



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

July 16, 2018

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice-Mayor Thomas Jordan

Commissioner Chester Emmons

Commissioner Richard Bagley

Commissioner Holly Evans

Commissioner Doug Fooy

Commissioner Robert B. Heasley

Officers

City Manager Nancy R. Stoddard

City Attorney Robert Soltis

City Treasurer/Clerk Shannon Stutz

1. Call to Order

2. Roll Call

3. Approval of Minutes

From the City Commission Regular Meeting Minutes of June 18, 2018

4. Additions/Changes to the Agenda - Approval

5. Citizen Comments – Items ON the Agenda

If you wish to comment regarding items ON the agenda, please follow the format below:

- *Stand at the podium*
- *State your name and address for the record*
- *You are allowed up to 5 minutes for your comments*
- *Please let us know if you require special accommodations by notifying the Clerk*

- *Reminder: You will be making a statement, without discussion from the Commission. You are always welcome to make an appointment with the City Manager to further discuss your comments.*

6. Consent Agenda

Items on the consent agenda will be dealt with one vote by the City Commission unless a Commissioner requests an item be dealt with individually.

Motion to RECEIVE OR APPROVE as indicated:

- i. Warrant No. 1364 – receive
- ii. Warrant No. 1365 - receive
- iii. Parchment High School Homecoming Parade and Fire Works – approval
- iv. Kindleberger Park Gazebo Reservation - Schultz Wedding – approval
- v. Kindleberger Park Gazebo Reservation – Nance Wedding – approval
- vi. Kindleberger Park Gazebo Reservation – Arthur Wedding – approval
- vii. Kindleberger Park Stage Reservation – Varney Wedding – approval
- viii. Kindleberger Park Pavilion #1 – Stier - approval
- ix. Kalamazoo Twp Police Dept Quarterly Report - receive
- x. KABA Permits for June 2018 – receive
- xi. Credit Card Statement – receive
- xii. Investment Report - receive

7. Unfinished Business

- A. Letter to Frontier Developers
- B. Consumers Energy Company Gas Franchise Ordinance

8. New Business

- A. Bob DeOrsey, Republic Waste – presentation
- B. Piggyback Software Licensing Agreement – approval

9. Board and Commission Reports/Minutes

KATS Policy Meeting – Mayor Britigan

10. Citizen Comments – Items ON or OFF the Agenda

Persons wishing to comment on items that are on/off the agenda are instructed to please follow the same format as Citizen Comments for items on the agenda.

11. Mayor and Commissioner Comments

12. City Manager Comments

13. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY JUNE 18, 2018.

1. Call to order

Mayor Britigan called the meeting to order at 7:00 p.m. He led those present in the “Pledge of Allegiance”.

2. Roll Call.

Present: Mayor Britigan, Vice Mayor Jordan, Commissioners Bagley, Emmons, Evans, Fooy, and R Heasley. City Manager Stoddard, City Treasurer/Clerk Stutz, and City Attorney Soltis.

Absent: None.

Motion Carried.

3. Minutes

Moved by Commissioner Heasley, supported by Commissioner Bagley to approve the Minutes of the June 4, 2018 Regular Meeting.

Motion Carried.

4. Additions or changes to the agenda.

None. Moved by Commissioner Bagley, supported by Vice Mayor Jordan to approve the agenda. **Motion carried.**

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Moved by Commissioner Heasley, supported by Commissioner Evans to receive the consent agenda items. **Motion Carried.**

7. Unfinished Business

None.

8. New Business

A. Resolution to Authorize Pine Grove Township to Join KABA– approve. Moved by Commissioner Emmons, supported by Commissioner Bagley to approve the Resolution Authorizing Pine Grove Township to Join the Kalamazoo Area Building Authority. Roll call vote was as follows:

Ayes: Bagley, Britigan, Emmons, Evans, Heasley, Jordan.

Nays: Fooy.

Absent: None.

Abstain: None.

Motion Carried 6-1.

B. Renewal of Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement – approve. City Manager Stoddard explained that there are no changes from the existing agreement, highlighting the same cost of about \$1400 per year. She then noted that Fire Chief Bonhomme is highly supportive of this agreement. Moved by Commissioner Heasley, supported by Commissioner Fooy to approve the renewal of the Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement. Roll call vote was as follows:

Ayes: Bagley, Britigan, Emmons, Evans, Fooy, Heasley, Jordan.

Nays: None.

Absent: None.

Abstain: None.

Motion Carried 7-0.

C. MI Economic Developers Association Meeting in Frankenmuth – approval. City Manager Stoddard commented that she thought this would be a good conference for her to attend, noting the cost of \$574 plus mileage. Moved by Commissioner Bagley, supported by Commissioner Heasley to approve the expenditure. **Motion Carried.**

9. Standing Board and Committee Reports

A. Personnel Committee – Commissioner Heasley stated that the commissioners were given the final version of City Manager Stoddard’s performance review.

10. Citizen Comments

None.

11. Mayor and Commissioner Comments

Commissioner Heasley reminded people about the Party in the Park this Saturday and wanted to see everyone there.

Commissioner Evans echoed Commissioner Heasley, saying she was excited about the events Saturday.

Commissioner Fooy noted he has corvettes lined up for any commissioners for the festival parade on July 14.

Mayor Britigan mentioned the passing of Commissioner Heasley's father and offered his condolences. He then reminded everyone there would be no July 2 meeting, so the next meeting of the commission will be July 16, 2018.

12. City Manager Comments/Reports

Manager Nancy Stoddard said she has the pleasure of serving brownies and ice cream at the Party in the Park, then welcomed citizens to come to her office with any questions or concerns.

13. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Emmons and supported by all to adjourn the meeting at 7:16 p.m.

Shannon Stutz
City Clerk



City of Parchment
Check Register Report
Warrant 1364

Check #	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
34603	06/22/2018	BS & A SOFTWARE	Utility Billing.Net Program	2,995.00
34604	06/22/2018	TABBY CALTZONTZIN	Refunding Cancelled Reserv-8/4	275.00
34605	06/22/2018	BYRON CANCELMO	Legends of Las Vegas-6/24/18	2,500.00
34606	06/22/2018	CINTAS CORPORATION LOC. 725	Uniform & Towel Rental	258.49
34607	06/22/2018	CLARK TECHNICAL SERVICES	Computer Support-May	1,305.00
34608	06/22/2018	CONSUMERS ENERGY	Monthly energy costs	3,052.27
34609	06/22/2018	CORNERSTONE OFFICE SYSTEMS	Monthly Contract-6/4 to 7/3/18	133.07
34610	06/22/2018	CT ELECTRICAL SERVICES, INC.	Repair Honeywell Graph System	207.22
34611	06/22/2018	FORD, KRIEKARD, SOLTIS & WISE	General & Police Matters - May	2,155.00
34612	06/22/2018	KEN HOLDA	Completion of Rehearsals	430.00
34613	06/22/2018	KALAMAZOO COUNTY TREASURER	Charles & Sally Nicholson	3.00
34614	06/22/2018	KALAMAZOO OIL CO.	Fuel Charges 5/16 to 5/30/18	490.82
34615	06/22/2018	KALAMAZOO TOWNSHIP	Police Services Contract-March	26,887.50
34616	06/22/2018	MALL CITY MECHANICAL, INC.	Serv Call on Dehumidifier Syst	996.43
34617	06/22/2018	MLIVE MEDIA GROUP	Public Notices & Site Plan Ord	646.04
34618	06/22/2018	MUNICIPAL CODE CORPORATION	Annual Admin Fee to 5/31/19	225.00
34619	06/22/2018	PARCHMENT FIRE ASSOCIATION	Dues Collected 2017/2018	1,229.40
34620	06/22/2018	REPUBLIC SERVICES #249	City Wide Pickup - June	7,964.10
34621	06/22/2018	RIVERRUN PRESS	Summer Concert & Tax Notices	1,654.16
34622	06/22/2018	ROSE PEST SOLUTIONS	Sentricaon Renewal to 07/2019	303.00
34623	06/22/2018	JASON RUPE	Refunding Cancelled Reservatio	275.00
34624	06/22/2018	SBAM PLAN	Employee & Retiree Ins - July	14,382.89
34625	06/22/2018	SEVERANCE ELECTRIC CO INC	Repair Crosswalk @ Commerce&Ri	1,492.81
34626	06/22/2018	JILL SHERMAN	Deposit Refund-06/09/18	100.00
34627	06/22/2018	SMALL BUSINESS ADMIN SERVICES	HRA - June	52.50
34628	06/22/2018	STATE OF MICHIGAN-MDOT	Partial Payment - MDOT	10,000.00
34629	06/22/2018	ZAC THOMPSON	Completion of Rehearsals	460.00
34630	06/22/2018	VARNUM LLP	Frontier Renewal-Legal Serv-May	1,033.25
34631	06/22/2018	ASHLEY VOWELS	Refunding Deposit-06/09/18	100.00
34632	06/22/2018	JAN WATSON	Reimb for Play Supplies	286.18
34633	06/22/2018	MELISSA WESTON	Deposit Refund - 06/15/18	100.00



City of Parchment
Check Register Report
Warrant 1365

Check Num	Check Date	Vendor Name	Check Description	Amount
MERCANTILE Checks				
34634	07/09/2018	J. ALLEN & COMPANY	Asphalt Repairs on Hercules-Wa	2,495.00
34635	07/09/2018	ASPHALT RESTORATION, INC	Thermal Bond Multiple Location	2,037.00
34636	07/09/2018	STACY BARTELL	Set Designer	300.00
34637	07/09/2018	MARK BASS	Orchestra - Festival 2018	350.00
34638	07/09/2018	LISA BRANNAN	Co-Properties Designer-Both Sh	575.00
34639	07/09/2018	CHARTER COMMUNICATIONS	Internet & Voice-7/8 to 8/7/18	93.86
34640	07/09/2018	CINTAS	Restock 1st Aid Cabinet	157.04
34641	07/09/2018	CINTAS CORPORATION LOC. 725	Uniform Rental &Towels	221.06
34642	07/09/2018	COMPANION LIFE	Life & AD&D Ins. - July	66.50
34644	07/09/2018	CONSUMERS ENERGY	602 Riverview Dr.	1,318.10
34645	07/09/2018	EGG MEDIA LLC	1st Payment - Sound Support	2,100.00
34646	07/09/2018	EMERGENCY VEHICLE PRODUCTS	Yearly Service on 721	2,485.70
34647	07/09/2018	KATHLEEN FRANZ	Stage Manager-Alice in Wonderl	800.00
34648	07/09/2018	CHRIS GARRETT	Orchestra - Festival 2018	350.00
34649	07/09/2018	KEN HOLDA	Final Pmt-Director-Family Show	440.00
34650	07/09/2018	KRISTINA JORDAN	2018 Festival Director	1,000.00
34651	07/09/2018	KALAMAZOO CIVIC THEATRE	Costume Rental & Battery Chgr	90.00
34652	07/09/2018	KALAMAZOO OIL CO.	Fuel Charges 6/1 to 6/15/18	664.84
34653	07/09/2018	KALAMAZOO TOWNSHIP	Police Services Contract-July	25,827.36
34654	07/09/2018	TREASURER CITY OF KALAMAZOO	Municipal Sewer-May 2018	7,108.52
34655	07/09/2018	MARIE KERSTETTER	Music Director-Family Musical	900.00
34656	07/09/2018	ROB LINDSAY	Orchestra - Festival 2018	350.00
34657	07/09/2018	LOVELY'S GREENHOUSES, INC.	Flowers for Downtown Area	217.20
34658	07/09/2018	MAINTENANCE MASTERS, INC.	422 Wilson-Weed Ord Mowing	95.00
34659	07/09/2018	DONNA MCKENNA	Costume Designer-Family Musical	700.00
34660	07/09/2018	KURT MELENDY	Orchestra - Festival 2018	350.00
34661	07/09/2018	MICHIGAN ELECTION RESOURCES	Election Supplies	30.00
34662	07/09/2018	MICHIGAN RURAL WATER ASSOCIATI	Annual Memb. Dues to 6/30/19	785.00
34663	07/09/2018	MICHAEL MINESTRA	Concert in Park-Last Mangos 7/22	1,500.00
34664	07/09/2018	MOSES FIRE EQUIPMENT	Chainsaw Tray, Gas Can Holder	220.09
34665	07/09/2018	ALEX NELSON	Set Supplies - reimb	43.88
34666	07/09/2018	ALEX NELSON	Technical Director	600.00
34667	07/09/2018	CITY OF PARCHMENT	DDA Garden	899.53
34668	07/09/2018	PROTEC	Annual Membership beg 7/1/18	225.50
34669	07/09/2018	REPUBLIC SERVICES #249	DPW - July	224.75
34670	07/09/2018	RIVERRUN PRESS	3,000 Play & Concert Brochures	1,253.81
34671	07/09/2018	KRIS ALLEMANG STAHL	Choreographer	700.00
34672	07/09/2018	NANCY STODDARD	Envelopes for Water Bills	223.32
34673	07/09/2018	T & L RENTAL AND INFLATABLES	festival rentals	3,005.00
34674	07/09/2018	ZAC THOMPSON	Final Pmt - Youth Show	480.00
34675	07/09/2018	TIC TOC TROPHY SHOP, INC.	Car Show Trophies	482.50
34676	07/09/2018	ALEX TOBIN	Sound Designer-Both Shows	800.00
34677	07/09/2018	PHIL VANORMAN	Asst Stage Mgr-Family Musical	200.00
34678	07/09/2018	JAN WATSON	Props	557.65
34679	07/09/2018	JAN WATSON	Performing Arts Chair	700.00
34680	07/09/2018	JAN WATSON	Co-Properties Designer-Both Sh	200.00

ACCT. NUMBER: XXXX XXXX XXXX 1546

CREDIT LIMIT	25,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	5,372.51	MINIMUM PAYMENT DUE	5,372.51
AVAILABLE CREDIT	19,627.49	PAYMENT DUE DATE	07-23-18

CORPORATE ACCOUNT ACTIVITY

CITY OF PARCHMENT
XXXX-XXXX-XXXX-1546

TOTAL CORPORATE ACTIVITY
\$5,326.11 CR

Post Date	Trans Date	Reference Number	Transaction Description	Amount
06-22	06-22		AUTO PAYMENT DEDUCTION	5,326.11 CR

INDIVIDUAL CARDHOLDER ACTIVITY

PHIL WOLTHUIS
XXXX-XXXX-XXXX-1793

CREDITS \$0.00 PURCHASES \$2,778.41 CASH ADV \$0.00 TOTAL ACTIVITY \$2,778.41

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
05-30	05-29	55546508149286794500037	EXTREME POWER EQUIPMEN KALAMAZOO MI		16.99
05-30	05-29	85101658149980004925862	SHARP SHOP KALAMAZOO MI		21.89
05-30	05-29	05227028150000442124470	LJ FLUID POWER INC DELTON MI		358.00
06-04	05-31	55541868152010192058167	THE HOME DEPOT #2771 PLAINWELL MI		89.22
06-08	06-06	05436848158100057367149	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI		174.89
06-14	06-13	55446418164839626192689	FERGUSON WTRWRKS #3393 KALAMAZOO MI		384.24
06-19	06-18	55546508169286794200047	EXTREME POWER EQUIPMEN KALAMAZOO MI		1,523.99
06-20	06-19	55546508170286794300018	EXTREME POWER EQUIPMEN KALAMAZOO MI		53.99
06-21	06-20	55547508172754117461301	CONSUMERS CONCRETE 301 KALAMAZOO MI		155.20

BILL CAHILL
XXXX-XXXX-XXXX-1801

CREDITS \$0.00 PURCHASES \$1,493.81 CASH ADV \$0.00 TOTAL ACTIVITY \$1,493.81

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
05-31	05-30	55506298150608731394921	ONE WAY PRODUCTS 2693433772 MI		76.76
06-19	06-18	55506298169608052446275	ONE WAY PRODUCTS 2693433772 MI		409.58
06-21	06-20	25247808171003345064128	RATHCO SAFETY & SUPPLY PORTAGE MI		991.50
06-25	06-21	55541868173010184749059	THE HOME DEPOT #2771 PLAINWELL MI		15.97

JIM DUBY
XXXX-XXXX-XXXX-1892

CREDITS \$40.00 PURCHASES \$8.99 CASH ADV \$0.00 TOTAL ACTIVITY \$31.01 CR

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
06-04	05-31	05140488152710033447530	HARDING'S MARKET #36 PARCHMENT MI		8.99
06-21	06-20	55446418172081540467133	ETNA DISTRIBUTORS KALA 8002089182 MI		40.00 CR

SHANNON STUTZ
XXXX-XXXX-XXXX-0473

CREDITS \$0.00 PURCHASES \$428.31 CASH ADV \$0.00 TOTAL ACTIVITY \$428.31

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
06-04	06-02	55432868153200226269119	VZWRLLS*APOCC VISB 800-922-0204 FL		80.02
06-08	06-07	55429508158637160134415	PIXELVINE 8007340751 MI		71.25
06-14	06-13	55429508164637386197586	PIXELVINE 8007340751 MI		65.00
06-18	06-15	05410198166105135630616	QUILL CORPORATION 800-982-3400 SC		12.51
06-18	06-15	05410198166105135630525	QUILL CORPORATION 800-982-3400 SC		199.53

JOE BONHOMME
XXXX-XXXX-XXXX-8069

CREDITS \$0.00 PURCHASES \$702.99 CASH ADV \$0.00 TOTAL ACTIVITY \$702.99

Post Date	Trans Date	Reference Number	Transaction Description	VCN	Amount
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ACCT. NUMBER: XXXX XXXX XXXX 1546			
CREDIT LIMIT	25,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	5,372.51	MINIMUM PAYMENT DUE	5,372.51
AVAILABLE CREDIT	19,627.49	PAYMENT DUE DATE	07-23-18

INDIVIDUAL CARDHOLDER ACTIVITY				
05-31	05-30	55463158150286099903950	KIMBALL MIDWEST 8002331294 OH	75.47
06-01	05-31	05345888152600025651377	1000BULBS.COM 800-624-4488 TX	41.23
06-04	06-01	05436848153100111756001	MENARDS KALAMAZOO EAST COMSTOCK TOWN MI	19.74
06-04	06-01	55429508153027470086114	E-CONOLIGHT 8882439445 WI	118.98
06-11	06-08	05436848160000398924358	USPS PO 2549110002 KALAMAZOO MI	7.62
06-19	06-18	55446418169207876200013	FRONT LINE SERVICES IN 9896956633 MI	439.95

**City of Parchment
Investment Report
June 30, 2018**

Maturity Date	Interest Rate	Institution	Type of Investment	Amount
9/22/2018	0.50%	Old National	Certificate of Deposit	\$ 50,000.00
2/26/2019	1.20%	MB - Wells Fargo	Certificate of Deposit	\$ 100,000.00
12/23/2020	1.25%	DA - FNMA	Note	\$ 100,000.00
9/28/2021	1.70%	DA - Wells Fargo	FDIC Step Coupon Bond	\$ 100,000.00
8/22/2022	1.25%	DA - Wells Fargo	FDIC Step Coupon Bond	\$ 92,000.00
		DA Davidson	Money Market Fund	\$ 5,294.01
		Huntington National/Invesco	Money Market Fund	\$ 1,823.40
		Multi Bank	Money Market Fund	\$ 696.99
			Investment Total	\$ 449,814.40



Parchment School District
520 North Orient Street
Parchment, MI 49004
(269) 488.1050 PHONE
(269) 488.1060 FAX
www.parchmentschools.org

RECEIVED
JUL 02 2018
PAID

June 13, 2018

To Parchment City Council:

Parchment High School Student Council is seeking permission to host our annual Parchment Homecoming Parade on **Friday, September 14th at 5 pm**. We plan on starting at Kindleberger Park (arrive at 4 pm) work our way down Riverview, and travel up "G" Avenue, turn right at Orient, turn left at the Administration Drive and enter the back gate of the high school parking lot.

*****NOTE:** Homecoming is very early this year. It is the 2nd week of school.

We are also asking for permission to set off fireworks during half-time festivities of the homecoming game. We will be using the same fireworks company – American Traditions owned by Bill and Jerri Fayling.

If you have any questions or concerns, please contact our Student Council advisor Jodie Lugar-McManus at 488-1173.

Sincerely,

Jordan Leh
Student Council Co- Executive Board President

Lauren Wood
Parade Chair

Parchment High School
Student Council
Attn: Jodie Lugar-McManus
1916 East G Avenue
Parchment, MI 49004
(269)488-1173

Parchment High School
1916 East G Avenue
Parchment, MI 49004
(269) 488.1100

Parchment Middle School
307 North Riverview Drive
Parchment, MI 49004
(269) 488.1200

Central Elementary
516 North Orient Street
Parchment, MI 49004
(269) 488.1000

North Elementary
5535 Keyes Drive
Kalamazoo, MI 49004
(269) 488.1400

Northwood Elementary
600 Edison Street
Kalamazoo, MI 49004
(269) 488.1300

Barclay Hills
Education Center
1125 East Mosel Avenue
Kalamazoo, MI 49004
(269) 488.1470

Preschool &
Childcare Center
600 Edison Street
Kalamazoo, MI 49004
(269) 488.1360

Kindleberger Park Reservation Form

PAID
JUN 19 2018
RECEIVED

Area of park to be reserved:

- Sunken Gardens/Gazebo (\$200 non-resident/\$100 resident)(3-hour block)
(\$100 deposit required)
- Stage (\$300 non-resident/\$150 resident)(3-hour block)(\$100 deposit required)
- Lower Softball Field (\$25 non-resident, \$10 resident)(only available after 7/31)
- Tennis Court 1 (\$25 non-resident, \$10 resident)(1-hour period)
- Tennis Court 2 (\$25 non-resident, \$10 resident)(1-hour period)
- Picnic Pavilion 1 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 2 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 3 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 4 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 5 (\$100 non-resident/\$50 resident for 4-hour block)

Name: Paige Schultz Phone: 269-808-6276

Full Address: 527 Glendale Blvd

Email: pschultz431@gmail.com Alt. Phone: 269-348-1755

Date of Event: 10-13-18 Time: 2pm - 5pm

How many attendees do you anticipate at your event? 150

Will there be music as part of your event? yes

Name of DJ, Musical Performer, Sound Technician: _____

Will there be decorations, rental chairs/tents/tables: chair rental

**See park rules on reverse side*

Paige Schultz
Signature

6-19-18
Date

FOR INTERNAL OFFICE USE:

Application received by: NS

Date: 6-19-18

Payment Received: \$200.00

Receipt # 10943

Henry R. Stoddard
Signature

6-19-18
Date

Alternative address: 6211 Woodlea Dr.
Kalamazoo, MI 49048

Kindleberger Park Reservation Form

pd \$300-

Area of park to be reserved:

- Sunken Gardens/Gazebo (\$200 non-resident/\$100 resident)(3-hour block), non-refundable)(deposit required)
- Stage (\$300 non-resident/\$150 resident)(3-hour block)(deposit required)
- Lower Softball Fields (\$25 non-resident, \$10 resident)
- Tennis Court 1 (\$25 non-resident, \$10 resident)(1-hour period)
- Tennis Court 2 (\$25 non-resident, \$10 resident)(1-hour period)
- Picnic Pavilion 1 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 2 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 3 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 4 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 5 (\$100 non-resident/\$50 resident for 4-hour block)

Name: Jill Nance Phone: 269 615 2566
Address: 1505 Trails End St Kalamazoo, MI, 49001
Email: JillDNance@gmail.com Alt. Phone: _____
Date of Event: Sep 8, 2018 Time: 1pm - 4pm

How many attendees do you anticipate at your event? 30

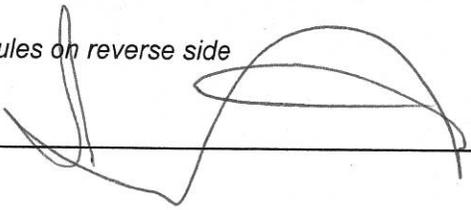
Will there be music as part of your event? Yes

Name of DJ, Musical Performer, Sound Technician: None, small speaker

bluetooth
Phone

Will there be decorations, rental chairs/tents/tables: Yes

**See park rules on reverse side*

Signature 

Date July 9 2018

FOR INTERNAL OFFICE USE:

Application received by: _____ Date: _____

Payment Received: _____ Receipt # _____

APPROVAL

Signature _____ Date _____

Kindleberger Park Reservation Form

PAID
JUL 10 2018
RECEIVED

Area of park to be reserved:

- Sunken Gardens/Gazebo (\$200 non-resident/\$100 resident)(3-hour block)
(\$100 deposit required)
- Stage (\$300 non-resident/\$150 resident)(3-hour block)(\$100 deposit required)
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- Tennis Court 1 (\$25 non-resident, \$10 resident)(1-hour period)
- Tennis Court 2 (\$25 non-resident, \$10 resident)(1-hour period)
- Picnic Pavilion 1 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 2 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 3 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 4 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 5 (\$100 non-resident/\$50 resident for 4-hour block)

Name: Bonnie Arthur Phone: 910-4421
Full Address: 215 S Riverview Parc-haent
Email: _____ Alt. Phone: _____
Date of Event: Aug 11 - 18 Time: 4-6

How many attendees do you anticipate at your event? _____
Will there be music as part of your event? no
Name of DJ, Musical Performer, Sound Technician: _____
Will there be decorations, rental chairs/tents/tables: no

*See park rules on reverse side

Bonnie Arthur _____ July 11-2018
Signature Date

FOR INTERNAL OFFICE USE:

Application received by: Paula Date: 7/11/18
Payment Received: 200 Receipt #: 16968

APPROVAL

Signature Date
Cash

Kindleberger Park Reservation Form

Area of park to be reserved:

- Sunken Gardens/Gazebo (\$200 non-resident/\$100 resident)(3-hour block)
(\$100 deposit required)
- Stage (\$300 non-resident/\$150 resident)(3-hour block)(\$100 deposit required)
- Lower Softball Field (\$25 non-resident, \$10 resident)(only available after 7/31)
- Tennis Court 1 (\$25 non-resident, \$10 resident)(1-hour period)
- Tennis Court 2 (\$25 non-resident, \$10 resident)(1-hour period)
- Picnic Pavilion 1 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 2 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 3 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 4 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 5 (\$100 non-resident/\$50 resident for 4-hour block)

Name: Kim Varney Phone: (269) 365-3813

Full Address: 525 Woods End

Email: Kimkat55@gmail.com Alt. Phone: (269) 365-1755

Date of Event: Sept. 23, 2018 Time: 2:00 ^{1:55} (husbands cell - Brian)

How many attendees do you anticipate at your event? 50-70

Will there be music as part of your event? yes

Name of DJ, Musical Performer, Sound Technician: play list

Will there be decorations, rental chairs/tents/tables: rental chairs/tables

*See park rules on reverse side

Signature: Kimberly S Varney

Date: 7/12/18

RECEIVED
JUL 12 2018
PAID

FOR INTERNAL OFFICE USE:

Application received by: [Signature]

Date: 7/12/18

Payment Received: \$400 -

Receipt # 10972

APPROVAL

Signature _____

Date _____

PAID
JUL 13 2018
RECEIVED

CITY OF PARCHMENT
650 S RIVERVIEW DR
KALAMAZOO, MI 49004
(269) 349-3785

Kindleberger Park Reservation Form

SALE

MID: 6215 Store: 0315 Term: 0441
REF#: 00000002
Batch #: 345 RRN: 819416608070
07/13/18 12:38:49
Trans ID: 388194599290114
APPR CODE: 818306
VISA
*****5202 Chip
/

Area of park to be reserved:

- Sunken Gardens/Gazebo (\$200 non-resident/\$100 resident)(3-hour block) (\$100 deposit required)
- Stage (\$300 non-resident/\$150 resident)(3-hour block)(\$100 deposit required)
- Lower Softball Field (\$25 non-resident, \$10 resident)(only available after 6pm)
- Tennis Court 1 (\$25 non-resident, \$10 resident)(1-hour period)
- Tennis Court 2 (\$25 non-resident, \$10 resident)(1-hour period)
- Picnic Pavilion 1 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 2 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 3 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 4 (\$100 non-resident/\$50 resident for 4-hour block)
- Picnic Pavilion 5 (\$100 non-resident/\$50 resident for 4-hour block)

AMOUNT \$50.00

APPROVED
Elizabeth Stier
STIER/ELIZABETH E

VISA DEBIT
AID: A0000000031010

Name: Elizabeth Stier Phone: 269-352-3165

Full Address: 330 Glendale Blvd.

Email: _____ Alt. Phone: _____

Date of Event: Aug 18 2018 Time: 2pm - 6pm

How many attendees do you anticipate at your event? 75

Will there be music as part of your event? Possibly

Name of DJ, Musical Performer, Sound Technician: N/A

Will there be decorations, rental chairs/tents/tables: YES

*See park rules on reverse side

Elizabeth Stier
Signature

July 13th 2018
Date

FOR INTERNAL OFFICE USE:

Application received by: Paula Copeland

Date: 7/13/18

Payment Received: \$ ~~50.00~~ 50.00

Receipt # 10979

APPROVAL

Signature

Date

C.C.



Township of Kalamazoo Police Department

City of Parchment Quarterly Report

April 1, 2018 through June 30, 2018

Calls for service: 636

Citations: 51 (41 traffic / 10 parking)

Arrests: 19

Traffic Crashes: 10; all property damage accidents

Significant Events:

Case #: 18-001161 – Retail Fraud

Harding's market reported a known individual had taken two 24 packs of beer and a package of chicken strips totaling \$48.00 dollars. The suspect fled prior to officers arriving. TKPD investigated the case, developed a suspect and eventually interviewed the suspect. The suspect admitted to the theft as well as acknowledged that he was given a trespass notice from the store for prior retail frauds.

The Kalamazoo County Prosecuting Attorney's Office denied charges and indicated they were adding the charges onto his sentencing guidelines for current charges pending in court.

Case #: 18-0001174 Road Rage

TKPD was dispatched to the Advia Credit Union for the report of a road rage incident. Investigating Officers found out the incident started on Riverview Dr. north of G Ave. The two vehicles involved ended up at the Advia Credit Union where the suspect assaulted the victim by spitting and hitting him in the face through an open car window. Officers obtained a confession from the suspect and arrested her for assault and battery as well as driving while license suspended.

The suspect pled guilty to one count of assault and battery.

Case #: 18-001630 Possession of Controlled substances

A traffic stop was conducted on a vehicle in the 100 block of S. Riverview Dr. The driver had an outstanding warrant for their arrest. The driver was arrested and a search of the vehicle revealed approximately a quarter pound of crystal methamphetamine, cocaine, and a small amount of marijuana.

The Kalamazoo County Prosecutor authorized charges of possession with the intent to deliver methamphetamine, possession of cocaine and possession with the intent to deliver marijuana. The case is set for trial.

Case#: 18-001662 Receiving and Concealing stolen vehicle / Retail Fraud

While on patrol, a TKPD officer observed a black Volvo in the parking lot of the Dollar General which matched the description of a recently stolen vehicle from Kalamazoo County Sheriff's jurisdiction. Officers waited and observed the vehicle until the suspect returned to the vehicle. As the suspect was starting the vehicle TKPD officers moved in and arrested him. After the arrest, a search of the suspect revealed \$21.00 dollars' worth of stolen merchandise from the Dollar General. The Kalamazoo County Sheriff's Department is investigating the suspect for fraudulent use of a financial device belonging to the victim of the stolen vehicle.

The Kalamazoo County Prosecuting Attorney's office authorized charges of receiving and concealing a stolen motor vehicle, two counts of larceny less than \$200 dollars, and retail fraud-third degree. The suspect is out on bond and the case was bound over to circuit court for trial.

2018 MONTHLY KABA PERMITS BY JURISDICTION

MONTH OF JUNE 2018

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	22	\$ 14,479
COMSTOCK	ELECTRICAL	13	\$ 2,191
COMSTOCK	MECHANICAL	20	\$ 4,416
COMSTOCK	PLUMBING	5	\$ 1,230
COMSTOCK	SPECIAL - JURISDICTION	4	\$ 220
COMSTOCK	SPECIAL - HOMEOWNER	0	\$ -
TOTAL COMSTOCK		64	\$ 22,536
KALAMAZOO	BUILDING	10	\$ 2,767
KALAMAZOO	ELECTRICAL	13	\$ 1,808
KALAMAZOO	MECHANICAL	19	\$ 2,480
KALAMAZOO	PLUMBING	8	\$ 1,116
KALAMAZOO	SPECIAL - JURISDICTION	20	\$ 963
KALAMAZOO	SPECIAL - HOMEOWNER	0	\$ -
TOTAL KALAMAZOO		70	\$ 9,134
PARCHMENT	BUILDING	1	\$ 342
PARCHMENT	ELECTRICAL	3	\$ 294
PARCHMENT	MECHANICAL	6	\$ 714
PARCHMENT	PLUMBING	0	\$ -
PARCHMENT	SPECIAL - JURISDICTION	2	\$ 110
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		12	\$ 1,460
TOTAL KABA		146	\$ 33,130

REVENUE	REVENUE
JUNE 2017	% PREV YEAR MONTH
\$ 39,738	83.4%

PERMITS	PERMITS
JUNE 2017	% 2017 - YTD
166	88.0%

2018 MONTHLY KABA PERMITS BY JURISDICTION

YEAR TO DATE AS OF: JUNE 2018

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	89	\$ 52,723
COMSTOCK	ELECTRICAL	103	\$ 17,470
COMSTOCK	MECHANICAL	97	\$ 23,392
COMSTOCK	PLUMBING	50	\$ 8,703
COMSTOCK	SPECIAL - JURISDICTION	21	\$ 1,155
COMSTOCK	SPECIAL - HOMEOWNER	10	\$ 605
TOTAL COMSTOCK		370	\$ 104,048
KALAMAZOO	BUILDING	71	\$ 65,486
KALAMAZOO	ELECTRICAL	79	\$ 11,344
KALAMAZOO	MECHANICAL	130	\$ 18,465
KALAMAZOO	PLUMBING	61	\$ 7,494
KALAMAZOO	SPECIAL - JURISDICTION	54	\$ 2,695
KALAMAZOO	SPECIAL - HOMEOWNER	29	\$ 1,650
TOTAL KALAMAZOO		424	\$ 107,134
PARCHMENT	BUILDING	6	\$ 902
PARCHMENT	ELECTRICAL	7	\$ 956
PARCHMENT	MECHANICAL	16	\$ 2,028
PARCHMENT	PLUMBING	3	\$ 494
PARCHMENT	SPECIAL - JURISDICTION	6	\$ 330
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
TOTAL PARCHMENT		38	\$ 4,710
TOTAL KABA	YTD	832	215,892

REVENUE	REVENUE
YTD - JUNE 2017	% 2017 - YTD
\$ 177,723	121.5%

REVENUE
% 2018 YTD BUDGET
1.15%

PERMITS	PERMITS
YTD - JUNE 2017	% 2017 - YTD
759	109.6%

2018 MONTHLY CUMULATIVE TOTALS	2018 MONTHLY CUMULATIVE TOTALS	
# PERMITS	REVENUE	
124	\$ 23,820	JAN
147	\$ 23,931	FEB
138	\$ 25,051	MAR
135	\$ 84,731	APRIL
142	\$ 25,230	MAY
146	\$ 33,130	JUNE
-	\$ -	JULY
-	\$ -	AUG
-	\$ -	SEPT
-	\$ -	OCT
-	\$ -	NOV
-	\$ -	DEC
832	215,892	2018

Building

Permit #	Job Address	Parcel Number	Owner	Contractor	Issue Date
PB18-18-150	153 HAYMAC	06-02-226-050	KRAISS BRUCE J	Craftsman Building S	06/12/2018

Work Description: Remove interior finishes due to fire damage. Restore back to original condition.
 Must meet 2015 MRC building and energy codes.

Total Permits For

Total Fees For Typ

Total Const. Value For Typ

Report Summary

Grand Total

Grand Total

Population: All Records
 Property.City = Parchment AND
 Permit.DateIssued Between
 6/1/2018 12:00:00 AM AND
 6/30/2018 11:59:59 PM AND
 Permit.PermitType = Building
 AND
 Permit.BasicUsage = Residential
 AND
 Parcel.ParcelNumber Starts With

Grand Total Con

Property Maintenance Inspections

07/05/2018

Special Permit

Permit #	Job Address	Parcel Number	Owner	Contractor	Date Entere	Fee Total
PS18-18-077	701 COMMERCE LN	06-03-490-121	APPELGREN, JACK	6/4/18	06/04/2018	\$55.00
✓ Work Description: Property Maintenance request from township						
PS18-18-080	115 HAYMAC	06-02-227-003	ABN INVESTMENTS LL	6/7/18	06/06/2018	\$55.00
✓ Work Description: Property Maintenance request from Parchment						

Total Permits: 2

Total Fees: \$110.00

Population: All Records

Permit.Type = Special

Permit.AND

Permit.Status = HOLD (FEE)

AND

Parcel.Number Starts With 6

AND

Property.City = Parchment AND

Permit.Category = Jurisdiction

Request

ORDINANCE NO. _____

CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the CITY OF PARCHMENT, KALAMAZOO COUNTY, MICHIGAN, for a period of thirty years.

THE CITY OF PARCHMENT ORDAINS:

SECTION 1. GRANT and TERM. The CITY OF PARCHMENT, KALAMAZOO COUNTY, MICHIGAN, hereby grants to Consumers Energy Company, its successors and assigns, hereinafter called "Consumers" the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and valves on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the CITY OF PARCHMENT, KALAMAZOO COUNTY, MICHIGAN, for a period of thirty years.

SECTION 2. CONDITIONS. No public place used by Consumers shall be obstructed longer than necessary during construction or repair, and shall be restored to the same order and condition as when work was commenced. All of Consumers' gas lines and related facilities shall be placed as not to unnecessarily interfere with the public's use of public places. Consumers shall have the right to trim or remove trees if necessary in the conducting of such business.

SECTION 3. HOLD HARMLESS. Consumers shall save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction and maintenance of the lines and related facilities hereby authorized. In case any action is commenced against the City on account of the permission herein given, Consumers shall, upon notice, defend the City and its representatives and hold them harmless from all loss, costs and damage arising out of such negligent construction and maintenance.

SECTION 4. EXTENSIONS. Consumers shall construct and extend its gas distribution system within said City, and shall furnish gas service to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 5. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive.

SECTION 6. RATES and CONDITIONS. Consumers shall be entitled to provide gas service to the inhabitants of the City at the rates and pursuant to the conditions as approved by the Michigan Public Service Commission. Such rates and conditions shall be subject to review and change upon petition to the Michigan Public Service Commission.

SECTION 7. REVOCATION. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by either party. Upon revocation this ordinance shall be considered repealed and of no effect past, present or future.

SECTION 8. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION. Consumers remains subject to the reasonable rules and regulations of the Michigan Public Service Commission applicable to gas service in the City and those rules and regulations preempt any term of any ordinance of the City to the contrary.

SECTION 9. REPEALER. This ordinance, when enacted, shall repeal and supersede the provisions of any previous gas franchise ordinance adopted by the City including any amendments.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect on _____.

We certify that the foregoing Franchise Ordinance was duly enacted by the City Commission of the CITY OF PARCHEMENT, KALAMAZOO COUNTY, MICHIGAN, on the ____ day of _____, 2018.

Robert Britigan III, City Mayor

Attest:

I, _____, Clerk of the CITY OF PARCHEMENT, KALAMAZOO COUNTY, MICHIGAN, DO HEREBY CERTIFY that the ordinance granting Consumers Energy Company, a gas franchise, was properly adopted by the City Commission of the CITY OF PARCHEMENT, KALAMAZOO COUNTY, MICHIGAN, and that all proceedings were regular and in accordance with all legal requirements.

Shannon Stutz, City Clerk

Dated: _____, 2018

Empty. Clean. Dry.

The new way to recycle.



Reduce. Reuse. Recycle. Anyone growing up in the 1970s, '80s or '90s learned the three Rs of recycling in school. We were taught to recycle everything we could. We added recycling containers to our homes, our offices and classrooms and recycling became a part of our culture.

In the 40 years since recycling was introduced, Americans recycle nearly 87 million tons per year. That means that each of us recycles approximately 1.5 pounds per day! However, the recycling model we all grew up with is changing, and we have to change with it.

Trying to recycle unclean or unrecyclable material increases sorting time and slows down the recycling process, damages the facility's equipment and causes contaminants in the bales of clean recyclables that decreases the value of the items. When this occurs, we have to put the ENTIRE load of recyclables into our landfills due to the contamination.



Empty.



Clean.



Dry.

EMPTY means making sure there is no food or product residue. Make sure all of that goes into the trash or down the drain as part of the EMPTY process.

CLEAN means that empty recyclable containers should be rinsed. So, no mustard in the mustard containers or left over ketchup in the ketchup bottles. If you cannot get a container completely clean, it is best to put it into the trash so as not to contaminate the rest of your recycling material and the overall process.

DRY means letting containers dry before placing in your **All-in-One Recycling™** blue container so that the paper and cardboard does not get wet. Wet or soiled paper and cardboard cannot be recycled.

By practicing Empty. Clean. Dry. with our families, we can ensure the recycling materials leaving our homes are in fact recyclable. Together, we are caretakers of this blue planet. It is worthy of every effort we can make to protect it for our children's children.

Be sure your recyclables are empty, clean and dry before you toss them in the recycling container.

Recyclable Items



Paper
Office paper
Newspaper
Envelopes
Junk mail
Phone books
Brochures
Magazines
Catalogs



Cardboard
File folders
Poster board
Shipping boxes
(folded flat)
Frozen food boxes
Cardboard boxes
Milk cartons



Plastic
Water bottles
Take-out containers
Soda bottles
Detergent/containers



Metal
Aluminum beverage cans
Food cans
Steel food containers



Glass
Bottles (clear, green
and brown)
Jars

Non-Recyclable Items

Plastic bags or plastic wrap
Aerosol cans
Aluminum foil
Batteries
Food waste

Pizza boxes
Electronic waste
Mirrors or ceramics
Paint
Pesticides

Medication
Styrofoam
Tissue, paper towels and napkins
Syringes and needles



We'll handle it from here.®

PIGGYBACK SOFTWARE LICENSING AGREEMENT

PARTIES: ImageTrend, Inc. ("ImageTrend") residing at 20855 Kensington Blvd and City of Parchment Fire Department ("CLIENT") 650 S. Riverview Drive Parchment, MI 49004.

Contract Number: 327392

RELATED CONTRACT INFORMATION:

Related to Contract Name: City of Kalamazoo Department of Public Safety ("Prime Contract")

Related Contract No.: 327392

The PARTIES hereby agree as follows:

1. The body of the Prime Contract, Exhibit C – Service Level Agreement (i.e. excluding other attachments and exhibits) is hereby incorporated by reference as the terms for this Agreement. Where the Related Parties names appear in the Prime Contract, for purposes of this Agreement, they are replaced with the PARTIES to this Agreement. The Exhibits to this Agreement, and the incorporated body of the Prime Contract as detailed in the previous sentence, form the complete Agreement between the PARTIES related to the topics herein.
2. All prices and fees due to ImageTrend under the Prime Contract are hereby replaced, for purposes of this Agreement, by Exhibit A below.
3. To the degree this Piggyback Agreement is made with CLIENT to use functionality or make decisions regarding the modification, disposition, operation, usage, or non-usage of goods or services originally procured for CLIENT by System Administrator, or a party to the Prime Contract, CLIENT's rights are subordinate to those of the parties to the Prime Contract. To the degree CLIENT requests require modification or otherwise impact the parties to the Prime Contract, CLIENT must seek and obtain written permission from the affected parties in the Prime Contract (i.e. System Administrator). Should System Administrator deny this permission, ImageTrend may rightfully withhold performance under this Agreement to the extent it is not permitted by System Administrator, or not permitted by law or regulation in ImageTrend's interpretation. CLIENT is advised ImageTrend is a Business Associate to the System Administrator and has duties under HIPAA which may not be waived or modified without System Administrator's written consent.

"CLIENT"

By: _____
Name: _____
Title: _____
Dated: _____

"IMAGETREND"

By: Michael J. M. Brady
Name: _____
Title: _____
Dated: 06/15/2018

EXHIBIT A – PRICING AGREEMENT

Pricing Agreement PFD - 01

Description	Units	Regional Total Price	Department Total
ImageTrend Elite™ Rescue Setup	1	\$6,870.00	\$41.22
Webinar Training Session	6	\$2,100.00	\$12.60
Onsite Training Session	3	\$4,200.00	\$25.20
Travel	1	\$1,750.00	\$10.50
TOTAL One-Time Fees			<u>\$89.52</u>

Description	Units	Regional Total Price	Department Total
ImageTrend Elite™ Rescue SaaS	1	\$34,335.00	\$206.01
Credit for State Provided Elite™ Field	1	(\$8,583.75)	(\$51.50)
CAD Integration <i>Vendor: Integraph</i>	1	N/A	\$1,000.00
TOTAL Recurring Fees			<u>\$1,154.51</u>

TOTAL Year 1 **\$1,244.03**

Optional^	Units	Price	Extended
Investigations Setup	1	\$750.00	
Investigations Annual Fee	1	\$400.00	
Visual Informatics – 1 st Data Set EMS and Fire	1	\$1,000.00	
Visual Informatics – 2 nd Data Set EMS and Fire	1	\$500.00	
CAD Switch Vendor	1	\$3,500.00	
Auto Export of the NEMSIS v3 Web Service	1	\$3,500.00	
Kno2 Fax	1	\$400.00	
Kno2 Fax Setup	1	\$2,500.00	
Out of Scope billed at \$175/Hour	TBD	\$175.00	
Additional Onsite Training Sessions	TBD	\$1,000.00	
Travel per Trainer (for Onsite at Client's Facility Training)	TBD	\$1,500.00	

^The Client may elect to purchase additional services as set forth in the options identified above at the scheduled price amounts at any time during the initial term of the project. The Client shall exercise said options by written notice to ImageTrend.

Payment Terms:

- a. The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days. The Recurring Annual fees will be invoiced annually in advance.

- b. If there is a delay in acceptance on items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
- c. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit A due to CLIENT's breach of contract, overdue payments, or missed payments.
- d. CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late.
- e. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable.
Note: If CLIENT would like to schedule Onsite Training on the weekend, additional fees may apply.
Note: IMAGETREND is not responsible for any CAD Vendor requirements and any associated fees
Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports

Pricing escalation factors:

- a. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

Statements/Invoices should be mailed to:

Joe Bonhomme
City of Parchment
650 S. Riverview Drive
Parchment, MI 49004
Phone: (269) 349-3785
Email: firedept@parchment.org

ImageTrend Salesperson Contact:

Eric Bambard
952-469-1589
ebambard@imagetrend.com
contracts@imagetrend.com

EXHIBIT B – TAX EXEMPTION CERTIFICATE

Client to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.

EXHIBIT C – BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated _____, 2018 (the “Effective Date”), is entered into by and between the Parchment Fire Department (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations**. Business Associate may receive from Covered Entity, or create

or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any

amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and

all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but

not limited to the information described in items (i) through (v), above.

- b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- c. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
- d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
- e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the

Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**

- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

If to Business Associate:

ImageTrend, Inc.

Attn: Michael J. McBrady

20855 Kensington Blvd.

Lakeville, MN 55044

- 14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- 15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- 16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all

prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement: Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

"CLIENT"

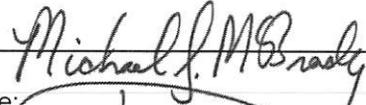
By: _____

Name: _____

Title: _____

Dated: _____

"IMAGETREND"

By:  _____

Name: _____

Title: _____

Dated: 06/15/2018