

# Oak Park

# City Council Agenda

January 6, 2020





**AGENDA**  
**REGULAR CITY COUNCIL MEETING**  
**38<sup>th</sup> CITY COUNCIL**  
**OAK PARK, MICHIGAN**  
**January 6, 2020**  
**7:00 PM**

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**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

**5. CONSENT AGENDA**

The following routine items are presented for City Council approval without discussion, as a single agenda item. Should any Council Member wish to discuss or disapprove any item it must be dropped from the blanket motion of approval and considered as a separate item.

A. Regular City Council Meeting Minutes of December 16, 2019

B. Special City Council Meeting Minutes of December 16, 2019

C. Parks and Recreation Commission Meeting Minutes of November 20, 2019

D. Arts and Cultural Diversity Commission Meeting Minutes of May 9, 2019, June 13, 2019, September 12, 2019, October 10, 2019, and November 14, 2019

E. Payment of an invoice from G2 Consulting Group for material testing on the 9 Mile Road Diet Project for the total amount of \$1,904.75

F. Licenses - New and Renewals as submitted for January 6, 2020

**6. RECOGNITION OF VISITING ELECTED OFFICIALS**

**7. SPECIAL RECOGNITION/PRESENTATIONS: None**

**8. PUBLIC HEARINGS: None**

**9. COMMUNICATIONS: None**

**10. SPECIAL LICENSES: None**

**11. ACCOUNTING REPORTS: None**

**12. BIDS: None**

**13. ORDINANCES: None**

**14. CITY ATTORNEY:**

**15. CITY MANAGER:**

**Administration**

A. Request approval of Interlocal Agreement between Oakland County and the City of Oak Park regarding Michigan Indigent Defense Commission (MIDC) Continuing Legal Education Requirements subject to review by the City Attorney

**16. CALL TO THE AUDIENCE**

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. "Any person while being heard at a City Council Meeting may be called to order by the Chair, or any Council Member for failure to be germane to the business of the City, vulgarity, or personal attacks on persons or institutions." There is a three minute time limit per speaker.

**17. CALL TO THE COUNCIL**

**18. ADJOURNMENT**

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Accommodations to participate at a Council Meeting will be made with 7-day prior notice.



**CITY OF OAK PARK, MICHIGAN  
REGULAR COUNCIL MEETING OF THE  
38<sup>th</sup> OAK PARK CITY COUNCIL  
December 16, 2019  
7:00 PM**

**MINUTES**

The meeting was called to order at 7:00 PM by Mayor McClellan in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

**PRESENT:** Mayor McClellan, Mayor Pro Tem Burns, Council Member Weiss,  
Council Member Edgar

**ABSENT:** Council Member Radner

**OTHERS**

**PRESENT:** City Manager Tungate, City Clerk Norris, City Attorney Duff

**APPROVAL OF AGENDA:**

**CM-12-390-19 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS  
PRESENTED – APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the agenda as presented.

Voice Vote:	Yes:	McClellan, Burns, Weiss, Edgar
	No:	None
	Absent:	Radner

**MOTION DECLARED ADOPTED**

**CONSENT AGENDA:**

**CM-12-391-19 (AGENDA ITEM #5A-H) CONSENT AGENDA - APPROVED**

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to approve the Consent Agenda consisting of the following items:

- A. Regular Council Meeting Minutes of December 2, 2019 **CM-12-392-19**
- B. Special City Council Meeting Minutes of December 2, 2019 **CM-12-393-19**
- C. Zoning Board of Appeals Meeting Minutes of September 24, 2019 **CM-12-394-19**
- D. Payment Application No. 1 for the 2019-20 Miscellaneous Concrete Project, M-699 to Mattioli Cement Company of Fenton, MI for the amount of \$165,492.35 **CM-12-395-19**
- E. Payment Application No. 3 for the 2018 Pocket Parks Construction Project, M-689 to Warren Contractors and Development Inc. of Shelby Township, MI for the amount of \$52,998.13 **CM-12-396-19**
- F. Board of Review Meeting Minutes of December 10, 2019 **CM-12-397-19**
- G. Payment of an invoice from Midstates Recreation for the DNA Tower play structure at the Seneca Pocket Park for the total amount of \$78,532.00 **CM-12-398-19**
- H. Licenses - New and Renewals submitted for December 16, 2019 **CM-12-399-19**

**MERCHANT'S LICENSES – December 16, 2019**  
**(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
None			
<b><u>2019 RENEWALS</u></b>	<b><u>ADDRESS</u></b>	<b><u>FEE</u></b>	<b><u>BUSINESS TYPE</u></b>
CAR STOP AUTOMOTIVE	21006 COOLIDGE	\$150.00	AUTO REPAIR/COLLISION
AMCOMM	21620 COOLIDGE 100	\$150.00	TELECOMMUNICATIONS
TELECOMMUNICATIONS			SERVICE
CVS PHARMACY	23001 COOLIDGE	\$150.00	PHARMACY/STORE
DANNY'S FINE WINE	23063 COOLIDGE	\$150.00	SMOKE SHOP/PARTY STORE
GRACE CENTERS OF HOPE	23119 COOLIDGE	\$150.00	NON PROFIT THRIFT STORE
VALHALLA KRAV MAGA	26039 COOLIDGE	\$150.00	SELF-DEFENSE TRAINING
HARMONY MONTESSORI	26341 COOLIDGE	\$150.00	PRESCHOOL/KINDERGARTEN
CENTER			PROGRAM
7 ELEVEN	26641 COOLIDGE	\$150.00	RETAIL CONVENIENCE
ROYAL CREST	14851 ELEVEN MILE	\$150.00	WINDOW PRODUCTS
1-800 PAYBENY	21380 GREENFIELD	\$150.00	PAWN SHOP
GREENFIELD PLAZA	21700 GREENFIELD 202	\$150.00	OFFICE & RETAIL BUILDING
ASSOCIATES			MANAGEMENT
KROME JEWELERS	21700 GREENFIELD 302	\$150.00	RETAIL JEWELRY STORE
G & J WHOLESALE	21700 GREENFIELD 310	\$150.00	WHOLESALE JEWELRY
GOLD & SILVER CORP	21700 GREENFIELD 320	\$150.00	RETAIL JEWELRY STORE
DIAMONDS FOREVER	21700 GREENFIELD 350	\$150.00	RETAIL JEWELRY STORE
FELLERS	26659 HARDING	\$150.00	WHOLESALE DISTRIBUTION
			WRAP/SINAGE SUPPLIES
BASEMENTCUTS BARBERSHOP	8560 NINE MILE	\$150.00	BARBERSHOP
MIGHTY MO MUFFLERS	13941 NINE MILE	\$150.00	AUTOMOTIVE SERVICE
NATIONAL TIME & SIGNAL	21800 WYOMING	\$150.00	MANUFACTURER OF CLOCKS

Voice Vote:           Yes:       McClellan, Burns, Weiss, Edgar  
                              No:       None  
                              Absent:   Radner

**MOTION DECLARED ADOPTED**

**RECOGNITION OF VISITING ELECTED OFFICIALS: None**

**SPECIAL RECOGNITION/PRESENTATIONS: None**

**COMMUNICATIONS: None**

**SPECIAL LICENSES: None**

**ACCOUNTING REPORTS:**

**CM-12-400-19                   (AGENDA ITEM #11A) PAYMENT OF AN INVOICE SUBMITTED  
BY THE LAW OFFICES OF HOWARD L. SHIFMAN, P.C. FOR  
LEGAL SERVICES IN THE TOTAL AMOUNT OF \$18,000.00  
- APPROVED**

Motion by Weiss, Seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoice #13150 to Howard L. Shifman, P.C. for legal services from January 1, 2020 - March 31, 2020 in the total amount of \$18,000.00.

Roll Call Vote:        Yes:        McClellan, Burns, Weiss, Edgar  
                             No:        None  
                             Absent:   Radner

**MOTION DECLARED ADOPTED**

**CM-12-401-19            (AGENDA ITEM #11B) APPROVAL FOR PAYMENT OF  
INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C.  
FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$13,845.40  
- APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve payment of invoices #527952 and #527953 by Garan, Lucow, Miller P.C., for legal services rendered through November 30, 2019 in the total amount of \$13,845.40.

Roll Call Vote:        Yes:        McClellan, Burns, Weiss, Edgar  
                             No:        None  
                             Absent:   Radner

**MOTION DECLARED ADOPTED**

**BIDS: None**

**ORDINANCES: None**

**CITY ATTORNEY: No Report**

**CITY MANAGER:**

**Department of Public Works**

**CM-12-402-19            (AGENDA ITEM #15A) PAYMENT APPLICATION NO. 1 FOR  
THE 2019 LEAD WATER SERVICE REPLACEMENT PROJECT,  
M-701 TO D'ANGELO BROTHERS INC. OF NORTHVILLE, MI  
FOR THE AMOUNT OF \$100,814.00 - APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve payment application No. 1 for the 2019 Lead Water Service Replacement Project, M-701 to D'Angelo Brothers Inc. of Northville, MI for the amount of \$100,814.00.

Roll Call Vote:        Yes:        McClellan, Burns, Weiss, Edgar  
                             No:        None  
                             Absent:   Radner

**MOTION DECLARED ADOPTED**

**CM-12-403-19 (AGENDA ITEM #15A) REQUEST TO ADVERTISE FOR BIDS FOR THE 2020 NINE MILE DECORATIVE FENCE CONSTRUCTION PROJECT, M-708 AND TO APPROPRIATE FUNDS FROM THE FY 2020-21 GENERAL FUND BALANCE TO ACCOUNT 101-18-444-970 TO FUND THIS PROJECT IN THE FY 2019-20 BUDGET YEAR - APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the request to advertise for bids for the 2020 Nine Mile Decorative Fence Construction Project, M-708 and to appropriate funds from the FY 2020-21 General Fund Balance to Account 101-18-444-970 to fund this project in the FY 2019-20 budget year.

Roll Call Vote:            Yes:            McClellan, Burns, Weiss, Edgar  
                                  No:            None  
                                  Absent:       Radner

**MOTION DECLARED ADOPTED**

**Public Safety**

**CM-12-404-19 (AGENDA ITEM #15C) REQUEST TO PURCHASE TASERS WITH ACCESSORIES AND BALLISTIC SHIELDS FOR THE PUBLIC SAFETY DEPARTMENT IN THE TOTAL AMOUNT OF \$12,917.00 UTILIZING FUNDS FROM THE NARCOTICS FORFEITURE FUND - APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the request to purchase tasers with accessories and ballistic shields for the Public Safety Department in the total amount of \$12,917.00 utilizing funds from the Narcotics Forfeiture Fund.

Roll Call Vote:            Yes:            McClellan, Burns, Weiss, Edgar  
                                  No:            None  
                                  Absent:       Radner

**MOTION DECLARED ADOPTED**

**Administration**

**(AGENDA ITEM #15A) City Hall Holiday Hours.** City Manager Tungate indicated that City Hall and the Library will be closed the following dates: December 24, 25, 31, 2019 and January 1, 2020. Trash collection will be delayed one day each week.

**CALL TO THE AUDIENCE:**

Ed Bass, 24250 Kipling, asked about the search for a Library Director.

**CALL TO THE COUNCIL:**

**Mayor McClellan** discussed opportunities to receive NARCAN Training.

**Mayor Pro Tem Burns** thanked everyone for coming out and wished them Happy Holidays.

**Council Member Weiss** also discussed opportunities to receive NARCAN training.

**Council Member Edgar** wished everyone Happy Holidays.

**ADJOURNMENT:**

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:53 P.M.

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T. Edwin Norris, City Clerk

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Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN  
SPECIAL COUNCIL MEETING OF THE  
38<sup>th</sup> OAK PARK CITY COUNCIL  
December 16, 2019  
5:30 PM**

**MINUTES**

The Special Meeting was called to order at 6:00 PM by Mayor McClellan in the Executive Conference Room of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544

**PRESENT:** Mayor McClellan, Mayor Pro Tem Burns, Council Member Weiss,  
Council Member Edgar

**ABSENT:** Council Member Radner

**OTHERS**

**PRESENT:** City Manager Tungate, City Clerk Norris, Assistant City Manager Yee, City Attorney Duff, City Attorney Gillooly, City Attorney Griffith

**SPECIAL BUSINESS:**

**(AGENDA ITEM B) Closed Session**

**SCM-12-388-19 MOTION TO CONVENE INTO A CLOSED SESSION TO DISCUSS  
ATTORNEY CLIENT PRIVILEGED COMMUNICATION AND  
PENDING LITIGATION REGARDING PRIME-SITE MEDIA, LLC VS  
CITY OF OAK PARK - APPROVED**

Motion by Weiss, Seconded by Burns, CARRIED UNANIMOUSLY, to convene into a Closed Session to discuss Attorney Client Privileged Communication and pending litigation regarding Prime-Site Media, LLC vs City of Oak Park.

Roll Call Vote:	Yes:	McClellan, Rich, Burns, Weiss
	No:	None
	Absent:	Radner

**MOTION DECLARED ADOPTED**

The Closed Session began at 6:02 PM. The Special Meeting reconvened at 6:50 PM.

**SCM-12-389-19 CLOSED SESSION MINUTES - APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the minutes of the December 16, 2019 Closed Session.

Voice Vote:	Yes:	McClellan, Rich, Burns, Weiss
	No:	None
	Absent:	Radner

**MOTION DECLARED ADOPTED**

**CALL TO THE AUDIENCE:**

There were no members of the public wishing to speak.

**ADJOURNMENT:**

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:51 P.M.

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T. Edwin Norris, City Clerk

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Marian McClellan, Mayor



# CITY OF OAK PARK

## Department of Recreation

5C

**MAYOR PRO TEM**  
Carolyn Burns  
**Council Members**  
Solomon Radner  
Regina Weiss  
Julie Edgar  
**City Manager**  
Erik Tungate

**Parks and Recreation Commission**  
**PARKS AND RECREATION COMMISSION REGULAR MEETING:**  
**November 20, 2019, AT COMMUNITY CENTER**

I. Meeting called to order at 7:00 p.m. by Patrick North.

Members present: Patrick North, Beverly Wiggins, Dwight Thomas, Alexander Simpson, Andrew Cissell, Juanita Bell

Members absent: Mickey Alderman, Diane Spiller

Staff members present: Laurie Stasiak

Councilmembers present: Julie Edgar

II. Approval of Agenda for November 20, 2019.

Motion by Dwight Thomas to ACCEPT.

Seconded by Juanita Bell.

PASSED.

III. Approval of minutes of Parks and Recreation Commission Meeting of October 16, 2019.

Motioned by Alexander Simpson to ACCEPT.

Seconded by Dwight Thomas.

PASSED.

IV. Council updates

1. Julie Edgar, newly appointed to City Council. Julie is very excited to be a part of the Commission. Suggests we should have a big party for Oak Park's 75<sup>th</sup> anniversary in 2020. More to come in New Business, including budget discussions. Commission members are on board.

V. Recreation Updates – Laurie Stasiak, Recreation Director

1. Boo Bash was held on the Saturday before Halloween this year with 22 sponsors inside the building. The decorations looked great. The crowds were much smaller this year due to the steady rain. We appreciate everyone who showed up to volunteer, we couldn't do this without you. Alexander Simpson, Dwight Thomas, Mickey Alderman, Patrick North.

2. Senior trips are selling out before we get them marketed! More will be scheduled soon! We had 34 people register for the Faygo talk. The Holiday Tea is Friday, December 6 from 12:30-3:30 and costs \$25 for residents and \$30 for non-residents. SOLD OUT!

3. Winterfest will be held Sunday, January 26, 2020 from 2 - 5 p.m. We will need volunteers for this event.

4. Athletics: we currently have 33 kids registered for co-ed basketball. We partner for this Tri-Community league with Ferndale and Hazel Park, and new this year - games will be

played at Pepper and Einstein schools in Oak Park.

5. Summer Blast: in the past few years we have partnered with Oakland County Parks to coordinate the barbecue competition, and they include other kid zone mobile units to enhance the event. We're thinking big for the next Summer Blast, and proposing a carnival, barbeque battle and an art fair, holding the events Thursday/Friday/ Saturday/Sunday, June 11-14 or 3 days Friday – Sunday. Laurie has talked with Erik Tungate, and he has given his approval to take it to the next step. Our Commission is very much in agreement this would be a fabulous event for the community and a nice way to celebrate our 75 yr. anniversary. Laurie will now discuss it with the other department Directors and if supported take the idea before City Council at a future meeting.

#### VI. Old Business – Recap Commission

1. The Boo-tification Awards were very well received, and we had 13 people participate, all received an award. We will promote next year, with pictures and feedback from this year participants. Looking forward to more participation and hopefully gain some businesses next year too.

2. The 9 Mile ribbon cutting: City and elected officials were in attendance. The event was great and well received with media coverage from Channel 7 news. The DNA tower (pocket park) was shipped, footings will be installed on Friday with the tower to be installed next week, weather permitting. Surface will be installed when weather is at least 40 degrees.

3. The Boards & Commissions Appreciation Dinner was Wednesday, November 13 and went great, the gifts for the Boards and Commissioners were outstanding! – Also was held at a different venue.

4. The trailhead/bike repair station/shelter/seating is under construction and looks wonderful, a nice addition to the 9 Mile Rd project.

#### VII. Announcements

1. Diane Spiller is out post-surgery, and recovering well and starting physical therapy. Commission members have signed a card to send to her.

Motion to ADJOURN meeting by Dwight Thomas.

Seconded by Alexander Simpson.

Motion APPROVED.

Meeting ADJOURNED at 7:59 p.m.

Respectfully submitted by Beverly Wiggins, Recording Secretary.

**Next meeting will be Wednesday, December 18, 2019, at 7 p.m. in Meeting Room #1.**



**CITY OF OAK PARK**  
COMMUNITY ENGAGEMENT  
DEPARTMENT OF PUBLIC INFORMATION

**5D**

John McClellan  
Mayor Pro Tem  
Solomon Radner  
**Council Members**  
Carolyn Burns  
Ken Rich  
Regina Weiss  
**City Manager**  
Erik Tungate

**MEETING MINUTES  
REGULAR MEETING  
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION  
THURSDAY, MAY 9, 2019, 6:30 P.M.  
COMMUNITY CENTER**

**1. CALL TO ORDER**

a. Time: 6:34 p.m.

**2. ROLL CALL**

**a. City Council:**

Mayor Pro Tem Solomon Radner A Council member Regina Weiss X

**b. Commissioners:**

Heidi Bisson X Leona Burns A Stephanie Crawford X

Sarah Davidson A Rosetta Kincaid A

Terri McQueen X Sudha Chandra Sekhar A Abraham Snider X

Michele Stevenson X Lonnie K. Tabb-Upshaw X Carla Wallace X

**c. City Liaisons:**

Director Crystal VanVleck X

**d. Guest(s):**

Mrs. McQueen

**3. APPROVAL OF AGENDA**

a. Date **May 9, 2019**

Motion by Commissioner Wallace

Seconded by Commissioner Crawford Approved by All

**4. APPROVAL OF MINUTES**

a. Date **March 14, 2019**

Motion by Commissioner McQueen

Seconded by Commissioner Tabb-Upshaw Approved by All

## 5. MATTERS FOR CONSIDERATION

### a. Old Business:

- i. Art Gallery-still need applicants. Director VanVleck will ask communications to put out another Facebook post and asks if ACDC would like to boost the post for a fee and it is like a sponsored ad on Facebook. We discussed having an ACDC Facebook page and maybe do postcard advertisements. Commissioner McQueen suggests offering the artists an incentive to display their art, in the past Oak Park had a reception for the artist. Suggestions such as passing out flyers at Arts Beats Eats and DIY Festival in Ferndale were made and Director VanVleck will get postcards for us for the next meeting.
- ii. Cement Flowerpot subcommittee-will meet in the early part of June before our next meeting.
- iii. World Dance Day-we debriefed the event. Next year we should wear lanyards or some type of name tag to identify us as Commissioners, arrive early to setup, set guidelines for DJ, select a single point person for the day of the event, update the website for the dancers for their arrival time and ensure music is previewed and received in advance. Overall everyone felt the event went well despite the difficulties we encountered. We had to pay for the DJ, security and a janitorial fee.

We agreed on Saturday April 25 2020 for next year World Dance Day.

### b. New Business:

- i. July 4<sup>th</sup> Parade application has been submitted.
- ii. Lisa from the Clerks office will be providing us with training
- iii. Commissioner Crawford and Director VanVleck will price out shirts for the group.

## 6. COMMISSIONER REPORTS

Ramadan is May 5<sup>th</sup> – June 4<sup>th</sup>

## 7. UPCOMING EVENTS

- i. You Create- May 16<sup>th</sup> is Cancelled
- ii. Flower Exchange-May 18<sup>th</sup> 10 a.m. – 12 p.m.  
Community Center
- iii. You Create-June 20<sup>th</sup> at 4:30 p.m. to 5:15 p.m.  
Beats with Commissioner McQueen (tentative)

## 8. ADJOURNMENT

- a. **Next Meeting:** Thursday June 13, 2019 6:30 p.m.
- b. **Time of Adjournment:** 7:30 p.m.



**CITY OF OAK PARK**  
COMMUNITY ENGAGEMENT  
DEPARTMENT OF PUBLIC INFORMATION

**Mayor**  
Marian McClellan  
**Mayor Pro Tem**  
Solomon Radner  
**Council Members**  
Carolyn Burns  
Ken Rich  
Regina Weiss  
**City Manager**  
Erik Tungate

**MEETING MINUTES  
REGULAR MEETING  
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION  
THURSDAY, JUNE 13, 2019, 6:30 P.M.  
COMMUNITY CENTER**

**1. CALL TO ORDER**

a. Time: \_6:38 p.m.\_\_\_\_

**2. ROLL CALL**

**a. City Council:**

Mayor Pro Tem Solomon Radner \_A\_ Council member Regina Weiss \_\_A\_

**b. Commissioners:**

Heidi Bisson \_A\_ Leona Burns \_X\_ Stephanie Crawford X

Sarah Davidson \_A\_ Rosetta Kincaid \_X\_

Terri McQueen \_\_X\_ Sudha Chandra Sekhar A Abraham Snider X\_

Michele Stevenson \_X\_ Lonnie K. Tabb-Upshaw X Carla Wallace \_X\_

**c. City Liaisons:**

Director Crystal VanVleck A

**d. Guest(s):**

Lisa Vecchio

**3. APPROVAL OF AGENDA**

a. Date June 13, **2019**

Motion by Commissioner Wallace

Seconded by Commissioner Upshaw Approved by All

**4. APPROVAL OF MINUTES**

a. Date **May 9, 2019**

Motion by Commissioner Stevenson

Seconded by Commissioner Burns Approved by All

## 5. MATTERS FOR CONSIDERATION

### a. Old Business:

- i. Art Gallery-Director VanVleck has a potential source for a regular artist for the Art Gallery.
- ii. Cement Flowerpot subcommittee-Project has been put on hold until the City decides what should be done.
- iii. 4<sup>th</sup> of July parade T Shirts were agreed that we get design #2 on front and #5 on the back. Commissioner Crawford volunteered to provide her vehicle for the group for the parade and Commissioner Snider will notify the recreation dept of our plans to have a vehicle in the parade.

### b. New Business:

- i. Lisa Vecchio provided us with training on parliamentary procedures for meetings and basic information for members of Commissions and Boards, she provided us with 2 helpful handouts.
- ii. We made a motion to budget \$50 for candy for the parade. Commissioner Crawford made the motion and Commissioner McQueen seconded the motion and we all agreed.

## 6. COMMISSIONER REPORTS

Next meeting Shepard Park Shed 1 and everyone bring a snack

Commissioner Wallace asked for help with Farmer's Market on July 21

## 7. UPCOMING EVENTS

- i. You Create- June 20<sup>th</sup> at 4:30 p.m. to 5:15 p.m. - Cancelled
- ii. You Create- July 18<sup>th</sup> – will discuss at next meeting
- iii. Independence Day Parade-July 4<sup>th</sup> 10:00 a.m.

## 8. ADJOURNMENT

- b. **Next Meeting:** Thursday July 11, 2019 6:30 p.m.
- c. **Time of Adjournment:** 7:20 p.m.



**CITY OF OAK PARK**  
COMMUNITY ENGAGEMENT  
DEPARTMENT OF PUBLIC INFORMATION

**Mayor**  
Marian McClellan  
**Mayor Pro Tem**  
Solomon Radner  
**Council Members**  
Carolyn Burns  
Ken Rich  
Regina Weiss  
**City Manager**  
Erik Tungate

**MEETING MINUTES  
REGULAR MEETING  
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION  
THURSDAY, SEPTEMBER 12, 2019, 6:30 P.M.  
COMMUNITY CENTER**

1. **CALL TO ORDER**
  - a. Time: \_6:47 p.m.\_\_\_\_(Quorum present at 7 p.m.)
  
2. **ROLL CALL**
  - a. **City Council:**  
Mayor Pro Tem Solomon Radner \_A Council member Regina Weiss \_\_X
  - b. **Commissioners:**  
Heidi Bisson \_A                      Leona Burns \_A                      Stephanie Crawford \_A  
Sarah Davidson \_X                      Rosetta Kincaid \_L  
Terri McQueen \_\_A                      Sudha Chandra Sekhar X                      Abraham Snider \_X  
Michele Stevenson \_X                      Lonnie K. Tabb-Upshaw \_A                      Carla Wallace \_X
  - c. **City Liaisons:**  
Director Crystal VanVleck \_A
  - d. **Guest(s):**  
Gayatri Kathawate
  
3. **APPROVAL OF AGENDA**
  - a. Date September 12, **2019**  
Motion by Commissioner Wallace  
Seconded by Commissioner Davidson    Approved by All
  
4. **APPROVAL OF MINUTES**
  - a. Date **August 8, 2019**  
Minutes not available

## 5. MATTERS FOR CONSIDERATION

### a. Old Business:

- i. Art Gallery-New exhibit
- ii. DIA Inside Out-It is time for us to apply. We formed a sub committee for the project and they will meet on September 19<sup>th</sup> at the library.
- iii. Murals on Businesses- We tabled discussion to seek help from Crystal for grant money ideas.

### b. New Business:

- i. Meeting at 6:30- We took a poll on how the new meeting time was working and everyone would not mind going back to the 7 p.m. meeting time. It will be added to the next month agenda for us to vote on it.

## 6. COMMISSIONER REPORTS

Commissioner Sekhar will be receiving an award on September 21 and she is celebrating the Festival of the Dolls on October 3<sup>rd</sup> at 7 pm she invited us to her home 24611 Seneca.

## 7. UPCOMING EVENTS

- i. You Create- September 19<sup>h</sup> at 4:30 p.m. to 5:15 p.m. -Regina
- ii. You Create- October 17<sup>th</sup> – will discuss at next meeting

## 8. ADJOURNMENT

- b. **Next Meeting:** Thursday October 10, 2019 6:30 p.m.
- c. **Time of Adjournment:** 7:27 p.m.



**CITY OF OAK PARK**  
**COMMUNITY ENGAGEMENT**  
**DEPARTMENT OF PUBLIC INFORMATION**

**Mayor**  
Marian McClellan  
**Mayor Pro Tem**  
Solomon Radner  
**Council Members**  
Carolyn Burns  
Ken Rich  
Regina Weiss  
**City Manager**  
Erik Tungate

**MEETING MINUTES**  
**REGULAR MEETING**  
**CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION**  
**THURSDAY, OCTOBER 10, 2019, 6:30 P.M.**  
**COMMUNITY CENTER**

1. **CALL TO ORDER**
  - a. Time: \_6:38 p.m.\_\_\_\_
  
2. **ROLL CALL**
  - a. **City Council:**  
Mayor Pro Tem Solomon Radner \_A Council member Regina Weiss \_\_X
  - b. **Commissioners:**  
Heidi Bisson \_X                      Leona Burns \_A                      Stephanie Crawford \_X  
Sarah Davidson \_A                      Rosetta Kincaid \_L  
Terri McQueen \_\_A                      Sudha Chandra Sekhar L                      Abraham Snider \_X  
Michele Stevenson \_X                      Lonnie K. Tabb-Upshaw \_X                      Carla Wallace \_X
  - c. **City Liaisons:**  
Director Crystal VanVleck \_X
  - d. **Guest(s):**  
Michael Moss
  
3. **APPROVAL OF AGENDA**
  - a. Date October 10, 2019  
Motion by Commissioner Wallace  
Seconded by Commissioner Tabb-Upshaw    Approved by All
  
4. **APPROVAL OF MINUTES**
  - a. Date August 8, 2019  
Motion by Commissioner Crawford  
Seconded by Commissioner Stevenson                      Approved by All

## 5. MATTERS FOR CONSIDERATION

### a. Old Business:

- i. Art Gallery-New exhibit will be up soon by Bennie White's uncle the work will there until the end of December. Director VanVleck has received another inquiry for Art Gallery.
- ii. DIA Inside Out- Sub committee met and discussed changing locations of where the art would go. Possibly places on 11 Mile Road and pocket parks on 9 Mile Road. We want to submit at least 12 options for DIA and they pick approx. 5. Next sub committee meeting will be Nov. 6<sup>th</sup> at 5:30 p.m. in the Library. Nov. 17<sup>th</sup> is the application deadline. Sub committee members are Councilperson Weiss, Commissioners Stevenson, Sekhar and Commissioner Snider.
- iii. Murals on Businesses- Director VanVleck looked into grants and found a grant from MCACA and will keep us posted on any updates.
- iv. Meeting time change-We voted on changing the meeting time back to 7 p.m. the motion was made by Commissioner Crawford to change the bylaws to change the meeting time for 6:30 p.m. to 7 p.m. and Commissioner Sekhar seconded the motion.

## 6. COMMISSIONER REPORTS

Commissioner Sekhar shared information about the Festival of Dolls.

Commissioner Bisson shared that she is resigning and this would be her last meeting.

## 7. UPCOMING EVENTS

- i. You Create- October 17<sup>th</sup>- cancelled
- ii. Boo Bash- October 26<sup>th</sup> 5 p.m.- 8 p.m. Commissioners Crawford, Stevenson and Council person Weiss will attend and staff the ACDC table to hand out candy. Director VanVleck will buy candy out of our budget. Commissioner Stevenson motioned to approve \$150.00 for candy Commissioner Kincaid seconded the motion and all approved.
- iii. 9 Mile Redesign Kickoff- October 29<sup>th</sup> 3 p.m.- 7 p.m.

## 8. ADJOURNMENT

- b. **Next Meeting:** Thursday November 14, 2019 7 p.m.
- c. **Time of Adjournment:** 7:29 p.m.



**CITY OF OAK PARK**  
COMMUNITY ENGAGEMENT  
DEPARTMENT OF PUBLIC INFORMATION

**Mayor**  
Marian McClellan  
**Mayor Pro Tem**  
Carolyn Burns  
**Council Members**  
Regina Weiss  
Solomon Radner  
Julie Edgar  
Carolyn Burns  
**City Manager**  
Erik Tungate

**MEETING MINUTES  
REGULAR MEETING  
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION  
THURSDAY, NOVEMBER 14, 2019, 7:00 P.M.  
COMMUNITY CENTER**

**1. CALL TO ORDER**

a. Time: 7:10 P.M.

**2. ROLL CALL**

**a. City Council:**

Council Member Solomon Radner A

**b. Commissioners:**

Leona Burns A      Stephanie Crawford X      Sarah Davidson A  
Rosetta Kincaid X      Terri McQueen X      Sudha Chandra Sekhar A  
Avi Snider X      Michele Stevenson X      Lonnie K. Tabb-Upshaw X  
Carla Wallace X

**c. City Liaisons:**

Director Crystal VanVleck X

**d. Guests:**

\_\_\_\_\_

**3. APPROVAL OF AGENDA**

a. Date November 14, 2019 Motion Commissioner Snider  
Seconded    Commissioner Stevenson    Approved All

**4. APPROVAL OF MINUTES**

a. Date October 10, 2019  
Commissioner Wallace read minutes from her notes and will provide typed minutes to be approved at next meeting.

**5. MATTERS FOR CONSIDERATION**

**a. Old Business:**

- i. DIA Inside|Out – DIA application is complete
- ii. Boo Bash report- Committee members that attended reported that the event went well and that all had fun.

**b. New Business:**

- i. World Dance Day- Saturday April 25<sup>th</sup> is the date, location TBD either the high school or community center, Suggestions made was for bleachers and chairs or a platform stage. Next month we will discuss flyers, programs, M.C., D.J., Food, Sponsors and recruiting the dancers.
- ii. Winter Fest – January 26<sup>th</sup> 2 p.m. – 5 p.m. in the Community Center  
Commissioner Stevenson suggests we have a table with crafts or some type of activity for the community. Commissioners Snider, Stevenson and Director VanVleck will work on a project for ACDC. Commissioner McQueen will also consider attending.

**6. COMMISSIONER REPORTS**

Councilperson Weiss will not longer be assigned to our commission. She will also be running for State Representative.  
Commissioner Stevenson shared an art event with us;  
Pagan Landscapes on November 16<sup>th</sup> at the Pagan Pathways Temple 4 p.m.- 9 p.m., her son will be featuring his artwork.  
We will bring food to share at our next meeting.

**7. UPCOMING EVENTS/ANNOUNCEMENTS****a. ACDC EVENTS**

- i. You Create – November 21-Cancelled
- ii. MLK Walk- Commissioner Crawford will get information for us.

**8. ADJOURNMENT**

- a. **Next Meeting:** Thursday, December 11, 2019 7 p.m.
- b. **Time of Adjournment:** \_\_\_\_\_ 7:47 p.m. \_\_



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** January 6, 2020                      **AGENDA #**

**SUBJECT:** Payment requests from G2 Consulting Group for material testing on the 9 Mile Road Diet Project.

**DEPARTMENT:** Technical & Planning – Engineering *KJY*

**SUMMARY:** Attached is invoice 193044 from G2 Consulting Group for material testing on the 9 Mile Road Diet Project. The total amount due on this invoice is \$1,904.75.

**RECOMMENDED ACTION:** It is recommended that the invoice from G2 Consulting Group for material testing on the 9 Mile Road Diet Project be approved for the total amount of \$1,904.75. Funding is available in the Major Street Fund No. 202-18-479-970.

**APPROVALS:**

City Manager: *[Signature]*

Department Director: *KJY*

Finance Director: \_\_\_\_\_

Legal: N/A

Budgeted

**EXHIBITS:** Invoice

**G2 Consulting Group, LLC**  
**1866 Woodslee Street**  
**Troy, MI 48083**

**INVOICE**

Invoice Number: 193044  
 Invoice Date: November 30, 2019  
 Page Number: 1

Voice: 248.680.0400  
 Fax: 248.680.9745

**Bill To:** Accounts Payable  
 OHM Advisors  
 34000 Plymouth Road  
 Livonia, MI 48150

Customer ID	Purchase Order No.	G2 Project No.	
OHM001	MDOT JN 200805 A	190327	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	December 30, 2019		

Quantity	Description	Unit Price	Amount
8.00	Senior Engineering Technician, per hour	63.50	508.00
1.00	Senior Engineering Technician, overtime per hour	95.25	95.25
12.25	Supervising Engineering Technician, per hour	74.00	906.50
3.00	Transportation / Communication Charge, per day	40.00	120.00
1.00	Sample Pick Up, per trip	125.00	125.00
10.00	Concrete Test Specimens, each	15.00	150.00
For construction materials testing and engineering services associated with the Nine Mile Road Diet & Non-Motorized Facilities Project. MDOT JN 200805A CS TA 63000. Work Performed in November 2019.  Client Contact: Mr. Kevin Yee, P.E., Assistant City Manager			

**Total Invoice Amount      \$      1,904.75**

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.

## MERCHANT'S LICENSES - JANUARY 6TH, 2020

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
<b>RENEWALS</b>	<b>ADDRESS</b>	<b>FEES</b>	<b>BUSINESS TYPE</b>
GREENSCAPES	8555 CAPITAL	\$150.00	LANDSCAPE
IMPRESSIVE STYLE	8575 CAPITAL	\$150.00	CUSTOM CABINETS
B & G WHOLESALE	8625 CAPITAL	\$150.00	FOOD WHOLESALE
HUNTINGTON CLEANERS	8775 CAPITAL	\$150.00	PRODUCTION PLANT
SOCKS GALORE WHOLESALE	10355 CAPITAL	\$150.00	SAFETY GEAR/APPAREL/SOCKS
EZ GROOM	10411 CAPITAL	\$150.00	MANUFACTURING
PRO WHEELS	12720 CAPITAL	\$150.00	AUTOMOTIVE WHEELS, REPAIR, REFINISH
MIDLAND EQUIPMENT CO. OF MICH	12771 CAPITAL	\$150.00	TOOL SUPPLIER
UNITED REFRIGERATION	12811 CAPITAL	\$150.00	WHOLESALE DISTRIBUTION PARTS AC HEATING AND REFRIGERATION
WOODWAY CORP	12981 CAPITAL	\$150.00	GENERAL CONTRACTOR
HUNTINGTON CLEANERS	13103 CAPITAL	\$150.00	DRY CLEANERS
FEDERAL AUTOCAT	13425 CAPITAL	\$150.00	AUTO PARTS WAREHOUSE
BURDAS TRANSPORT	12950 CLOVERDALE	\$150.00	TRUCKING
CLOVERDALE EQUIPMENT	13133 CLOVERDALE	\$150.00	CONSTRUCTION EQUIPMENT RENTAL AND DISTRIBUTION
D/A CENTRAL	13155 CLOVERDALE	\$150.00	SECURITY AND IT SYSTEMS INTEGRATOR
DEEZER	13201 CLOVERDALE	\$150.00	HOOKAH AND HOOKAH ACCESSORIES
NEW NORTHEM MARKET	21601 COOLIDGE	\$150.00	LIQUOR STORE
PHYSICAL MEDICINE REHAB AND THERAPY	21675 COOLIDGE 1A	\$150.00	OUTPATIENT THERAPY
REMARKABLE REHAB SERVICES	21675 COOLIDGE 1B	\$150.00	PHYSICAL THERAPY CLINIC
HANDS OF HOPE INTERNATIONAL	21790 COOLIDGE	\$150.00	NON PROFIT
CHIROPRACTIC WORKS PC	21790 COOLIDGE	\$150.00	CHIROPRACTIC CLINIC
HAIR N THINGS	22105 COOLIDGE	\$150.00	BEAUTY SALON
JOYFUL TOTS CHILDCARE	22141 COOLIDGE	\$150.00	CHILDCARE
GOTTA HAVE WATER	22175 COOLIDGE	\$150.00	STEAM DISTILLED WATER
TIM HORTONS	22211 COOLIDGE	\$150.00	COFFEE, BAKERY
RAMSEY F DASS MD	24601 COOLIDGE	\$150.00	MEDICAL OFFICE
HUNGRY HOWIE'S	24691 COOLIDGE	\$150.00	PIZZA DELIVERY AND PICK UP
SPEEDWAY	24771 COOLIDGE	\$150.00	GAS STATION
A HEAD OF EXSALONCE	25201 COOLIDGE	\$150.00	HAIR SALON
THE BLIND FACTORY	25603 COOLIDGE	\$150.00	BLIND MANUFACTURER
LEARNING DISABILITIES CLINIC	25611 COOLIDGE	\$150.00	TUTORING
LINCOLN AUTO SERVICE	25761 COOLIDGE	\$150.00	MECHANIC SHOP
LINCOLN LIQUOR	25901 COOLIDGE	\$150.00	LIQUOR STORE
LINCOLN RX	25901 COOLIDGE 1	\$150.00	PHARMACY
COOLIDGE CYCLE	25909 COOLIDGE	\$150.00	BICYCLE SALES AND REPAIR
STAR BAKERY	26031 COOLIDGE	\$150.00	BAKERY
METRO FRAME	26045 COOLIDGE	\$150.00	PICTURE FRAMING AND GALLERY
BERTONI HOLDINGS	13600 EIGHT MILE	\$150.00	GAS STATION
WHEEL DEPOT	13800 EIGHT MILE	\$150.00	AUTO REPAIR, RIMS, TIRE SALES AND INSTALL
U.S WHEEL AND TIRE	13800 EIGHT MILE STE B	\$150.00	RIMS AND TIRE SALES AND INSTALL
EL MAR'S SUBURBAN SHOP	13661 ELEVEN MILE	\$150.00	RETAIL FURRIER - COLD STORAGE/ALTERATIONS
AAA FERGUSON AGENCY	13691 ELEVEN MILE 200	\$150.00	INSURANCE
FORTSON DENTAL	13741 ELEVEN MILE	\$150.00	DENTAL OFFICE
FINE FURNITURE RESTORATION	13751 ELEVEN MILE	\$150.00	FURNITURE RESTORATION
MICHIGAN CONSTRUCTION PROTECTION	14211 ELEVEN MILE	\$150.00	PROCESSING, CONSTRUCTION NOTICES AND LIENS
UNIVERSAL WHOLESALE	14511 ELEVEN MILE	\$150.00	PLUMBING SUPPLIES
DEPENDABLE GAGE AND TOOL	15321 ELEVEN MILE	\$150.00	MANUFACTURING PRECISION GAGES, TOOLS AND FIXTURES
MARO JEWELERS	21700 GREENFIELD 365	\$150.00	JEWELER
PRINCE JEWELERS	21700 GREENFIELD 447	\$150.00	JEWELER
PINEWOOD DENTAL	21950 GREENFIELD	\$150.00	GENERAL DENTISTRY
T. NAILS	26028 GREENFIELD	\$150.00	NAIL SALON
MCDONALDS	26160 GREENFIELD	\$150.00	FAST FOOD RESTAURANT
DALE PRENTICE COMPANY	26511 HARDING	\$150.00	
MARINA'S ALTERATIONS	15075 LINCOLN 117	\$150.00	CLOTHING ALTERATIONS
JTS DESIGN JEWELRY	15075 LINCOLN 119	\$150.00	JEWELRY AND ANTIQUE SILVER RESTORATION
PRAIRIE FARMS DAIRY	21631 MEYERS	\$150.00	DAIRY SUPPLIER
SCHEER'S ACE HARDWARE	8601 NINE MILE	\$150.00	RETAIL HARDWARE
DAVISON CONEY ISLAND	13631 NINE MILE	\$150.00	CONEY ISLAND
WIRELESS SUPERSTORE OF GRAND RAPIDS	13645 NINE MILE	\$150.00	RETAIL
ALASKA FRESH FISH AND CHICKEN	13701 NINE MILE	\$150.00	RESTAURANT CARRY OUT
CHINA CITY	13715 NINE MILE	\$150.00	CHINESE RESTAURANT
OAK PARK FRUIT MARKET	13745 NINE MILE	\$150.00	GROCERY, BAKERY
DALLAS DESIGN SALON	13831 NINE MILE	\$150.00	HAIR SALON
SHERWIN WILLIAMS #4318	13101 NORTHEND	\$150.00	SALE OF PAINT AND RELATED
MR. BIGGS	22151 COOLIDGE	\$150.00	MENS CLOTHING AND SHOES
STUDIO NOVA	22153 COOLIDGE	\$150.00	MENS CLOTHING AND SHOES
PCI INDUSTRIES	21717 REPUBLIC	\$150.00	COMMERCIAL INTERIOR CONSTRUCTION
STATE FARM INSURANCE	10841 TEN MILE	\$150.00	INSURANCE SALES
ACCESS & VASCULAR CARE PLLC	10861 TEN MILE	\$150.00	MEDICAL OFFICE
GREAT EXPRESSIONS DENTAL CENTER	13231 TEN MILE	\$150.00	DENTAL OFFICE
FANCY LADIES APPAREL	13261 TEN MILE	\$150.00	CLOTHING
SUBWAY	13311 TEN MILE	\$150.00	FAST FOOD RESTAURANT
UBER TECHNOLOGIES	13331 TEN MILE	\$150.00	TRANSPORTATION
FAMILY DOLLAR	13471 TEN MILE	\$150.00	CONVENIENCE STORE
MISS BETTYS SELF STORAGE	13631 TEN MILE	\$150.00	SELF STORAGE
MURRAY'S WORLDWIDE	21841 WYOMING	\$150.00	MANUFACTURE OF HAIR CARE PRODUCTS
CURV BELLA BOUTIQUE	22125 COOLIDGE	\$150.00	CLOTHING AND FASHION BOUTIQUE



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN**

**AGENDA OF:** January 6, 2020

**AGENDA #**

**SUBJECT:** Interlocal Agreement with Oakland County Regarding MIDC Continuing Legal Education (CLE) Requirements

**DEPARTMENT:** City Manager's Office

**SUMMARY:** The Michigan Indigent Defense Commission was created by legislation in 2013 to ensure the state's public defense system is fair, cost-effective, and constitutional. The Commission has released a set of standards to be followed by all courts in the State, which have been approved by the Department of Licensing and Regulatory Affairs. Each local system is asked to create a plan and cost analysis annually to ensure compliance with these standards, with costs for compliance being borne by the State. City administration worked closely with the Court and our local MIDC representative for the second year in a row to complete a Compliance Plan, which has been approved by the MIDC. As a part of our plan, in order to ensure our system is in compliance with Standard 1 "Education and Training of Defense Counsel" we will enter into an interlocal agreement with Oakland County to participate in their CLE Program, which is administered by the Oakland County Bar Association (OCBA), ensuring that our criminal defense attorneys are meeting their continuing legal education requirements.

**RECOMMENDED ACTION:** Request City Council approval of Interlocal Agreement between Oakland County and City of Oak Park Regarding MIDC Continuing Legal Education Requirements.

**APPROVALS:**

City Manager: \_\_\_\_\_

Department Director: \_\_\_\_\_

Finance Director: \_\_\_\_\_

**EXHIBITS:**

**INTERLOCAL AGREEMENT**

**BETWEEN**

**OAKLAND COUNTY**

**AND**

**CITY OF OAK PARK**

**REGARDING GRANT APPLICATION SERVICES**

**FOR MIDC CONTINUING LEGAL EDUCATION REQUIREMENTS**

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This Agreement (“Agreement”) is made between the County of Oakland, (“County”), a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341 and the City of Oak Park, (“Funding Unit”), whose address is 14000 Oak Park Boulevard, Oak Park, Michigan 48237. In this Agreement, the County and Funding Unit may also be referred to jointly as the “Parties.”

**PURPOSE OF AGREEMENT.** The County and Funding Unit enter into this Agreement pursuant to Michigan law to comply with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 *et seq.* regarding continuing legal education for court appointed criminal defense attorneys.

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

1. **DEFINITIONS.** In addition to any other defined terms in this Agreement (e.g., “Agreement,” “County,” “Funding Unit,” “Party,” or “Parties,” etc.), the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:
  - 1.1. **Claim(s)** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Funding Unit, or for which County or Funding Unit may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - 1.2. **CLE** means continuing legal education.
  - 1.3. **CLE Program** means the Continuing Legal Education Program provided by the Oakland County Bar Association (“OCBA”) pursuant to a contract between the County and OCBA and is more fully described in Exhibit 1 of this Agreement.

- 1.4. **County** means Oakland County, a municipal and constitutional corporation, including, but not limited to, its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - 1.5. **County Agent** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the County, including any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
  - 1.6. **Day** means calendar day, which shall always begin at 12:00:00 a.m. and end at 11:59:59 p.m.
  - 1.7. **Exhibits** mean the following documents, which this Agreement includes and incorporates:
    - 1.7.1. Exhibit I: Scope of CLE Program
  - 1.8. **Funding Unit** means the City of Oak Park which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its division, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For the purposes of this Agreement, Funding Unit includes any Michigan court when acting in concert with its Funding Unit to obtain indigent defense counsel services through the County.
  - 1.9. **Funding Unit Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Funding Unit, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have responsibility for the delivery of indigent defense services under this Agreement. "Funding Unit Employee" shall also include any person who was a Funding Unit Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
  - 1.10. **Michigan Indigent Defense Commission (MIDC)** means the public body created by the Michigan Defense Commission Act, MCL 780.981 *et seq.*
  - 1.11. **Michigan Indigent Defense Commission Act (MIDCA)** means 2013 Public Act 93, MCL 780.981 *et seq.*, as amended.
  - 1.12. **Points of Contact** mean the individuals designated by the Funding Unit and the County to act as primary contacts for communication and other purposes as described herein.
2. **EFFECTIVE DATE AND DURATION OF THE AGREEMENT.**
- 2.1. **Effective Date.** This Agreement and any amendments to this Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. All amendments to this Agreement shall be in writing. The approval of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

- 2.2. **Agreement Duration.** This Agreement shall remain in effect until December 31, 2020 or until cancelled or terminated pursuant to section 8.1.
3. **COUNTY SERVICES FOR THE FUNDING UNIT.** Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, the County shall provide the below services for the Funding Unit and is not obligated or required to provide any additional services. Additional services may be contracted by mutual agreement between the Parties.
  - 3.1. County shall apply to the MIDC on behalf of Funding Unit and act as grant administrator for a grant to cover the entire cost of the CLE Program for the Funding Unit to meet the requirements in MIDC Standard One.
  - 3.2. County shall provide grant funds received from the MIDC directly to the OCBA pursuant to Exhibit 1.
  - 3.3. The County shall designate a primary point of contact to the Funding Unit, who shall have the following responsibilities: (1) direct communication and interaction with the Funding Unit regarding the subject matter of this Agreement and (2) other responsibilities as set forth in this Agreement.
4. **FUNDING UNIT OBLIGATIONS.**
  - 4.1. The Funding Unit shall comply with all requirements and obligations of any grant awarded by the MIDC for the CLE Program, including, but not limited to, all reporting obligations required by the County and the MIDC. The Funding Unit shall cooperate with and provide all necessary assistance, documentation, and information to County regarding applying for and complying with MIDC grant(s) for the CLE Program.
  - 4.2. The Funding Unit shall not apply to the MIDC for any training grants or continuing legal education funds for their individual court appointed attorneys in their MIDC compliance plans.
  - 4.3. Except for the County services expressly set forth in this Agreement, the Funding Unit is responsible for complying with all requirements and obligations of the MIDCA.
  - 4.4. The Funding Unit shall designate a primary point of contact to the County, who shall have the following responsibilities: (1) direct communication and interaction with the County regarding the subject matter of this Agreement and (2) other responsibilities as set forth in this Agreement.
5. **CLE PROGRAM PARTICIPATION**
  - 5.1. If the MIDC awards full grant funding for the CLE Program and the CLE Program is offered and available, the Funding Unit may participate in the CLE Program to have the OCBA perform the Funding Unit's continuing legal education requirements that are required by MIDC Standard One for Funding Unit's criminal defense attorneys that provide indigent criminal defense services.
6. **ASSURANCES/LIMITATIONS**
  - 6.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
  - 6.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 6.4, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.

- 6.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. **Costs, Fines, and Fees for Noncompliance.** The Funding Unit shall be solely responsible for all costs, fines and fees associated with noncompliance with this Agreement by it and its Funding Unit Employees.
- 6.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interests.
- 6.8. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 6.9. **Services "As Is"/Disclaimer of Warranty.** THE SERVICES PROVIDED THROUGH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THAT THE SERVICES WILL MEET THE NEEDS OR REQUIREMENTS OF THE FUNDING UNIT.
- 6.10. **No Warranty for Services.** County makes no warranty that services provided under this Agreement will be uninterrupted, secure, error-free, or available at all times.
- 6.11. **Contingency of CLE Program.** The CLE Program is contingent on full grant funding for the cost of the CLE Program being awarded by the MIDC. The CLE Program may not be offered or available if full grant funding for the cost of the CLE Program is not awarded by the MIDC. The County shall not be responsible or liable to the Funding Unit, or any other person, if the CLE Program is not offered or available.
- 6.12. **Liability for Grant Funding.** The County shall not be responsible or liable to the Funding Unit, or any other person, if any of the grant funds that the County applies for are not awarded, are disallowed, are ineligible, or are required to be refunded or returned to the MIDC, for any reason. Any ineligible grant obligations or disallowed costs incurred by the Funding Unit shall be the sole responsibility of the Funding Unit. The County has no obligation to pay for the CLE Program for Funding Unit.
- 6.13. **Liability for Obligations under MIDCA.** The County shall not be responsible or liable for the Funding Unit's obligations under the MIDCA, or for the education, training, or qualifications mandated by the MIDC of the Funding Unit's indigent defense attorneys.

6.14. **Liability for CLE Program.** The County shall not be responsible or liable to the Funding Unit, or any other person, for the CLE Program or the OCBA, including, but not limited to, any errors, omissions, inaccuracies, misrepresentations, or deficiencies with the CLE Program or by the OCBA.

7. **DISPUTE RESOLUTION.**

7.1. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Deputy County Executive and Funding Unit's Point of Contact for possible resolution. County's Deputy County Executive and Funding Unit's Point of Contact may promptly meet and confer in an effort to resolve such dispute.

7.2. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

8. **TERMINATION OR CANCELLATION OF AGREEMENT.**

8.1. **County Termination.** The County may terminate or cancel this Agreement, in whole or in part, immediately, upon notice to Funding Unit, if third-party funding from the MIDC is reduced or terminated, or if the OCBA terminates its contract with County under the terms of the contract between the OCBA and County.

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

10. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Funding Unit or between the Funding Unit Employees and the County Employees.

11. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity, including but not limited to attorneys representing indigent defendants.

12. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. **RECORD RETENTION AND ACCESS AND AUDITING.** The Parties shall maintain records related to this Agreement in accordance with state law and applicable grants. Upon request by a Party, all records, including financial records, related to this Agreement shall be available at any reasonable time for examination or audit by the other Party or as required by law or applicable grant agreements.

14. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

15. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
16. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
18. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - 18.1. If Notice is sent to County, it shall be addressed and sent to the following three persons/officials: (1) the Oakland County Executive, 2100 Pontiac Lake Road, Waterford, Michigan 48328; (2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341; and (3) Oakland County Corporation Counsel, 1200 North Telegraph Road, Pontiac, Michigan 48341.
  - 18.2. If Notice is sent to the Funding Unit, it shall be addressed to: City of Oak Park, 14000 Oak Park Boulevard, Oak Park, Michigan 48237.
  - 18.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
19. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is presumptively proper in the courts set forth above.
20. **ENTIRE AGREEMENT.**
  - 20.1. **Entire Agreement.** Except as provided by law, this Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all

other oral or written agreements between the Parties regarding the subject matter of this Agreement.

- 20.2. **Construction of Agreement.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned hereby acknowledges that he/she has been authorized by the City of Oak Park to execute this agreement on behalf of the City of Oak Park and hereby accepts and binds the City of Oak Park to the terms and conditions of this Agreement.

**CITY OF OAK PARK**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_

The undersigned hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

**THE COUNTY OF OAKLAND**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**David T. Woodward, Chairperson**  
**Oakland County Board of Commissioners**

**EXHIBIT I**  
**SCOPE OF CONTINUING LEGAL EDUCATION PROGRAM**

The Continuing Legal Education (“CLE”) Program will be provided by the Oakland County Bar Association (“OCBA”) pursuant to a contract between the County and the OCBA (referred to in this Exhibit as the “Contract”).

**DEFINITIONS**

In addition to any other defined terms in the Agreement, the following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined, and interpreted as follows:

“*Non-County Funded Courts*” means all State District Courts located in Oakland County except for the 52<sup>nd</sup> District Courts. “Non-County Funded Courts” includes the court that Funding Unit is the local funding unit for.

**PROJECT MANAGERS**

Project Manager for the County: Project Manager for the County has the authority to amend the payment schedule if OCBA set-up costs and deliverables exceed any quarterly payment, but does not have the authority to amend the “Not to Exceed Amount.”

Project Managers for OCBA: Jennifer Roosenberg and Merri Lee Jones or their respective successors and if none, the President of the OCBA.

**CONTINUING LEGAL EDUCATION COMPLIANCE**

The OCBA will develop a two-pronged approach to comply with the Proposed Minimum Standard One for assigned counsel in Oakland County at the circuit court and district court levels:

1. Development and delivery of OCBA CLE curriculum, and
2. Tracking and reporting OCBA Defense Counsel CLE credits earned through attendance at OCBA seminars.

This approach assumes the existing effort of .15 FTE existing full-time OCBA staff members who will continue to perform CLE responsibilities and the addition of a 1.0 FTE (and related costs) to perform additional curriculum development, record-keeping and reporting requirements. This approach also assumes Oakland County assigned counsel will receive all CLE credits through the Oakland County Bar Association (and its CLE partners, where applicable).

**Development of OCBA CLE curriculum**

The OCBA will provide 24 hours of training over the course of a calendar year – January through December. These trainings will include 10 to 12 brown bag seminars, joint seminars with other CLE providers and additional stand-alone seminars prepared by OCBA criminal law committee throughout the year as topics of interest arise. This policy continues the OCBA’s long-standing tradition of organic collaborative curriculum development by its committees. While live training will be encouraged, videos of skills-based training will be available for viewing throughout the calendar year.

Curriculum for new criminal attorneys (those attorneys with less than two years' experience) will be delivered in partnership with the Criminal Defense Association of Michigan to meet the standards set forth by the MIDC. This training will be live-only.

The OCBA's training will take advantage of the expertise of local practitioners as well as notable experts, jurists and other professionals to provide content that is universally applicable and also uniquely Oakland County-specific. This curriculum will provide appointed counsel with the best substantive and practical information available to represent clients in Oakland County Courts.

Initially, the OCBA will provide an inventory to attorneys currently on the assigned counsel list to determine their deficiencies and interests. The OCBA will survey the county judiciary to determine what they observe to be areas for improvement in defense representation. The OCBA will develop a curriculum according to those needs in addition to the standard curriculum required by the MIDC.

The curriculum will include specific course descriptions, learning objectives, goals, and evaluation for each training session. The courses will change each year with the addition or elimination of topics as needed to effectively address deficits/challenges identified in the field by LARA, by the courts and by defense counsel, and to continue to meet MIDC standards. Formative and summative evaluations will be used to determine specific course content and structure of the curriculum.

#### **Performance-based training courses**

Courses will be delivered by experts - notable and knowledgeable attorneys in the field of criminal defense, ethics, forensic science, etc. Courses will be performance-based and will be delivered using adult learning theory principles. Learning reinforcement, such as verbal feedback, role plays, short written work, etc. will be incorporated throughout each session. Competency will be assessed using a variety of methods as applicable, such as pre-test/post-test, quizzes, experiential activities and content-based evaluations. Any courses delivered via webinar and/or video will include knowledge assessments before, during and after viewing.

#### **Evaluation**

Content evaluations will be used to determine learning transfer after each training session. Evaluations will be conducted up to six months post-training to ascertain whether the information is being used effectively and to determine future training topics. Evaluations will also be used to change and improve course content, presentation methodology and learning re-enforcement as indicated by the evaluations. Periodic surveys of the bench will be conducted to gather feedback to determine the performance level and needs of defense counsel.

#### **Certification of Course Content**

The OCBA awaits direction from the MIDC regarding the manner in which courses will be certified.

#### **Planned Curriculum**

The OCBA will develop curriculum based upon the topics outlined by the MIDC in Standard One and its accompanying White Paper: Knowledge of the Law; Knowledge of Scientific Evidence and Applicable Defenses; Knowledge of Technology. Additional coursework may be developed throughout the year, based upon needs determined by the OCBA criminal law committee.

## **Knowledge of the Law**

1. Basic legal overview
  - a. Knowledge of substantive Michigan, federal and constitutional law and applicability to criminal defense
  - b. Importance of the initial interview
2. Rules of criminal procedure
3. Rules of evidence
  - a. State
  - b. Federal
4. Oral advocacy
5. Written advocacy
6. Best practices in criminal defense
7. Special considerations in serving the indigent client
8. Annual case law update
9. New development in criminal defense
10. Sentencing guidelines
11. Placement/treatment options

## **Knowledge of Scientific Evidence and Applicable Defenses**

1. Overview of forensic evidence
  - a. Medical evidence
  - b. Electronic evidence
  - c. Crime scene evidence
  - d. Financial/banking
2. Reasonable defenses
3. Relevant research studies
  - a. Scientific, biological/psychological/social research updates
  - b. interpretation of data
  - c. Effectively using research studies in defense
4. Risk assessments
5. Overview of substance abuse and applicability to criminal defense
  - a. Effective treatment modalities
6. Overview of sex offender treatment
  - a. Efficacy and applicability to criminal defense

## **Knowledge of Technology**

1. Office automation
  - a. Overview of products, usage and risks
2. Legal case management software
  - a. Overview of products, usage and risks
3. Accounting software
4. E-filing process
5. Social media
  - a. Effective use as evidence
  - b. Use in investigations
  - c. Ethical guidelines and considerations

### **New Attorneys**

Curriculum for new attorneys (those practicing criminal law for two years or less) will be delivered in partnership with the Criminal Defense Association of Michigan and will include but is not limited to the “basic skills acquisition” training as outlined by the MIDC:

1. The unique role of indigent counsel
2. Client-centered values and ethics
3. Client and witness interviews
4. Witness examinations
5. Arguing the theory of one’s case
6. Pretrial motion practice
7. Introduction of evidence
8. Effective objections
9. Jury selection
10. How to advise and advocate in guilty plea proceedings and sentencings

### **TRACKING AND REPORTING CLES**

The OCBA will track participation in training provided by the OCBA and issue certificates of completion for all attendees. Transcripts will also be available through the OCBA website for all attendees. The OCBA will create a compiled report of completed OCBA coursework for all appointed counsel and make it available to the governing authority and the funding units as required. Credits, certificates of completion and transcripts will only be given for OCBA coursework. The OCBA will supply participating attorneys with a certificate of completion at the end of each course and provide the MIDC with all attorney training records.

#### Tracking and certifying training

The OCBA will track training participation in the OCBA’s CLE training using a software program that links seamlessly with our existing customer relationship management software. This software enables us to provide a transcript to the attorney and/or the governing authority as required. The OCBA will also provide compiled reports or other verification to the governing authority upon request. Transcripts and attendance records will be available online to participating attorneys 24 hours a day. In addition, the OCBA will provide to all funding units an end-of-year report, if requested, listing all attorneys who have fulfilled their CLE requirements through the OCBA as outlined in MIDC Standard 1. Credit will only be given for the OCBA’s coursework that has been completed.

#### Partnerships

The OCBA will consider partnerships with CDAM as well as other training providers to offer seminars to assigned counsel.

### **PROPOSED PRICING SUMMARY AND PERFORMANCE OF DELIVERABLES:**

The cost proposal for this pilot program is based upon the mandate for 12 hours of CLE training per year. The OCBA will provide 24 hours of training over the course of a calendar year – January through December – so that assigned counsel will have the opportunity to easily earn the required number of CLE hours.

It is also based on our best estimate of time and effort required to meet requirements for CLE content development, delivery and evaluation, as well as currently defined reporting requirements.

As of the effective date of the Contract, the OCBA intends to provide CLE programming for all court funding units in Oakland County: Sixth Judicial Circuit and 52nd District Courts, 43rd District Courts (Madison Heights, Hazel Park and Ferndale), 44<sup>th</sup> District Court, 45<sup>th</sup> District Court, 46<sup>th</sup> District Court, 47<sup>th</sup> District Court, 48<sup>th</sup> District Court, 50<sup>th</sup> District Court and 51<sup>st</sup> District Court. An analysis of the attorney lists, including eliminating any duplicates from these lists and the likelihood of adding new attorneys at all county district courts because of the increased need for arraignment only attorneys seven days a week, reveals that up to 500 attorneys will receive their CLE training through the Oakland County Bar Association.

The County will pay the OCBA an amount not to exceed \$175,000 through MIDC grant funding, which is contingent on the training of up to 500 attorneys (\$25,000 Start-up Cost Fee and \$150,000 Programming Fees for up to 500 attorneys at \$300 per participating attorney). The County will make payments to the OCBA under the following schedule:

- a) Payment 1 – \$25,000 Start-up Cost Fee and quarterly Programming Fee of \$37,500 - Contract start date;
- b) Payment 2 – second quarter Programming Fee of \$37,500 – date TBD
- c) Payment 3 – third quarter Programming Fee of \$37,500 – date TBD
- d) Payment 4 – fourth quarter Programming Fee of \$37,500– date TBD

The OCBA shall track all programming costs related to implementation of the program.

Attorneys that do not attend any of the programming during the annual year of the Contract shall result in unused funding at the rate of \$300 per non-participating attorney. OCBA shall use any unused funding to cover the cost of attorneys that are added to the CLE program after the start of the annual year of the Contract.

The County agrees to amend the first Quarterly payment upon mutually acceptable documentation that the OCBA's software purchases, technology implementations and start-up costs exceed the amount of the Start-up Cost Fee and first quarterly Programming Fee. Any acceleration of quarterly Programming Fees shall reduce the subsequent quarterly payment by same amount.

The OCBA agrees to meet with all county funding units once every calendar year to review compliance by assigned counsel and provide a status report of the training program.

The OCBA further agrees to provide all assigned counsel with notice of CLE credits earned and a reminder of training deadlines in any manner that OCBA determines (email, phone, letter, etc.) by October 1<sup>st</sup> of every calendar year.

The OCBA agrees that all services under this contract shall be performed consistent with the MIDC Act, MCL 780.991 *et al.* and the MIDC Minimum Standards.