franchise to construct, operate, and/or maintain its facilities on private and public property at the location of the AT&T Structure in and on which Licensee seeks to place and attach its facilities and bears all expenses, including legal expenses, involved in making such determinations. The License granted under this Agreement authorizes Licensee to place facilities in or on AT&T's Structure identified on Attachment 1 but does not affect the rights of landowners to control the terms and conditions of access to their property. Licensee agrees that neither it nor any person or entity acting on its behalf will engage in any conduct which damages property in the vicinity of AT&T's Structure, interferes in any way with the use or enjoyment of property, or creates a hazard or nuisance on such property.
- 4.2. Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party will restrict or interfere with the other Party's access to or right to occupy property owned by third parties.

5.0 SPECIFICATIONS

- 5.1. Compliance with Requirements, Specifications, and Standards. Licensee's facilities placed in or on AT&T's Structure must be placed, constructed, maintained, repaired, and removed in full compliance with the current (as of the date when such work is performed) editions of the following publications:
- 5.1.1. the Blue Book Manual of Construction Procedures, Special Report SR-1421, published by Bell Communications Research, Inc. (Bellcore) or its successors, and sometimes referred to as the Blue Book;
 - 5.1.2. the National Electrical Safety Code (NESC), published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE);
 - 5.1.3. the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA); and
 - 5.1.4. the AT&T Structure Access Guidelines located at:
https://clec.att.com/clec_documents/unrestr/hb/13%20State/250/sa21/Structure-Access-Guidelines-10012015.pdf.
- 5.2. Authorized Contractor. Licensee must use a contractor on AT&T's list of contractors (Authorized Contractor) to perform any Make-Ready Survey and Make-Ready Work or install, maintain, and/or remove its facilities in

- or on AT&T's Structure. AT&T and Licensee agree that Licensee may use Insight LPR, LLC, Attention: John Nethery, 1014 MS-471, Brandon, MS 39402 (john.nethery@insightLRP.com) to install, maintain, and/or remove its facilities in or on AT&T's Structure. Designation of an Authorized Contractor for a specific category of tasks will not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor will identification of an Authorized Contractor within a single state constitute authorization of such Authorized Contractor for any other state. Licensee is solely responsible for paying for, and for directing, the activities of all persons, including Authorized Contractors, acting on Licensee's behalf while they are physically present in, on, or near AT&T's Structure.
- 5.3. Licensee will notify AT&T not less than 5 business days in advance before entering AT&T's Manhole(s) to perform non-emergency work operations. Such operations must be conducted during normal business hours except as the Parties otherwise agree in writing. The notice must state the general nature of the work to be performed.
- 5.3.1. An authorized employee or representative of AT&T may be present at any time when Licensee, or its Authorized Contractor, performs work in AT&T's Conduit System. If AT&T is not available when Licensee notifies AT&T of its intent to perform work in AT&T's Conduit System, then AT&T may perform a post-construction inspection. Licensee must reimburse AT&T for actual and customary costs associated with the presence of AT&T's authorized employee or representative.
- 5.4. Licensee must obtain the necessary authorization from AT&T and the appropriate authorities prior to opening any Manhole.
- 5.5. Licensee is responsible for ensuring that its Authorized Contractor has received the training necessary to safely perform any assigned work in, on, or near AT&T's Structure. Licensee agrees that its facilities placed in or on AT&T's Structure will be constructed, placed, maintained, and removed in accordance with Applicable Laws.
- 5.6. AT&T may perform Duct clearing, rodding, or modifications required to grant Licensee access to AT&T's Conduit System at Licensee's expense at charges which represent AT&T's actual costs.
- 5.7. Personnel performing work on AT&T's or Licensee's behalf in AT&T's Conduit System will not climb on, step on, or otherwise disturb the other Party's or any Other User's cables, air pipes, equipment, or other facilities located in any Manhole or other part of AT&T's Conduit System.
- 5.8. Replacement of Facilities/Routine Maintenance. Licensee may replace existing facilities in or on AT&T Structure with new facilities with notice to, and approval from, AT&T. Routine maintenance does not require such notice, nor does it include the replacement or modification of Licensee's facilities in any manner.
- 5.9. Required Rearrangement/Transfer of Licensee's Facilities. Licensee must cooperate with AT&T and Other Users in making rearrangements/transfers of Licensee's facilities in or on AT&T's Structure as may be necessary, and the costs Licensee incurs in making such rearrangements/transfers will be borne by the party requiring such rearrangements, in accordance with then Applicable Law, or Licensee in the case of maintenance of the associated Structure.
- 5.10. AT&T will give Licensee written notice of the need to rearrange/transfer its facilities pursuant to Section 5.10. The notice will state the date by which Licensee must complete such rearrangements/transfers. If Licensee does not complete the rearrangements/transfers by the prescribed time, AT&T may rearrange/transfer Licensee's facilities at Licensee's expense, and such costs will be assigned in accordance with Section 5.10. In no event will AT&T be liable to Licensee or Other User for damages or other harm caused by, or in connection with, any such AT&T rearrangement/transfer, except to the extent caused by AT&T's gross negligence.
- 5.11. Responsibility for Emergency Repairs. In general, each Party is responsible for making and paying for emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs. The Parties will work cooperatively to ensure that an emergency repair is completed as soon as practical. AT&T has sole discretion regarding the order of precedence of work operations, the

allowance of access to its Maintenance Ducts and/or Manholes, as well as the establishment of timeframes associated with the use of the Maintenance Ducts and/or Manholes. If Licensee fails to vacate the Maintenance Duct in the time AT&T prescribes, AT&T may install a maintenance Conduit at Licensee's expense. Licensee must provide AT&T with the emergency contact number of Licensee's designated point of contact for coordinating the handling of emergency repairs of Licensee's facilities and will thereafter notify AT&T of any changes to such information.

- 5.12. Emergency Pole Replacement. When an emergency Pole replacement is required, AT&T will promptly make a good faith effort to contact Licensee regarding the emergency and determine whether Licensee will respond to the emergency in a timely manner. AT&T and Licensee will work cooperatively to determine whether Licensee's Authorized Contractor will transfer Licensee's facilities. If Licensee's Authorized Contractor is unable to do so immediately, Licensee must so advise AT&T and thereby authorize AT&T or AT&T's contractor (or any Other User sharing the Pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Licensee's behalf and at Licensee's expense.
- 5.13. Unserviceable Pole Replacements. AT&T will give Licensee written notice of the need for Licensee to transfer its facilities as the result of a Pole replacement. The notice will state the date by which said transfer is to be completed. If Licensee does not complete such transfer within the time prescribed in the notice, AT&T or its contractor may complete those transfers at Licensee's expense. In no event will AT&T be liable to Licensee for damages or other harm caused by or in connection with any such transfers completed by AT&T and/or its contractor, except to the extent caused by AT&T's gross negligence.
- 5.14. When Licensee no longer intends to occupy space in or on AT&T's Structure, Licensee must provide written notice to AT&T that it wishes to terminate the License with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Licensee's facilities, the License will terminate, Licensee must remove its facilities within 60 days, and the space will be available for reassignment. Licensee must not abandon any of its facilities by leaving such facilities in or on AT&T's Structure. AT&T reserves the right to remove Licensee's facilities, at Licensee's expense, if Licensee's facilities are no longer in active use.
- 5.15. Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities must, while working in, on, or near AT&T's Structure, carry with them suitable identification and produce such identification upon the request of any AT&T employee or person acting on AT&T's behalf.

6.0 APPLICATIONS, SURVEYS, ESTIMATES, AND MAKE-READY WORK

- 6.1. Licenses Required. Prior to placing facilities in or on the Structure covered by this Agreement, Licensee must apply in writing for, and receive, a License through the Application process as set forth on CLEC Online: <https://clec.att.com/clec/hb/shell.cfm?section=2900&hb=185>.
- 6.2. Structure Access Request Form (Application). Licensee must submit to AT&T the appropriate AT&T Application, including all information requested thereon, to place facilities in or on AT&T's Structure with prepayment of any estimated expenses, as identified on the Application. If an Application is withdrawn, Licensee is responsible for all expenses AT&T incurred, relative to that Application, prior to the withdrawal.
- 6.3. Make-Ready Survey (Survey). Upon receipt of the complete Application, AT&T will schedule the Survey to:
 - 6.3.1. determine whether and where attachment is feasible based on capacity, safety, reliability, and generally applicable engineering purposes;
 - 6.3.2. confirm or determine the Make-Ready Work, if any, necessary to accommodate Licensee's placement of facilities in or on AT&T Structure; and
 - 6.3.3. plan and engineer the Make-Ready Work, if any, required to prepare AT&T's Structure, and associated facilities for Licensee's proposed occupancy.
- 6.4. Selection of Space. AT&T will select the space Licensee will occupy in or on AT&T's structure. Licensee's obligation to pay Attachment Fees commences on the date AT&T assigns the space to Licensee.

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- 6.5. Estimate and Acceptance of Estimate. AT&T will present to Licensee an estimate of charges directly associated with performing all necessary Make-Ready Work identified during the Survey and involving AT&T-owned facilities. In addition, AT&T will provide a description of Make-Ready Work required of Other Users to accommodate Licensee's proposed facilities.
- 6.6. Make-Ready Work. Upon receipt of payment(s) specified in Section 6.5, AT&T will notify immediately and in writing Licensee and all known Other Users that may be affected by the Make-Ready Work required for Licensee's facilities.
 - 6.6.1. The notice will specify the location and type of Make-Ready Work to be performed and state the name, telephone number, and e-mail address of a person to contact for more information about the Make-Ready Work procedure.
 - 6.6.2. AT&T must approve, and authorize in writing, prior to implementation, any deviation from the Make-Ready Work design AT&T provided to Licensee. Licensee will not conduct any work in a manner which degrades the integrity of AT&T's Structure or interferes with any existing use of AT&T's facilities or the facilities of any Other User.
 - 6.6.3. Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. While AT&T is responsible for notifying Other Users pursuant to this Section, Licensee must arrange payment with Other Users regarding expenses Other Users incur to accommodate the placement of Licensee's facilities in or on AT&T's Structure.
- 6.7. License and Facilities Attachment. Subject to Section 6.1, after all required Make-Ready Work is completed, AT&T will issue a License confirming that Licensee may place specified facilities in or on AT&T's Structure. In the absence of any Make-Ready Work requirements, AT&T will issue the License upon approval of the Application, which is coincident with completion of the Survey. Licensee is solely responsible for: (a) the actual placement of its facilities in or on AT&T's Structure; and (b) all costs and expenses incurred on its behalf in connection with such activities.
- 6.8. Each License issued pursuant to this Agreement incorporates all terms and conditions of this Agreement, whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.
- 6.9. Licensee must provide written notice to AT&T indicating the completion of construction of its facilities in accordance with the AT&T-approved Application within 20 calendar days of Licensee's construction completion date.

7.0 AT&T INSPECTION OF LICENSEE'S FACILITIES AND NOTICE OF NON-COMPLIANCE

- 7.1. Right to Make Inspections. AT&T has the discretionary right, but not the obligation, to make inspections, at Licensee's expense, of Licensee facilities placed in or on AT&T's Structure to help ensure compliance with the standards identified in Section 5.
- 7.2. Notice of Noncompliance/Bringing Facilities into Compliance. If, pursuant to an inspection, AT&T determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T may send notice to Licensee specifying the alleged noncompliance. Licensee will acknowledge receipt of the notice as soon as practicable and must bring its noncompliant facilities into compliance within such time as AT&T and Licensee mutually agree in writing. If the violation creates a hazardous condition, Licensee must bring its facilities into compliance upon notification. Licensee must notify AT&T when the facilities have been brought into compliance.
- 7.3. No Liability on AT&T. Neither AT&T's inspection of Licensee's facilities nor AT&T's failure to inspect such facilities will operate to impose any liability on AT&T of any kind whatsoever or to relieve Licensee of any responsibility, obligation, or liability under this Section or otherwise existing.
- 7.4. Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within the agreed upon timeframe, AT&T may, at its option and Licensee's expense, take such steps as may be

required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

- 7.5. Unauthorized Facilities. Attachment Fees continue to accrue for the entire period any of Licensee's unauthorized facilities are attached to AT&T's Structure. In addition, Licensee must: (a) submit an Application in accordance with Section 6.2 and consequently rearrange or remove its unauthorized facilities at AT&T's request to comply with applicable placement standards; (b) remove its facilities from any space occupied by or assigned to AT&T or Other User; and (c) pay AT&T for all costs AT&T incurred in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Licensee's unauthorized facilities. In addition to any other fees or payments required as the result of the requirements of this Section and any other term of this Agreement, Licensee must pay an unauthorized facility fee of \$500 for each unauthorized facilities attachment to any single Pole or Conduit within a Manhole. If Licensee fails to remove its unauthorized facilities within time AT&T prescribes, AT&T may remove such facilities and store them at Licensee's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Licensee for any injury, loss, or damage resulting from such actions. Moreover, Licensee must reimburse AT&T for its costs in connection with such removal, storage, delivery, or other disposition of the removed facilities.

8.0 FEES

- 8.1. Attachment Fees. Notwithstanding any other fees due under the other terms of this Agreement, Licensee must pay AT&T \$500.00 (Agreement Term Fee), within 30 days of the Effective Date of this Agreement, for the License issued pursuant to this Agreement. If AT&T revokes this Agreement pursuant to Section 16.5, AT&T will reimburse Licensee the pro-rata portion of the Agreement Term Fee from the effective date of termination, as defined in Section 16.5, through the expiration date of this Agreement. If Licensee terminates this Agreement pursuant to Section 16.5 of this Agreement, Licensee forfeits its right to any portion of the Agreement Term Fee.
- 8.2. Late Fees. In the event Licensee fails to pay an amount due and payable within the period of time set forth for payment in this Agreement, interest accrues on the unpaid balance thereof at the rate of 1 ½% or the maximum interest rate permitted by law, whichever is the lesser amount per month, for each month from the expiration of such period until AT&T receives payment.
- 8.3. Billing Information. AT&T will bill Licensee at the following address and use the following information to contact Licensee regarding invoices:

NOTICE CONTACT

LICENSEE	<u>Green Oak Township Police Department</u>
NAME/TITLE	<u>Chief Steven Kramer</u>
STREET ADDRESS	<u>9400 Whitmore Lake Rd</u>
CITY, STATE, ZIP CODE	<u>Brighton, MI 48116</u>
TELEPHONE NUMBER	<u>810-231-9626</u>
E-MAIL ADDRESS	<u>Steven.kramer@greenoakpolice.com</u>
FACSIMILE NUMBER	<u>810-231-9627</u>

9.0 NOTICES

- 9.1. **AT&T:** Region/state-specific contact information is available in an online document found at the following URL: <https://clec.att.com/clec/hb/shell.cfm?section=2921>.

NOTICE CONTACT

LICENSEE	<u>Green Oak Township Police Department</u>
NAME/TITLE	<u>Chief Steven Kramer</u>
STREET ADDRESS	<u>9400 Whitmore Lake Rd</u>
CITY, STATE, ZIP CODE	<u>Brighton, MI 48116</u>
TELEPHONE NUMBER	<u>810-231-9626</u>
E-MAIL ADDRESS	<u>Steven.Kramer@greenoakpolice.com</u>
FACSIMILE NUMBER	<u>810-231-9627</u>

- 9.2. Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of notices by giving written notice to the other Party.
- 9.3. Notices under this Agreement must be in writing and be delivered by: (a) mail, return receipt requested; (b) overnight mail with tracking; (c) by electronic mail (email); or (d) by facsimile. Notice will be deemed given as of the earliest the date of delivery or, in the case of electronic mail or facsimile, the date sent.
- 9.4. **Force Majeure.** AT&T Force Majeure declarations can be found at the following URL: <https://clec.att.com/clec/shell.cfm?section=2535>.

10.0 DISCLAIMER OF WARRANTIES

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T'S STRUCTURE IS SUITABLE FOR LICENSEE'S INTENDED USES OR IS FREE FROM DEFECTS. LICENSEE MUST, IN EVERY INSTANCE, DETERMINE THE ADEQUACY OF AT&T'S STRUCTURE FOR LICENSEE'S INTENDED USE.

11.0 NONPAYMENT

- 11.1. Failure to pay charges is grounds for removal of Licensee's facilities from AT&T's Structure. AT&T's exercise of this option will not relieve Licensee's obligation to pay all charges on each and every invoice on or before the applicable due date.

12.0 INDEMNIFICATION

- 12.1. Definitions. The following terms have the described meanings when used in Sections 12.1 through 12.4:
- 12.1.1. **AT&T Indemnifying Entities** means AT&T, as defined in the opening paragraph immediately preceding Section 1, its parents, subsidiaries, affiliates, agents, contractors, directors, employees, subcontractors, or any other person or entity acting directly or indirectly on AT&T's behalf.
- 12.1.2. **Claims** means any allegation, claim, demand, or lawsuit, of any kind and character, including but not limited to claims for property damage, personal injury, including sickness and disease, and/or death.
- 12.1.3. **Liability** means any and all loss, damage, liability, settlement amount, judgment, order, award, cost, fee, fine, penalty, or expense, of every kind and character, including but not limited to costs of defense and attorneys' fees.

- 12.1.4. **Licensee Indemnifying Entities** means Licensee, as defined in the opening paragraph immediately preceding Section 1, its parents, subsidiaries, affiliates, agents, contractors, directors, employees, subcontractors, or any other person or entity acting directly or indirectly on Licensee's behalf
- 12.2. Licensee Indemnifying Entities' Indemnification Obligations to AT&T: To the extent permitted by law, Licensee will indemnify, hold harmless, and, on request, defend AT&T, at Licensee's sole expense, from any Claim or Liability, arising out of Licensee's work in, on, or in the vicinity of AT&T's Structure and/or Licensee's access to or use of AT&T's Structure, including any claims arising from AT&T's alleged negligence. Further, Licensee waives any claim of damage against AT&T which may arise for any damage caused to Licensee's facilities while affixed to AT&T's Structure, except to the extent caused by AT&T's willful or intentional misconduct, or negligence.
- 12.3. AT&T Indemnifying Entities' Indemnification Obligations to Licensee: AT&T will indemnify, hold harmless, and, on request defend Licensee from any Claim or Liability, if such Claim and/or Liability arises out of AT&T's work in, on, or in the vicinity of AT&T's Structure and/or AT&T's access to or use of AT&T's Structure, except to the extent caused by Licensee's willful or intentional misconduct, or gross negligence.
- 12.4. The Indemnification Obligations Identified in Sections 12.2 and 12.3 include, but are not limited to the following types of Claims and/or Liabilities: (a) workplace Claims and/or Liabilities from AT&T or Licensee; (b) Claims and/or Liabilities brought by Licensee's or AT&T's vendors, suppliers, and customers; (c) third-party Claims; (d) environmental Claims and/or Liabilities arising out of or in connection with: (i) an alleged violation or breach by Licensee or AT&T of any federal, state, or local environmental statute, rule, regulation, ordinance, or other law and/or any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment; (ii) the release or discharge, onto any public or private property of any hazardous substances, regardless of the source of such hazardous substances, by Licensee or AT&T; and/or (iii) the removal, disposal, storage, processing or other handling of any hazardous substances by Licensee or AT&T from the site of any AT&T Structure; (d) Claims and/or Liabilities for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T or Licensee due to the placement or presence of Licensee's or AT&T's facilities and/or attachments in or on AT&T's Structure; (e) Claims and/or Liabilities based on Licensee's or AT&T's alleged violation of any third-party's intellectual property rights, including but not limited to Claims and/or Liabilities for copyright infringement, patent infringement, unauthorized use or transmission of television or radio broadcast programs or other material, unauthorized use of any apparatus, appliances, equipment, or parts thereof furnished, installed, and/or utilized by Licensee or AT&T; (f) Claims and/or Liabilities based on Licensee's or AT&T's furnishing, performance, or use of any material supplied or any product Claims or Liabilities relating to any material supplied; (g) Claims or Liabilities based on Licensee's or AT&T's failure to comply with any term of this Agreement or any applicable local, state, or federal statute, rule, regulation, ordinance or other law, including but not limited to OSHA; and (h) any Claims and/or Liabilities for economic damages that may arise, including damages for delay or other related economic damages that Licensee or AT&T may suffer or allegedly suffer as a result of Licensee's or AT&T's performance or failure to perform work.

13.0 LIABILITIES AND LIMITATIONS OF LIABILITY

- 13.1. AT&T Not Liable to Licensee for Acts of Third Parties or Acts of Nature. By affording Licensee access to AT&T's Structure, AT&T does not warrant, guarantee, or ensure Licensee's uninterrupted use of such Structure. Except as specifically provided in Section 13.3 of this Agreement, Licensee assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Licensee's facilities placed in or on AT&T's Structure, and AT&T is not liable to Licensee for any damages to Licensee's facilities other than as provided in Section 13.3. In no event will AT&T be liable to Licensee under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of: (1) any Other User or any person acting on any Other User's behalf; (2) any governmental body or governmental employee; (3) any third-party property owner or persons acting on behalf of such property owner; or (4) any permittee, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T Structure in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event is AT&T liable to Licensee under

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this Agreement for injuries, losses, or damages resulting from acts of nature (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage, or other criminal acts, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Agreement.

- 13.2. Damage to Facilities. Each Party must exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party must make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other Party, and/or Other Users for any property damage caused by the Party or persons acting on the Party's behalf.
- 13.3. No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this Section may be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of Applicable Law.
- 13.4. EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO NON-ECONOMIC LOSS, DAMAGES FOR INCREASED COST OF OPERATIONS, LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

14.0 INSURANCE

- 14.1. At all times in which Licensee has facilities in or on AT&T Structure, Licensee must keep and maintain in effect, at its own expense, the minimum insurance coverage and limits set forth below. Licensee must require that all contractors, subcontractors, and/or any other person acting on Licensee's behalf maintain coverage, requirements, and limits at least as broad as those listed below and, with respect to any maintained on a claims-made basis, for 2 years thereafter. Licensee must procure the required insurance from an insurance company eligible to do business in Michigan and having and maintaining a minimum rating of A-:VII from A.M. Best Key Rating Guide.
 - 14.1.1. Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits, and \$1,000,000 for Bodily Injury by disease-each employee. In states where Workers' Compensation insurance is a monopolistic state-run system, Licensee must carry and maintain Stop Gap Employer's Liability insurance with limits of not less than \$1,000,000 each accident or disease.
 - 14.1.2. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; and \$2,000,000 Products/Completed Operations Aggregate limit. AT&T, its affiliates, officers, agents, and employees must be endorsed as additional insureds on the Commercial General Liability policy. The liability policies will be primary and non-contributory from any insurance that AT&T maintains. Licensee must maintain Products/Completed Operations coverage for at least 2 years following completion of the work.
 - 14.1.3. Umbrella/Excess Liability insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that AT&T maintains and must include additional insured coverage as required for the underlying Commercial General Liability and Automobile Liability policies.

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- 14.1.4. Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired, and non-owned vehicles. AT&T, its affiliates, officers, agents, and employees must be endorsed as additional insureds on a primary and noncontributory basis.
- 14.2. To the extent allowed by law, Licensee must waive and require all insurers to endorse its policies to waive, any right of recovery, under subrogation or otherwise, in favor of AT&T, its affiliates, subsidiaries, officers, directors, employees, and agents, including any deductibles and self-insured retentions.
- 14.3. Licensee agrees to provide AT&T and/or its third-party administrator Certificates of Insurance and copies of the required endorsements stating the types of insurance and policy limits.
- 14.4. AT&T agrees to accept Licensee's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 14.4.1. Workers' Compensation and Employers Liability: Licensee must submit to AT&T its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by Michigan or the employer's state of hire, supply such Certificate annually, and obtain Worker's Compensation immediately if the state rescinds the Certificate of Authority to self-insure; and
- 14.4.2. Automobile Liability: Licensee must submit to AT&T a copy of the state-issued letter approving self-insurance for automobile liability issued by Michigan, supply such letter annually, and obtain Automobile Liability insurance immediately, satisfying the requirements herein, if the state rescinds the authority to self-insure; and
- 14.4.3. General Liability: Licensee must provide annually a copy of its most recent audited financial statement with an unqualified opinion from the auditor along with evidence acceptable to AT&T that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's or Standard and Poor's, or a current Dunn and Bradstreet report with a composite credit appraisal of 1 or 2. Licensee must obtain Commercial General Liability insurance immediately, satisfying the requirements herein, if it is unable to comply with the financial strength requirements above.
- 14.4.4. Licensee is currently self-insured through the Michigan Municipal Risk Management Authority, and AT&T accepts this self-insurance as meeting the requirements herein.
- 14.5. All insurance required in accordance with this Section must be in effect before AT&T will issue any Licenses under this Agreement. Annually, Licensee must provide renewal Certificates of Insurance prior to expiration of any policy.
- 14.6. Licensee agrees to provide AT&T with at least 30 calendar days' advance written notice of cancellation, material reduction, or non-renewal of any of the insurance policies required herein that are not replaced.
- 14.7. The Parties agree that:
- 14.7.1. AT&T's failure to demand certificates of insurance or identify a deficiency will not be construed as a waiver of Licensee's obligation to maintain the insurance required;
- 14.7.2. The insurance required does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor will it be deemed as a limitation on Licensee's liability to AT&T;
- 14.7.3. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance; and
- 14.7.4. Licensee is responsible for payment of any deductible or self-insured retention.

15.0 ASSIGNMENT OF RIGHTS

- 15.1. Sub-Permits. Nothing contained in this Agreement grants Licensee the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or License subject to this Agreement to any third party.

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Except as otherwise expressly permitted in this Agreement, Licensee will not allow any third party to place facilities in or on AT&T's Structure space assigned to Licensee or to utilize such space.

- 15.2. Assignment. Licensee may not assign, or otherwise transfer its rights or obligations, under this Agreement. AT&T may assign its rights, delegate its benefits, and delegate its duties under this Agreement, without Licensee's consent, to any entity.

16.0 TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

- 16.1. Subject to notice and the opportunity to cure as provided in Section 16.3 below, at AT&T's sole discretion, the License subject to this Agreement terminates if: (a) Licensee ceases to make active use of the applicable portion of AT&T's Structure; (b) Licensee ceases to utilize the facilities in or on AT&T's Structure; or (c) Licensee's permission to use or have access to AT&T's Structure has been revoked, denied, or terminated by local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 16.2. Limitation, Termination, or Refusal of Access for Certain Material Breaches. Licensee's access to AT&T's Structure must not materially interfere with or impair service over AT&T's or Other Users' facilities, cause material damage to AT&T's or Other Users' plant, impair the privacy of communications carried over AT&T's or Other Users' facilities, or create serious hazards to the health or safety of any persons working in, on, or near AT&T's Structure, or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate, or refuse access if Licensee violates this provision.
- 16.3. Notice and Opportunity to Cure Breach. In the event either Party claims a breach of this Agreement, the aggrieved Party may give written notice of such claimed breach.
- 16.3.1 The complaining Party will not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given; and
- 16.3.2 The breaching Party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days; or
- 16.3.3 If the breach is one that cannot be cured within 30 days, such other period of time as AT&T prescribes, in writing, at its sole discretion.
- 16.4. Remedies for Breach. Subject to the provisions of this Section, either Party may terminate this Agreement in the event the other Party materially breaches this Agreement or exercise any other legal or equitable right, which such Party may have to enforce the provisions of this Agreement. In the event that Licensee fails to timely comply with the obligations under Section 16 and fails to cure the breach within 30 days of AT&T's written notice (or such other period of time as AT&T prescribes in writing) demanding that Licensee cure such breach, then AT&T will be entitled to pursue any and all rights and remedies to enforce the terms of this Agreement regarding such breach, and Licensee agrees to pay AT&T's costs of such suit, including reasonable attorneys' fees.
- 16.5. Elective Termination. Either Party may terminate this Agreement by giving the other Party at least 6 months' prior written notice as provided in this Section. The notice of termination must state the effective date of termination, which date will be no earlier than the earliest of the following dates: (a) the last day of the current term of this Agreement; or (b) 6 months after the date the notice is given.
- 16.6. Elective Termination by AT&T. In the event of elective termination by AT&T, Licensee will remove its facilities in accordance with the provisions in Section 1.4.
- 16.7. Effect of Elective Termination. Either Party's elective termination of this Agreement, as permitted under this Agreement, does not affect either Party's liabilities or obligations incurred under this Agreement prior to the effective date of termination and will not entitle Licensee to the refund of any advance payment made to AT&T under this Agreement.

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- 16.8. AT&T's Required Termination. AT&T may terminate this Agreement at any time if, in its sole discretion, such action is required. In the event of AT&T's required termination, Licensee will remove its facilities within 60 days or such other time as AT&T requires. In the event of required termination, AT&T will reimburse Licensee the pro-rata portion of the Agreement Term Fee from the effective date of termination through the expiration date of this Agreement.

Green Oak Charter Township

**AT&T by AT&T Services, Inc., its
authorized agent**

Signature:

Signature:

Name: Mark St.
Charles

Name:

(Print or Type)

(Print or Type)

Title:
Supervisor

Title:

(Print or Type)

(Print or Type)

Date:

Date:



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. Information only.
5. The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document. **AT&T, ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES COMMERCIAL LICENSE AGREEMENT FOR STRUCTURE ACCESS.**
6. Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
AT&T NETWORK ENGINEERING & OPERATIONS
555 E COOK ST.
SPRINGFIELD, IL 62703

Member:
GREEN OAK CHARTER TOWNSHIP
10001 SILVER LAKE ROAD
BRIGHTON, MI 48116

Certificate Expiration Date: July 1, 2025
Date Issued: May 30, 2024

Member Number: # M0000994
Effective Date of Membership: 7/1/1998

Distribution:
Mark St. Charles, Green Oak Charter Township
MMRMA Underwriting

Authorized Representative

SECTION 4 DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**

means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**

means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.

3. **BODILY INJURY**

means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. **COVERED CONTRACT**

means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

- a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;
- b) indemnify any independent contractor or employee of any independent contractor;
- c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or
- d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. **DAMAGES**

means any or all of the following:

- a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;

GREEN OAK CHARTER TOWNSHIP

At a regular meeting of the Township Board of Green Oak Charter Township, Livingston County, Michigan, in accordance with the Open Meetings Act, Public Act 267 of 1976, as amended, MCL 15.261 et. seq., the Township Board meeting held on the 19th day of June 2024, at 7:00 p.m., Eastern Time, at Green Oak Charter Township Hall in Brighton, Michigan there were:

PRESENT: _____

ABSENT: _____

**RESOLUTION NUMBER 19-2024
RESOLUTION ACCEPTING OPIOID LITIGATION
SETTLEMENT FUNDS FROM KROGER AND AUTHORIZING ACCEPTANCE OF
ADDITIONAL OPIOID RELATED SETTLEMENTS AND PLANS**

The following Preamble and Resolution were offered by Board Member _____ and supported by Board Member _____.

WHEREAS, Green Oak Charter Township has previously opted into and has begun receiving funds from national opioid litigation settlements reached against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson as well as from settlements from national pharmacies, CVS, Walmart and Walgreens and against two pharmaceutical companies, Teva Pharmaceutical Industries and AbbVie/Allergan. All these settlements relate to the role of these companies in the manufacture, distribution, sale and marketing of opioids; and

WHEREAS, the Township was recently notified that it is eligible to receive funds from an additional lawsuit settlement reached with Kroger, which is alleged to participated in the over distribution of opioids through its pharmacies. In order to receive these settlement funds, the Township must opt into the settlement, waive claims against Kroger for the same allegations, agree to spend the funds on opioid remediation and to accept the jurisdiction of the Court; and

WHEREAS, Since it is likely that there may be additional opioid litigation settlements or plans of bankruptcy reorganization for companies involved in activities relating to

the opioid crisis, the Board desires to authorize the Township Supervisor to accept the settlement terms and bankruptcy reorganization plans and funds as long as the Township Attorney does not have any legal concerns with the settlement or reorganization terms.

NOW, THEREFORE, IT IS RESOLVED, that the Township opts into the Kroger settlement, accepts the terms of the settlement, including that the funds must be spent on opioid remediation and authorizes the Township Supervisor to take all necessary actions to receive the settlement funds.

BE IT FURTHER RESOLVED, that the Township authorizes the Township Supervisor to take the necessary actions to accept additional opioid settlement funds and opioid related bankruptcy plans of reorganization, as long as the Township Attorney reviews the terms and does not have any concerns with the settlement or reorganization and the funds are used as required by the settlement or plan.

AYES:
NAYES:
ABSENT:
ABSTENTIONS:

The Resolution was declared adopted.

BY ORDER OF THE TOWNSHIP BOARD:

Mark St. Charles, Supervisor

Michael H. Sedlak, Clerk

CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Green Oak Charter Township, Livingston County, Michigan, hereby certifies that the foregoing Resolution is a true and correct copy of a Resolution adopted by the Township Board at a Regular Meeting held on June 19, 2024.

Michael H. Sedlak
Green Oak Township Clerk, MiPMC, CMC

AGENDA ITEM SHEET

MEETING DATE: June 19, 2024

PERSON PLACING ITEM ON AGENDA: Mark St. Charles, Supervisor

AGENDA TOPIC: Appointment to the Historic District Commission? Study Committee

I am recommending **Josie Parker** at her request to be appointed to a three-year term to the Historic District Commission which includes the study committee, term expiring 12/31/2026.

SUPPORTING DOCUMENTATION:

POSSIBLE COURSES OF ACTION:

SUGGESTED MOTION: **Motion to approve the Appointment of Josie Parker to the HDC/ Study Committee.**

TYPE OF VOTE: ROLL CALL _____ VOICE VOTE X

StCharles, Mark

From: Josie Parker <josieisatbarn@gmail.com>
Sent: Tuesday, May 14, 2024 4:14 PM
To: supervisor@greenoaktwp.com

Dear Supervisor St. Charles,

I am writing with interest in serving on the Historic District Commission and/or the Historic District study committee. Without knowing the time commitments, I'm not willing to commit to both.

I served as Director of the Ann Arbor District Library for 20 years, and in that time period was involved in five building projects. I grew up in a builder's household, and have a deep respect for the craftsmanship and planning that is used in buildings, historic and modern. As a librarian, preserving history whether it is printed or built is important to me.

My work in governmental units, all district libraries in MI for 27 years, gives me an understanding and appreciation for budgets, and for the need to adhere to the standards and requirements in determining whether a structure qualifies as historic or not, and why.

I am a township resident residing at 10336 Marshall Road, South Lyon 48178.
My phone number is 734.330.6628.

Thank you for your consideration.

Sincerely,

Josie Parker