



**COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM
(CLEMIS) AUTHORITY**

**EXECUTIVE COMMITTEE
Regular Meeting**

December 10, 2025
10:00 a.m.
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Approval of Minutes**
 - A. Minutes of November 10, 2025, Initial Meeting
- 5. Reports**
 - B. Administrative Report
 1. Status Update from Chairperson
 - C. Committee Reports (none)
 - D. Financial Report (none)
 - E. Audits (none)
- 7. Old Business (none)**
- 8. New Business**
 - A. Public Hearing on Courts and Law Enforcement Management Information System (CLEMIS) Authority Fiscal Year 2025-2026 General Appropriations Act
 - B. Resolution 2025-24-Adopt FY 2025-2026 General Appropriations Act
 - C. Resolution 2025-25-Adopt Regular Meeting Schedule for 2026

- D. Resolution 2025-26-Authorize Contract with Gusto for Temporary Payroll Processing
- E. Resolution 2025-27-Authorize Contract with Byrum & Fisk Advocacy Communications for Communication Services
- F. Resolution 2025-28-Authorize Contract with Blue Chip Talent Executive Search for Executive Search Services
- G. Resolution 2025-29-Authorize Contract with Rehmann Robson for Compensation Benchmarking Services

9. Public Comment (if any)

10. Other Business

11. Adjournment

A copy of the proposed minutes of the meeting will be available for public inspection at the principal office of the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the “**Authority**”) within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval by the executive committee of the Authority.

122486.000003 4913-8669-1963.2

**4.A. Minutes of November 10, 2025,
Initial Meeting**



**COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM
(CLEMIS) AUTHORITY**

EXECUTIVE COMMITTEE

November 10, 2025
6:00 p.m.
White Lake Charter Township Hall
7525 Highland Road
White Lake, MI 48383

MINUTES

☐ Proposed Minutes ☒ Approved Minutes

Meeting Type: ☒ Regular ☐ Special

1. Call To Order

The meeting was called to order by Ken Theis at 6:13 p.m.

2. Roll Call

Executive committee member attendance:

Ken Theis, Member	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
James Gallagher, Member	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
Daniel Keller, Member	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
David Woodward, Member	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
Eric Hawkins, Member	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
Greg Flynn, Member	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
Joe LaRussa, Member	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
Laura Dodd, Member	<input type="checkbox"/> Present	<input checked="" type="checkbox"/> Absent
Troy Bevier, Member	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent

Other attendees: Bo Cheng, April Lynch, Tom Wydra, Sean Carlson, Steve Liedel, and Rowan Conybeare.

3. Approval of Agenda

No objections to the adoption of the agenda.

4. Approval of Minutes

No minutes to approve.

5. Reports

No reports were given.

6. Old Business

No old business.

7. New Business

A. Resolution 2025-1-Adopt Initial Bylaws

Ken Theis asked if there were any objections to adopting the initial bylaws so that the executive committee could continue with organizing. There was a brief discussion regarding the number of committee members required to amend the bylaws. Hearing no objections, the initial bylaws were adopted by unanimous consent.

B. Resolution 2025-2-Elect Initial Officers

The executive committee moved to elect James Gallagher as vice-chairperson, Joe LaRussa as secretary, and Daniel Keller as treasurer.

Moved by: David Woodward

Supported by: Eric Hawkins

Yes: ☒ No:

C. Resolution 2025-3-Retain Legal Counsel

Motion to retain Dykema Gossett PLLC as legal counsel to the Authority.

Moved by: Joe LaRussa

Supported by: Daniel Keller

Yes: ☒ No:

D. Resolution 2025-4-Adopt Ethics and Conflict of Interest Policy

Motion to adopt the prepared ethics and conflict of interest policy.

Moved by: Troy Bevier

Supported by: Joe LaRussa

Yes: ☒ No:

E. Resolution 2025-5-Format for Agendas, Minutes, and Resolutions

Motion to adopt the resolution on format for agendas, minutes, and resolutions.

Moved by: James Gallagher

Supported by: Troy Bevier

Yes: ☒ No:

F. Resolution 2025-6-Designate Chief Administrative Officer

Motion to designate the chairperson as the chief administrative officer.

Moved by: Daniel Keller

Supported by: Greg Flynn

Yes: ☒ No:

G. Resolution 2025-7-Obtain Employer Identification Number

Motion to adopt the resolution to obtain an employer identification number.

Moved by: Joe LaRussa

Supported by: James Gallagher

Yes: ☒ No:

H. Resolution 2025-8-Designate Financial Institution as Depository

Motion to designate Huntington Bancshares Incorporated as the depository for the money of the Authority.

Moved by: James Gallagher

Supported by: David Woodward

Yes: ☒ No:

I. Resolution 2025-9-Adopt Investment Policy

Motion to adopt the prepared investment policy.

Moved by: Troy Bevier

Supported by: Eric Hawkins

Brief discussion regarding why Huntington was chosen and whether the committee can consider other financial depositories.

Yes: ☒ No:

J. Resolution 2025-10-Adopt Disbursement Policy

Motion to adopt the prepared disbursement policy.

Moved by: Eric Hawkins

Supported by: Greg Flynn

Brief discussion regarding who handles the money under different circumstances.

Yes: ☒ No:

K. Resolution 2025-11-Designate Accountant

Motion to designate Plante & Moran, PLLC as accountant to the Authority.

Moved by: James Gallagher

Supported by: Daniel Keller

Brief discussion regarding why Plante Moran was chosen and whether the executive committee can consider other accountants, and when the committee will be provided a draft contract.

Yes: ☒ No:

L. Resolution 2025-12-Authorize Issuance of Request for Proposals for Audit Services

Motion to authorize issuance of RFP for audit services.

Moved by: Joe LaRussa

Supported by: Troy Bevier

Yes: ☒ No:

M. Resolution 2025-13-Confirm Tax Exempt Status

Motion to authorize the chairperson, with the assistance of the Authority's legal counsel or accountant, or both, to take necessary action to confirm tax exempt status.

Moved by: Daniel Keller

Supported by: James Gallagher

Yes: ☒ No:

N. Resolution 2025-14-Authorize Chairperson to Accept Gifts or Grants

Motion to authorize the chairperson to accept gifts or grants on behalf of the Authority.

Moved by: Joe LaRussa

Supported by: Eric Hawkins

Yes: ☒ No:

O. Resolution 2025-15-Designate Place for Meeting Notices and Responsible Person

Motion to direct the chairperson or the chairperson's designee to post meeting notices at the principal office of the Authority to assure compliance with the Open Meetings Act.

Moved by: Joe LaRussa

Supported by: Greg Flynn

Yes: ☒ No:

P. Resolution 2025-16-Adopt Freedom of Information Act Procedures and Guidelines and Public Summary

Motion to adopt the prepared procedures and guidelines to comply with FOIA.

Moved by: Troy Bevier

Supported by: Eric Hawkins

Brief discussion on what information is and is not exempt under FOIA.

Yes: ☒ No:

Q. Resolution 2025-17-Designate Domain Name and Contracts with Service and Internet Providers

Motion to designate domain name and enter into contracts with a domain name service provider and an Internet service provider.

Moved by: Greg Flynn

Supported by: James Gallagher

Brief discussion on whether the domain should be ".org" or ".gov."

Yes: ☒ No:

R. Resolution 2025-18-Adopt Regular Meeting Schedule for 2025

Motion to comply with Open Meetings Act and adopt a schedule of regular meetings for 2025.

Moved by: Daniel Keller

Supported by: James Gallagher

Brief discussion on when the next meeting should be held.

Yes: ☒ No:

S. Resolution 2025-19-Adopt FY 2025-2026 Budget and Appropriations Time Schedule

Motion to adopt FY 2025-2026 budget and appropriations time schedule.

Moved by: Eric Hawkins

Supported by: Greg Flynn

Brief discussion on when the executive committee will receive more information on the recommended budget.

Yes: ☒ No:

T. Resolution 2025-20-Adopt Public Hearing Date for Recommended Budget

Motion to adopt public hearing date for FY 2025-2026 recommended budget.

Moved by: Joe LaRussa

Supported by: James Gallagher

Yes: ☒ No:

U. Resolution 2025-21-Obtain Insurance for Directors and Officers

Motion to authorize the chairperson to purchase insurance for the benefit of the Authority, the members of the authority board of the Authority, the members of the executive committee, and the officers of the Authority.

Moved by: Daniel Keller

Supported by: Troy Bevier

Yes: ☒ No:

V. Resolution 2025-22-Adopt Anti-Fraud Policy

Motion to adopt the prepared anti-fraud policy.

Moved by: Greg Flynn

Supported by: Eric Hawkins

Yes: ☒ No:

W. Resolution 2025-23-Designate Executive Director

Motion to designate Bo Cheng as the executive director and chief executive officer of the Authority.

Moved by: Daniel Keller

Supported by: Joe LaRussa

Yes: ☒ No:

8. Public Comment

No public comments made.

9. Other Business

Steve Liedel of Dykema Gossett PLLC raised temporarily hiring a public relations firm to respond to media inquiries.

Moved by: Greg Flynn

Supported by: Eric Hawkins

Brief discussion on sending notification of the Authority to the CLEMIS members.

Yes: ☒ No:

No other business.

10. Adjournment

Motion to adjourn at 6:48 p.m.

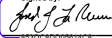
Moved by: Eric Hawkins

Supported by: Daniel Keller

Yes: ☒ No:

CERTIFICATION OF MINUTES

Proposed minutes respectfully submitted,

Signed by:

8830C8D0D5614C8

Joe LaRussa
Secretary

11/24/2025

Date

Approved by the executive committee on December 10, 2025.

Joe LaRussa
Secretary

Date

122486.000003 4912-9691-8137.2

**8.B. Resolution 2025-24
Adopt FY 2025-2026 General
Appropriations Act**



**COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM
(CLEMIS) AUTHORITY**

EXECUTIVE COMMITTEE

RESOLUTION 2025-24

FY 2025-2026 General Appropriations Act

The executive committee (the “**Executive Committee**”) of the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the “**Authority**”) hereby resolves:

- that the following is hereby adopted as the FY 2025-2026 General Appropriations Act of the Authority:

**FY 2025-2026 General Appropriations Act
of the
COURTS AND LAW ENFORCEMENT MANAGEMENT
INFORMATION SYSTEM (CLEMIS) AUTHORITY
(as of December 10, 2025)**

1. Title. This resolution shall be known and may be cited as the “CLEMIS Authority FY 2025-2026 General Appropriations Act”.

2. Public Hearing. In compliance with 1963 (2nd Ex Sess) PA 43, as amended, MCL 141.411 to 141.415, notice of a public hearing on the proposed budget was published in a newspaper of general circulation on December 2, 2025, and a public hearing on the proposed budget was held by the executive committee (the “**Executive Committee**”) of the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the “**Authority**”) on December 10, 2025.

3. Millage Levy. The Authority is not authorized to levy taxes.

4. Adoption of Budget by Activity. The Executive Committee of the Authority adopts the budget for the Authority for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026 by activity. Authority officials responsible for the expenditures authorized in the budget may expend Authority funds up to, but not to exceed, the total appropriation authorized for each activity.

5. Payment of Bills. All claims or bills against the Authority shall be authorized by pursuant to action by the Executive Committee and approved by the Chairperson of the Authority before payment by the Authority or be approved under a policy for the payment of invoices adopted by the Executive Committee. However, the treasurer of the Executive Committee otherwise may pay certain claims or bills to avoid late penalties, service charges, or interest, and shall report the payment to the Executive Committee not later than the next meeting of the Executive Committee.

6. Estimated Revenues and Expenditures. Estimated total revenues and expenditures for the Authority for FY 2025-2026 are:

<u>Fund</u>	<u>Revenue</u>	<u>Expenditures</u>
General	\$17,554,000	\$10,554,000

General Fund

		FY 2026 Budget
Revenue		
CLEMIS service fees	\$	5,391,260
CLEMIS market fees		1,030,740
CLEMIS data fees		982,000
Total Charges for Services		7,404,000
Investment Income		150,000
Other Revenue		-
Transfers In from County		10,000,000
Total Revenue	\$	17,554,000
Expenditure		
Salaries and Wages	\$	2,372,500
Fringe Benefits		901,157
Contractual Services		4,255,343
Supplies		25,000
Capital Outlay		3,000,000
Total Expenditure	\$	10,554,000
Revenue over (under)		
Expenditures	\$	7,000,000
Fund Balance - BoY		-
Fund Balance - EoY	\$	7,000,000

7. Periodic Financial Reports. The treasurer with assistance from the firm's accountant shall provide the Executive Committee at its meeting immediately following the end of each fiscal quarter, and at the final meeting of the Executive Committee of the fiscal year, a report of fiscal year to date revenues and expenditures compared to the budgeted amounts for the fiscal year.

8. Budget Monitoring. Whenever it appears to the chief administrative officer of the Authority that the actual and probable revenues in any fund of the Authority will be less than the estimated revenues upon which appropriations from the fund were based, and when it appears that expenditures will exceed an appropriation, the chief administrative officer shall present

recommendations to the Executive Committee to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. The recommendations shall include proposals for reducing appropriations, increasing revenues, or both.

9. Adoption. Motion made by _____. Seconded by _____ to adopt this resolution as the general appropriations act for the Authority for the fiscal year ending September 30, 2026. Upon a roll call vote, the following members of the Executive Committee voted yes: _____.
The following voted no: _____.

Secretary's Certification:

I certify that this resolution was duly adopted by the executive committee of the Courts and Law Enforcement Management Information System (CLEMIS) Authority at a properly noticed open meeting held with a quorum present on December 10, 2025.

Joe LaRussa
Secretary

8.C. Resolution 2025-25
Adopt Regular Meeting Schedule for 2026



**COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM
(CLEMIS) AUTHORITY**

EXECUTIVE COMMITTEE

RESOLUTION 2025-25

Adoption of Regular Meeting Schedule for 2026

The executive committee (the “**Executive Committee**”) of the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the “**Authority**”) hereby resolves that the attached notice and schedule of regular meetings is approved and adopted as the schedule of regular meetings for the Executive Committee for the calendar year ending December 31, 2026, and must be posted at the principal office of the Authority:

**COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM
(CLEMIS) AUTHORITY**

EXECUTIVE COMMITTEE

NOTICE OF REGULAR MEETINGS

5111 Woodward Avenue, Suite 723
Pontiac, MI 48342
(947) 729-8725

The **Executive Committee of the Courts and Law Enforcement Management Information System (CLEMIS) Authority** will hold its regular meetings during the calendar year ending December 31, 2026, on the following dates and at the following times:

<u>Date</u>	<u>Time</u>	<u>Location</u>
Thursday, January 8, 2026	4:00 p.m.	White Lake Charter Township Hall 7525 Highland Road White Lake, MI 48383
Thursday, January 22, 2026	4:00 p.m.	Offices of Dykema Gossett PLLC 39577 Woodward Avenue, Suite 300 Bloomfield Hills, MI 48304
Thursday, February 12, 2026	4:00 p.m.	White Lake Charter Township Hall 7525 Highland Road White Lake, MI 48383

Thursday, March 12, 2026	4:00 p.m.	Offices of Dykema Gossett PLLC 39577 Woodward Avenue, Suite 300 Bloomfield Hills, MI 48304
Thursday, April 9, 2026	4:00 p.m.	White Lake Charter Township Hall 7525 Highland Road White Lake, MI 48383
Thursday, May 14, 2026	4:00 p.m.	Offices of Dykema Gossett PLLC 39577 Woodward Avenue, Suite 300 Bloomfield Hills, MI 48304
Thursday, June 11, 2026	4:00 p.m.	White Lake Charter Township Hall 7525 Highland Road White Lake, MI 48383
Thursday, July 9, 2026	4:00 p.m.	Offices of Dykema Gossett PLLC 39577 Woodward Avenue, Suite 300 Bloomfield Hills, MI 48304
Thursday, August 13, 2026	4:00 p.m.	White Lake Charter Township Hall 7525 Highland Road White Lake, MI 48383
Thursday, September 10, 2026	4:00 p.m.	Offices of Dykema Gossett PLLC 39577 Woodward Avenue, Suite 300 Bloomfield Hills, MI 48304
Thursday, October 8, 2026	4:00 p.m.	White Lake Charter Township Hall 7525 Highland Road White Lake, MI 48383
Thursday, November 12, 2026	4:00 p.m.	Offices of Dykema Gossett PLLC 39577 Woodward Avenue, Suite 300 Bloomfield Hills, MI 48304
Thursday, December 10, 2026	4:00 p.m.	White Lake Charter Township Hall 7525 Highland Road White Lake, MI 48383

The meetings will be open to the public and this notice is provided under the Open Meetings Act, 1967 PA 267, as amended, MCL 15.261 to 15.275.

The meeting location is barrier-free and accessible to individuals with special needs. Individuals needing special accommodations or assistance to attend or address the Executive Committee should contact the Authority at (947) 729-8725 prior to the meeting to assure compliance with Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, as amended, 42 USC 12131 to 12134.

A copy of the proposed minutes of the meetings will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meetings, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval by the Executive Committee.

Secretary's Certification:

I certify that this resolution was duly adopted by the executive committee of the Courts and Law Enforcement Management Information System (CLEMIS) Authority at a properly noticed open meeting held with a quorum present on December 10, 2025.

Joe LaRussa
Secretary

8.D. Resolution 2025-26
Authorize Contract with Gusto for
Temporary Payroll Processing



**COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM
(CLEMIS) AUTHORITY**

EXECUTIVE COMMITTEE

RESOLUTION 2025-26

Authorize Contract with Gusto for Temporary Payroll Processing

The Authority is in need of temporary payroll processing services.

The Authority's CEO-designate has identified Gusto, Inc. as an Internet-based provider of payroll processing services.

The Executive Committee wants the Authority to enter into a contract with Gusto, Inc. to enable the use of temporary payroll processing services on an as-needed basis.

The Executive Committee therefore resolves as follows:

- that the chairperson of the Executive Committee (the "**Chairperson**") is authorized on behalf of the Authority to enter into an agreement with Gusto, Inc. for the provision of payroll processing services to the Authority;
- that the Chairperson is authorized to agree to Gusto's standard terms and conditions, payroll terms, and pricing;
- that any written agreements with Gusto, Inc. must be approved as to form by the Authority's legal counsel before the Chairperson signs the agreement; and
- that the Chairperson is authorized to sign documents and take other action on behalf of the Authority necessary to secure Gusto, Inc. as a payroll processing services provider for the Authority.

Secretary's Certification:

I hereby certify that this resolution was duly adopted by the executive committee of the Courts and Law Enforcement Management Information System (CLEMIS) Authority at a properly noticed open meeting held with a quorum present on December 10, 2025.

Joe LaRussa
Secretary

Gusto

Terms

[Employer Terms of Service](#)

[Members Terms of Service](#)

[Accountant Program Terms of Service](#)

[Privacy Notice](#)

[Employer Data Processing Addendum](#)

[Acceptable Use Policy](#)

[Electronic Communications Consent](#)

[Terms for Promotional Offers & Discounts](#)

[Accessibility Statement](#)

Health Insurance Benefits Service Terms

International Contractor Payments Service Terms

Human Resources Service Terms

Tax-Advantaged Accounts Service Terms

Workers' Compensation Insurance Terms

Kiosk Service Terms

State Registration Agreement

Background Checks Terms of Service

R&D Tax Credit Services Terms

R&D Tax Credit Redemption Service Terms

R&D Tax Credit Services Referral Partner Program

Tax Form Printing & Mailing Terms

Learning Management System Terms of Service

401(k) Automation Terms of Service

Gusto AI Assistant Terms of Service

Developer Terms of Service

Referral Rewards Terms

Referral Rewards Terms Exp

October 2025 Partner Promotion Terms

Time & Attendance Plus Free Trial Promotion Terms and Conditions

Community Contest Official Rules

April 2025 Partner Promotion Terms

Arbitration Opt-Out Notice

July 2024 Accountant Partner Promotion Terms – Existing Starter Firms

July 2024 New Partner Promotion Terms – New Starter Firms

July 2021 Partner Referral Terms

Partner VIP Care Promotion

Gusto Impact Contest & Awards 2026 Official Rules

Gusto Trademark Use Guidelines

May 2025 BDO Alliance Accountant Partner Promotion Terms

Service Provider Data Processing Agreement

Gusto Purchase Order Terms and Conditions

Labor Law Poster Terms of Service

Referral Rewards Tiered Terms Exp

August 2025 Partner Promotion Terms

Mutual Partnership Data Processing Agreement

Gusto MCP Terms of Service

Referral Reward End of Year 2025 Bonus 1

Referral Reward End of Year 2025 Bonus 2

Accountant Tiered Referral Terms

Marketing Communications Consent and Promotional Terms

Gusto Price Match Guidelines

November 2025 Partner Promotion Terms

Payroll Service Terms

Last updated August 18, 2025

(collectively, the **Payroll Agreement**), contain the terms and conditions under which Gusto provides to eligible Employers certain payroll, contractor payments, and payroll tax related services (collectively, the “**Payroll Service**”) through the Platform as described below. Capitalized terms used but not defined in these Payroll Terms have the meanings ascribed to them in the Gusto Employer Terms. To the extent any Payroll Terms conflict with terms of the Gusto Employer Terms, the Payroll Terms will control with respect to the Payroll Service. These Payroll Terms are Additional Terms as defined in the Gusto Terms of Service.

If you are an accountant or bookkeeper or other third party representative managing your client’s use of the Payroll Service through Gusto Pro, these Payroll Terms and the [Gusto Accountant Terms of Service](#) govern your access to and use of the Payroll Service on behalf of your client(s), each of which is an Employer. In the event of a conflict between the Payroll Terms and the Gusto Accountant Terms of Service, the Payroll Terms will control with respect to the Payroll Service.

The Payroll Service is only available in the United States, excluding U.S. territories, and these Payroll Terms are applicable only to the Payroll Service as provided in the United States. However, certain non-U.S. payroll services may be available to qualified Employers; such non-U.S. payroll services may be subject to Additional Terms, limitations on availability, and may be provided by Third-Party Partners.

1. Payroll Service

Subject to Employer’s compliance with these Payroll Terms, Gusto will provide Employer with the Payroll Service for the purposes of (each a “**Payroll Feature**”):

- Calculating Employer’s payroll and associated taxes and liabilities;

employees, contractors, tax agencies, or other recipients (collectively, “Payees”);

- Withholding, filing, and remitting payroll tax Payments and filings;
- Completing certain tax documents, including original and amended tax filings on Employer’s behalf; and
- Creating and tracking paid and unpaid time off, hours worked, reimbursements and expenses and making certain related Payments.

Each Payroll Feature, including Expedited Processing (defined below), may carry additional Service Fees, may be subject to Additional Terms, and/or may only be available to Employers enrolled in certain Service Plans or who meet other eligibility criteria, as determined by Gusto. Gusto reserves the right to change, modify, or terminate any of the Payroll Features at any time with or without notice.

2. Eligibility

To use the Payroll Service, Employer must meet the below criteria and complete the below prerequisite actions (as applicable):

- (i) have a business registered in, and Bank Account(s) located in the United States (excluding U.S. territories);
- (ii) ensure that Employer and any Payees are eligible to receive payments via the Payroll Service and are not prohibited from making or receiving payments via the Payroll Services under applicable law;
- (iii) have applied for and received applicable tax agency account ID(s);
- (iv) designate a signatory;

providing the Payroll Service, including but not limited to Employer's prior payroll information and any required authorizations or tax agency forms, including IRS Form 8655;

- (vi) deposit any applicable tax liabilities incurred prior to enrolling in or initiating the Payroll Service;
- (vii) submit any payroll tax returns to applicable tax agencies that were due for payroll tax liabilities incurred prior to enrolling in the Payroll Service;
- (viii) meet applicable Reserve Amount requirements as instructed by Gusto, as defined in Section 7 below;
- (ix) cancel any prior payroll or PEO services and inform applicable prior providers of such cancelation or termination;
- agree to any Additional Terms and/or Third-Party Service terms; and
- (xi) comply with any additional instructions, guidelines, or policies ("**Payroll Policies**") that Gusto may publish from time to time.

Gusto reserves the right to suspend or terminate the Payroll Service or any Payroll Feature without notice in the event that Gusto determines (in Gusto's sole discretion) or has reason to believe that Employer does not meet any of the above eligibility requirements.

3. Identity and Bank Account Verification

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions like Gusto to obtain, verify, record, and monitor information that identifies Employer's business entity, each Administrator authorized to access and/or manage the

information subjects). Accordingly, Gusto will require Employer to provide certain information to verify Information Subjects, which may include (but is not limited to) full name, address, date of birth, Employer taxpayer ID, telephone number, email address, business entity ownership documentation, and other information necessary to identify Employer's entity information, Administrators, and/or signatory ("**Identification Information**"). Additionally, Gusto may also require Employer to provide identifying documentation about Information Subjects, which may include passports, drivers licenses, or other government issued identification ("**Identification Documents**"). Gusto may also use Identification Information and/or Identification Documents provided by Employer to confirm the identity of Administrators and their legal relationship to Employer in the event of a dispute regarding Employer's Administrator(s)' management of and/or access to the Employer Account.

Gusto will also need to collect, review and verify certain information about Employer's Bank Account in order to confirm Employer's eligibility for the Payroll Service. This information includes identifying information about the Bank Account such as (but not limited to) the account number and financial institution name, identifying information about the Bank Account signatory, as well as information about payment recipients and transactions ("**Employer Banking Information**"). Gusto will use Employer Banking Information to conduct Know Your Customer ("KYC") reviews and Sanctions Screening as described in Section 4 ("Know Your Customer and Sanctions Screening") below, to verify Bank Account ownership, to verify that the Employer and Employer's Bank Account are eligible for the Payroll Service (as determined by us in our sole discretion), and to confirm and share Employer Banking Information with our service providers and/or Employer's Bank Account provider. Please review our [Help Center](#) content for more information on how we conduct bank account and identity verification and what types of bank accounts we accept.

Documents, and Employer Banking Information with Gusto as set forth herein, and Employer understands and agrees that Gusto will handle such information in accordance with our [Privacy Policy](#). Employer further represents and warrants that all Identification Information, Identification Documents, and Employer Banking Information provided to Gusto are truthful, accurate and complete, and that, except as permitted in these Payroll Terms, Employer is not submitting such information on behalf of a third party. Employer is responsible for ensuring that all Identification Information, Identification Documents, and Employer Banking Information requested by Gusto is provided in a timely manner, and Employer understands that failure to timely provide may result in Gusto being unable to provide Employer with the Payroll Services and/or immediate termination of Payroll Services with or without notice and without liability to Employer.

Employer authorizes Gusto to obtain information about Employer as a business entity, and to report adverse business information about Employer to third parties including but not limited to federal or state tax authorities. Gusto reserves the right to terminate this Payroll Agreement and/or the Employer's Account immediately with or without notice or liability if Gusto is unable to verify Employer's satisfactory financial standing, or for any other lawful business reason (including, without limitations, reasons that are confidential to Gusto or which Gusto may not legally disclose).

4. KYC and Sanctions Screening

Gusto's account opening and maintenance processes include controls designed to gather customer information required under the Bank Secrecy Act, FinCEN's Employer Due Diligence ("CDD") Rule, and other information required under Gusto's Know Your Customer ("KYC") program. Gusto's KYC program includes standards and controls designed to enable Gusto to form a reasonable belief as to a customer's true identity, the nature and purpose of the transactions a customer conducts,

All U.S. persons, including U.S. banks, bank holding companies, and non-bank subsidiaries, must comply with the sanctions regimes administered by the U.S. Treasury's Office of Foreign Asset Control's ("OFAC"). This means that Gusto may institute a hold on Employer's Bank Account or funds, or terminate this Agreement immediately without notice, if Gusto determines (in Gusto's sole discretion) that Employer or any of Employer's Administrators are or may be a Specially Designated National, if Employer or any of Employer's Administrators fall into the scope of a country-based sanction program, or if Employer attempts to send funds to a country or recipient that is sanctioned or that Gusto reasonably believes is sanctioned in Gusto's sole discretion.

5. Employer's Responsibilities

A. Employer is Responsible for the Accuracy of all Payroll Information

For purposes of these Payroll Terms, "Payroll Information" means:

1. all information provided to Gusto by or on behalf of Employer in connection with the Payroll Service, including without limitation, information used to request or submit Payments;
2. information provided to Gusto by Employer's Payees or Members for purposes of the Payroll Service; and
3. all information or other documentation generated or provided by Gusto through the Platform for Employer's review based on the information listed in items (i) and (ii) above, including (but not limited to) pay statements, reports, payroll tax filings, tax forms, payroll summaries, and print checks (as applicable).

information and is doing so in compliance with all of Employer's applicable legal obligations. Employer is solely responsible for the accuracy, timeliness, and completeness of all Payroll Information. Gusto is entitled to rely on, and is not obligated to independently verify the accuracy of, Payroll Information except where required by law. Gusto will not be liable for any penalty, interest, Claims, or liability that results from inaccurate or incomplete Payroll Information, including without limitation, penalties, interest, Claims or liability resulting from Payments made using inaccurate or incomplete Payroll Information, whether such Payroll Information was provided by Employer or Employer's Payees or Members.

B. Employer is Responsible for Complying with Applicable Law

Employer is solely responsible for ensuring that Employer's Payroll Information and use of the Payroll Service complies with all applicable laws, regulations, and contractual obligations or other legal requirements including (without limitation) anti-money laundering laws, wage and hour law, labor law, immigration law, tax law, fiduciary obligations (e.g. as a plan sponsor of a qualified retirement plan, such as a 401(k) plan, for which contributions are processed via the Payroll Service), and privacy laws.

Gusto does not guarantee that the Payroll Service will provide all functionality necessary for, or perform in a manner consistent with, all laws or legal obligations applicable to Employer or Employer's Payee(s). Employer acknowledges and understands that such laws and obligations vary by industry, region and city, and change over time. Employer assumes full and sole responsibility for use of the Payroll Service to achieve Employer's intended purpose and comply with Employer's applicable legal obligations.

C. Employer is Responsible for Maintaining Sufficient Bank Account Funds

reserve requirements (as applicable) and payroll taxes (“Amounts Due”) at the time required. For Payments processed via ACH, such funds must be available no later than the close of business on the day prior to the debit date for any Payment (as applicable, for Payments processed via ACH). For more information on debit dates please visit our [Help Center](#). For fees, Employer understands and acknowledges that if Employer fails to timely pay fees for the Services or if Employer attempts to clawback or cancel fees properly debited by Gusto from Employer’s Bank Account under the Payroll Agreement, then Gusto may terminate or suspend the Employer Account and/or Employer’s access to Payroll Service until we receive the outstanding amounts due. Employer understands that Gusto will not calculate, remit, process, or submit payroll tax Payments and/or filings if Employer’s access to the Payroll Service is suspended or terminated and Employer agrees that Employer is solely responsible for Employer’s applicable legal obligations, including tax obligations.

Gusto may request verification of, or require Employer to verify and/or provide Gusto evidence of, the balance of available funds in Employer’s Bank Account and reserves the right to cancel or refuse to process any Payment if Gusto reasonably believes Employer has not maintained sufficient Bank Account funds or for any other reason Gusto deems reasonable in our sole discretion, without liability to Employer. Without limiting Gusto’s rights in Section 7 below, if (i) any debit from the Bank Account by Gusto under these Payroll Terms fails or is returned due to Employer’s failure to maintain insufficient funds, (ii) Gusto reasonably suspects or determines that Employer has misrepresented the balance of available funds in the Employer’s Bank Account, or (iii) Gusto suffers any loss due to Employer’s failure to maintain sufficient funds in the Bank Account; then, Gusto may cancel or reverse any corresponding Payments processed via direct deposit transactions without liability to Employer, terminate the Payroll Services or the Employer Account, charge Employer a one-time fee or penalty, assess finance charges, recover the amount lost plus any fees

to applicable credit or financial institutions, or pursue any other remedy or remediating action that Gusto deems reasonable as permitted by law. Termination of the Payroll Service or of Employer's Account does not relieve Employer of the obligation to pay all Amounts Due or of any other obligations that Employer may have under applicable law.

Employer understands and acknowledges that Gusto may reject, cancel, or reverse (if applicable) Employer's requested Payments to the applicable Payees if Employer fails to maintain sufficient funds in Employer's Bank Account, and Gusto is not liable for any resulting consequences or Claims (including, without limitation, any consequences or Claims arising from unremitted or untimely remitted payroll taxes and/or unpaid or untimely wage or contract payments to Employer's Payees).

6. Income & Employment Verification Services

The Additional Terms in this Section 6 will apply to your use of the verification of income and/or employment services Payroll Feature ("**VOIE Services**") made available to you in your Employer Account.

A. General

Gusto provides VOIE Services in partnership with one or more **Verification Providers** including, currently, The Work Number ("TWN"), an Equifax Workforce Solutions ("EWS") service. Gusto may add, remove, or change Verification Providers at any time in our sole discretion.

B. Disclosure & Opt-Out

By using the VOIE Services, you agree that Payroll Information, including income and employment information of your current or former Members (collectively, "**Verification Information**") may be shared with Verification Provider(s), as described in this Section 6, for disclosure to certain entities and their agents

current or former members or in response to a verifiers certified permissible request under the Fair Credit Reporting Act (FCRA) or as otherwise required or permitted by law.

If you do not want the VOIE Services for your Members and/or if you do not want Verification Information to be shared with Verification Providers or Verifiers, you must opt out of VOIE Services. Employers may opt out or update their opt-out preferences at any time within their Employer Account. For more information on how to opt-out, please visit our Help Center.

C. Data Accuracy

You agree that you will maintain accurate and up-to-date Verification Information. You further agree that you will cooperate with Gusto's, your Member's, or Verification Provider's request to verify the accuracy of or correct Verification Information. You acknowledge that Verification Provider may contact you directly in the event that one of your Members contends that Verification Information pertaining to them is incorrect, incomplete, or out-of-date and you agree to cooperate with Gusto and/or the Verification Provider to promptly investigate and correct such Verification Information in good faith and in compliance with all applicable FCRA obligations described below.

D. Notice to Furnishers of Information

You certify that you have read **Appendix A ("Notice to Furnishers")**, also available at <https://consumerfinance.gov/rules-policy/regulations/1022/m>.

You understand your obligations as a data furnisher set forth in such notice and under the FCRA, including your obligations regarding data accuracy and investigation of disputes, and certify you will comply with all such obligations. You understand that if you do not comply with such obligations you may have liability under the FCRA, and that Gusto may correct

VOIE SERVICES, or terminate your use of the VOIE SERVICES.

7. Gusto Reserves Certain Rights

A. Payment Methods; Eligibility for Payment Methods

Gusto may process different Payment types through different payment methods. Payments to contractors and non-US payroll services may be subject to different restrictions or requirements than payroll Payments to employees and/or US-based Members.

Additional Terms may apply to certain payment methods, including but not limited to, Sections 8 and 9 below that have important terms applicable to Payments processed via RTP, ACH and wire transfer. Gusto reserves the right to change, modify, or terminate any or all of the payment methods available to Employer in our sole discretion at any time without notice or liability to Employer. Gusto further reserves the right to create or modify eligibility criteria for use of certain payment method(s) for any applicable period of time identified by Gusto, with or without notice to Employer and without liability to Employer. For more information on payment methods and associated requirements or restrictions please visit our [Help Center](#).

B. Eligibility for Certain Processing Speeds

Certain Employers may qualify for a faster payment processing speed, which may include Real Time Payments ("RTP") processing ("Expedited Processing"). Eligibility for Expedited Processing is determined by Gusto in Gusto's sole discretion, and may only be available for certain Payments (e.g., only Payments to employees or only Payments that may otherwise be late), to Employers enrolled in certain Service Plans, or to Employers who meet specific eligibility criteria. For RTP processing specifically, Employer Payments must meet additional eligibility requirements including but not limited to:

Gusto determines that Employer or Employer's Payment(s) is eligible for Expedited Processing, Employer is then solely responsible for continuing to meet the criteria for continued access to Expedited Processing, which may include criteria described in our [Help Center](#) or applicable Payroll Policy and other factors as determined by Gusto. Gusto reserves the right to modify the eligibility criteria for Expedited Processing, revoke Employer's access to Expedited Processing, or discontinue any or all of the Expedited Processing processing speeds at any time with or without notice and without liability to Employer.

C. Other Payment Limits

Subject to applicable legal requirements, Gusto reserves the right to set any other limits on the amount, method, frequency, or speed of any requested Payment(s) at any time in Gusto's sole discretion, each with or without notice to Employer. Reasons for limits may be based on multiple factors, including (but not limited to): (i) Employer's lack of, or limited, Payments processing history with Gusto; (ii) past performance or standing of Employer's Account, including variations in Payment amounts or insufficient funds or other Bank Account errors; (iii) unusual activity in Employer's Account, including with respect to Payment amount, frequency and other factors; (iv) institutional or market failures or reasonable risk of failures (as determined by Gusto); (v) Employer's participation in a market or industry offering higher risk goods or services (e.g. cannabis); or (vi) Employer's Payee(s). Gusto may modify such limits or requirements at any time in Gusto's sole discretion and with or without notice to Employer and without liability to Employer.

D. Debit Failures; Holds

If (i) any amount debited from the Bank Account by Gusto under these Payroll Terms fails or is returned for any reason, or (ii) Gusto suffers any loss due to such failure or return, Gusto may cancel or reverse any corresponding Payments processed via direct deposit without liability to Employer, terminate the

amount lost plus any fees and costs of collection from Employer in accordance with Section 10 of the Gusto Employer Terms or any other manner permitted under applicable law, and/or report this information to applicable credit or financial institutions.

Gusto may also, in its sole discretion and with or without notice or cause, place holds on any Payments Employer initiates or terminate the Payroll Service (i) in the event that Employer fails to comply with or refuses to comply with Employer's obligations under the Gusto Terms or these Payroll Terms, including Employer's obligation to maintain sufficient funds in Employer's Bank Account and/or fund applicable Reserve Amounts; (ii) in order to in order to conduct further due diligence and protect against potential risk or fraud, consistent with Gusto's obligations under applicable state money transmission laws and federal anti-money laundering laws; or (iii) for any other lawful business reason, in each case without liability to Employer.

E. Reserves

Gusto may require one or more reserve payments in connection with and as a prerequisite to the implementation and maintenance of certain Services, including Services offered in connection with the Payroll Service ("**Reserve Amounts**"). Reserve Amounts and the account(s) in which Reserve Amounts are held may vary based on the applicable Service and/or may be held by a third party partner on behalf of Employer to secure the performance of your obligations. Reserve Amounts are collected for and may be drawn upon by Gusto and/or an applicable third party partner (with or without notice) for the purpose of making Payments for Services, including if an applicable Payment debit to Employer's Bank Account fails or is returned. Reserve Amounts may also be used to satisfy Gusto's obligations to hold or remit funds as required by any creditor or governmental authority, including levies, liens, or garnishments. In the event Gusto or an applicable Third-Party Service

Reserve Amount balance that is less than the required amounts, and without limiting other rights and remedies available to Gusto in this Payroll Agreement, Gusto and/or an applicable Third-Party Service provider will debit Employer's Bank Account to replenish such Reserve Amount to the required amount for the applicable Service. You grant Gusto a security interest in and lien on any and all funds held as Reserve Amounts. You agree to execute any additional documentation required for Gusto to create or perfect our security interest in any Reserve Amount or account holding such funds. This security interest survives for as long as Reserve Amounts are held. Notwithstanding anything to the contrary, Gusto reserves the right to change the Reserve Amount required for an applicable Service and/or Employer at any time in its sole discretion. Upon termination by Gusto or Employer of an applicable Service for which a Reserve Amount was collected from Employer, Gusto will return any unused Reserve Amounts to Employer within a reasonable period (which shall include any time required to settle outstanding Amounts Due).

F. RTP Payment Limitations

Once an RTP Payment has been processed, Employer will not be able to cancel the Payment. RTP payments are immediate and irrevocable and cannot be recalled through the payment network once processed. Employer may request that Gusto reverse the deposit(s), however, such reversals will only create a record that the Payment was reversed and will not pull back or debit funds from the employee bank account. Gusto will only reverse any taxes that may not yet have been paid out; any taxes that have already been paid out will need to be settled directly with the relevant tax agencies. Employer is solely responsible for working with its employee(s) and/or tax agencies to recoup any funds, outside of the Gusto platform, that were paid in error. Gusto may impose fees for, or reject, RTP reversal requests for any reason without notice or liability to Employer.

Employer authorizes Gusto to debit Employer's Bank Account in the amounts necessary to (i) fund Employer's requested Payments to Payees and any applicable Reserve Amount requirements; (ii) pay any Service Fees or charges associated with the Payroll Service; (iii) pay payroll taxes; (iv) pay any debit, correction or reversal entry fee or cost; (v) verify the Bank Account via test deposit or debit (if applicable); and (vi) pay any other amount due, including for other Services or Programs provided by Gusto outside of the Payroll Service. In the event that Gusto debits slightly less than what is required to be remitted to the applicable taxing authority on Employer's behalf from the Bank Account, Gusto will cover the difference using Gusto's own funds. In the event that Gusto withdraws slightly more than what is required, Employer will not be entitled to a refund or credit for that amount. Gusto is not responsible for determining whether Employer's Bank Account has deposit or withdrawal restrictions. These authorizations will remain in effect until and unless Employer gives Gusto written notice to terminate them. Such written notice of termination must afford Gusto and the Bank reasonable opportunity to act upon such notice.

B. Payee Authorizations for Direct Deposits

Employer is responsible for obtaining and maintaining all required consents and authorizations from Employer's Payee(s) for Gusto to process direct deposits to Payee bank accounts. Employer represents and warrants that (i) Employer has received authorization from each Payee to allow Employer to make Payments to them via the Payroll Service and to make any necessary adjustments or corrections to such Payments, as appropriate, and (ii) at the time a Payment is made via the Payroll Service Employer has no knowledge that the authorization(s) have been revoked or terminated.

C. Canceling or Reversing a Payment Processed via ACH

has not yet processed a direct deposit(s) for such Payment. For more information, please visit our [Help Center](#). Once a direct deposit(s) has been processed, Employer will be unable to cancel or correct the Payment, and will only be able to request that Gusto reverse the deposit(s) (a “Reversal”). Gusto may impose a fee for, or reject, a Reversal request for any reason without notice or liability to Employer. Reversals will only be processed (i) in accordance with the NACHA Rules and (ii) if Employer submits a Reversal request to Gusto no more than five (5) business days after the applicable Payment was processed. Employer understands and agrees that (i) Reversals may be unsuccessful or fail to return some or all of Employer’s applicable Payment for reasons beyond Gusto’s control, including (without limitation) insufficient funds in the recipient Payee’s bank account or bank errors; (ii) Gusto will be unable to reverse Payments or recoup funds remitted to Employer’s applicable tax agencies through the Payroll Service; and (iii) Employer is solely responsible for recouping or attempting to recoup funds associated with unsuccessful Reversals outside of Gusto.

D. Other Limitations & Obligations

The Payroll Service does not support international ACH transactions. Gusto is not responsible for re-submitting a failed direct deposit if Gusto initiated that direct deposit in compliance with these Payroll Terms. If Employer requests a Payment via the Payroll Service on a day when the ACH is closed, Gusto will undertake commercially reasonable efforts to process such Payment on the next available business day, subject to these Payroll Terms. Employer acknowledges that Employer is the Originator of each Payment Gusto makes via ACH on Employer’s behalf and assumes the responsibilities of Originator under the NACHA Rules. Employer will indemnify Gusto as Third Party Sender for any Claims which result from Gusto’s obligations to indemnify any third party under the NACHA Rules.

For non-US payroll services, an exchange rate may be applied to Payments issued to overseas recipients. The exchange rate will be applied at or around the time that Employer submits the request to process the Payment. Employer understands that exchange rates fluctuate dramatically over time and that market conditions and currency volatility may also change dramatically over time. In the event that there is a delay in the transmission of the Payment due to factors including but not limited to (i) Sanctions Screening or other eligibility screening processes; (ii) bouncebacks from the recipient financial institution; or (iii) other factors that Gusto may communicate to Customer, including factors beyond Gusto's control, Employer acknowledges that a different exchange rate may be applied to the Payment.

9. Wire Transfers

Gusto may require certain Employers to transfer funds for Payments to Gusto via wire transfer. For more information on wire transfers, please visit our [Help Center](#). Employer understands and acknowledges that certain banks may charge a fee to send or receive a wire transfer. In the event that Gusto requires Employer to transfer funds via wire transfer, Employer shall be solely responsible for payment of any such fees, whether imposed by Employer's bank or Gusto's bank, and agrees to reimburse Gusto for any wire transfer fees that Gusto may incur in receiving Employer's funds via wire transfer.

10. Failed Direct Deposits

In the event that Employer's requested direct deposit Payment fails and the funds are returned to Gusto ("**Unpaid Funds**"), Gusto will notify Employer and Employer authorizes Gusto to credit Employer's Bank Account via direct deposit in order to return such Unpaid Funds to Employer. Employer is solely responsible for contacting the relevant Payee(s), complying with all applicable unclaimed property laws, updating and/or re-submitting Payroll Information in order to re-perform the direct deposit, and/or otherwise resolving the Unpaid Funds.

not, and is not obligated to, defend or indemnify Employer in the event of an audit, examination, assessment, or other enforcement action related to the Unpaid Funds.

11. Payroll Tax Filing through the Payroll Service; Responsibility for Tax Filings

By enrolling in the Payroll Service, Employer agrees to appoint Gusto as Employer's reporting agent for tax reporting and filing purposes and, as applicable, authorizes Gusto to instruct Employer's applicable tax agencies to debit Employer's Bank Account for any payroll taxes due. Employer is responsible for completing all required tax agency forms and electronic authorizations to confirm such appointment and instructions. In order for Gusto to file tax returns on Employer's behalf, (i) Employer must process at least one payroll through the Payroll Service; (ii) the payroll must be paid out to the applicable Payees; and (iii) Employer must timely provide all requested Payroll Information to Gusto and ensure that such information is accurate and complete. Gusto will not file Employer's payroll tax returns and will be unable to assist Employer in resolution of any payroll tax issues via the Payroll Service if the above criteria are not satisfied, and Gusto is not responsible for any resulting Claims or consequences. Gusto cannot represent Employer in tax matters, and except as specifically provided in these Payroll Terms, Gusto cannot file and pay taxes on Employer's behalf.

Electronic Filings and Payments: Employer may be given the option, or may be required, to pay taxes electronically, or to file tax returns electronically (collectively "**Electronic Tax Processing**"). Employer consents to the disclosure to the applicable tax authority or agency of all information pertaining to Employer's use of Electronic Tax Processing.

Service Fees and Payroll Tax Filings: If Gusto is unable to collect Service Fees from Employer by the applicable payment due date for any reason, or if Employer attempts to cancel or claw

the Payroll Service until we receive the outstanding amounts due. In the event of suspension or termination of the Payroll Service, Gusto may refund any unpaid payroll taxes to the Employer Bank Account.

Employer Responsibility for Timely Filings: Even though Employer has authorized Gusto to file payroll tax returns and make payroll tax payments, ultimately, Employer is held solely responsible by taxing authorities for the timely filing of tax returns and the timely payment of payroll taxes. Gusto recommends that all Employers enroll in the U.S. Treasury Department's electronic tax payment system to monitor Employer's IRS account and ensure that timely tax payments are being made on Employer's behalf, as outlined in our [Help Center](#). State tax authorities may offer similar means to verify tax payments, and Gusto encourages Employer to contact Employer's tax counsel, accountant, or the applicable state tax agency directly for details. Please visit our [Help Center](#) for more information on how to contact state tax agencies.

Employer Responsibility for Accurate Payroll Information used for Tax Filings: Gusto may, at Gusto's sole discretion, use commercially reasonable efforts to assist Employer in removing certain tax penalties or resolving blocked tax payments that arise due to incorrect or incomplete Payroll Information, but Gusto is not obligated to. In the event that Gusto provides such assistance, Employer (i) authorizes Gusto to communicate with and share Payroll Information with the tax agency on Employer's behalf, and (ii) agrees to fully cooperate with Gusto and provide Gusto with all assistance required at Employer's own expense, including but not limited to signing additional authorization forms, timely completing paperwork or providing information requested by Gusto or the applicable tax authority, and/or procuring any abatements that may be available to Employer, as applicable. Employer understands that any such assistance from Gusto does not constitute and should not be construed as professional advice or guidance of any kind.

calculated payroll and payroll tax amounts properly reflect any industry rules, collective bargaining agreements, and/or laws or regulations that may apply to Employer's business. Employer further acknowledges that Gusto is not responsible for and cannot control the acts or omissions of tax agencies, and that tax agencies will review and process tax filings and notices at their own discretion and according to their own processing schedules. Employer also accepts final responsibility for any audits or assessments by any tax agency or authority, including (without limitation) any assessments or audits resulting from Employer's failure to provide correct and complete Payroll Information. In the event that Gusto fails to timely remit payroll taxes to the applicable tax agency on Employer's behalf or fails to timely submit a tax filing to the applicable tax agency on Employer's behalf, and in each case the applicable Payments were submitted by Employer in compliance with these Payroll Terms (each a "**Gusto Error**"), Gusto's sole responsibility and liability shall be limited to the following: (i) Gusto shall remit applicable payroll taxes to the appropriate tax agency; and (ii) Gusto shall reimburse Employer or pay directly to the appropriate tax agency the amount of any penalties directly arising from such failure(s). Notwithstanding the foregoing, Employer must use prompt and reasonable efforts to mitigate any penalties or losses resulting from such failure(s), including, without limitation, cooperating with Gusto and providing Gusto with all assistance required at Employer's own expense, including but not limited to signing (e-sign or otherwise) additional authorization forms, timely completing paperwork or providing information requested by Gusto or the applicable tax authority, and/or procuring any abatements that may be available to Employer, as applicable. Gusto will not be responsible or liable for any losses, claims, or penalties (including, without limitation, increased tax rates) that may arise from Employer's failure to so mitigate. Employer is responsible for promptly notifying Gusto of tax notices, tax bills, changes to tax rates or deposit schedules, or other modifications or communications from applicable tax agencies,

12. No Professional Advice; No Fiduciary Relationship; No Employment Relationship

Employer understands and agrees that (i) Gusto is not acting in a fiduciary capacity for Employer or Employer's business in performing the Payroll Services; (ii) any information that Gusto or Gusto's employees, representatives or agents may provide in connection with the Payroll Service is for informational purposes only and should not be construed as legal, tax, accounting, or other professional advice of any kind; and (iii) nothing in the Payroll Service should be construed to create any type of employer relationship or joint employment relationship between Gusto and Employer's Payees for any purpose.

13. No Professional Use

Employer agrees not to use the Payroll Service on a professional basis for any third party, except as may be expressly permitted by Gusto. If you are an accountant or bookkeeper or other third party representative managing your client's or an Employer's use of the Platform or Services through Gusto Pro, please review the additional terms that apply to you [here](#).

14. Investment of Payroll Funds

In certain jurisdictions, Gusto provides Payments in connection with the Payroll Services as a licensed money transmitter (or its equivalent). More information regarding Gusto, Inc.'s money transmission licenses, and relevant contact information, is available [here](#).

Amounts received by Gusto for payroll direct deposits and payroll taxes ("**Payroll Funds**") will be held by Gusto in accounts at Gusto's financial institution partners (collectively, the "**Payroll Account**") until those payments are made to the applicable Payees. Gusto may invest the Payroll Funds in accordance with Gusto's applicable investment guidelines and consistent with

these investments and will not receive any interest or other return on funds held in the Payroll Account. Gusto owns all income, interest, or return from funds in the Payroll Account. Gusto will indemnify Employer against any loss of the principal amount of the Payroll Funds caused by Gusto while holding the funds in the Payroll Account.

15. Termination; Effect of Termination of the Payroll Service

Gusto may immediately terminate Employer's access to the Payroll Service at any time, with or without notice or liability to Employer. Employer may terminate the Payroll Service at any time from within Employer's Account. Employer acknowledges and understands that termination of the Payroll Service (whether by Employer or by Gusto) may not be reversible. Employer understands and agrees that Employer's failure to properly terminate the Payroll Service from within Employer's Account may result in Gusto continuing to process and/or file payroll tax filings on Employer's behalf until such termination is complete, that these filings may be incomplete or duplicate filings of other filings for the Employer sent outside of Gusto, and that Gusto is not liable for any such result or consequences arising therefrom.

Effect of Termination on Payments: Upon termination (by Employer or by Gusto), Gusto will continue to process any requested Payments as directed by Employer prior to termination and Employer is responsible for ensuring that all necessary authorizations and consents remain in effect through such payment processing period. Employer will be unable to submit additional Payroll Information for the purpose of initiating further Payments via the Payroll Service following termination.

Effect of Termination on Payroll Tax Filings: Upon termination of the Payroll Service (whether by Employer or by Gusto), Employer may be asked to elect whether and how Gusto

employer to consult with an accountant or tax professional in making such elections for the Final Filings, and Employer is solely responsible for the consequences of such elections. For the avoidance of doubt, Gusto cannot assist in winding down Employer's business or in closing Employer's applicable tax agency accounts.

If Employer fails to promptly provide Gusto with Employer's elections regarding those Final Filings, then Employer authorizes Gusto to make or not make such Final Filings in Gusto's sole discretion. Gusto is not responsible or liable for (i) any consequences or Claims arising (directly or indirectly) from Gusto's filing of, or failure to file, such Final Filings; or (ii) any Resulting Errors, or any consequences or Claims arising from any Resulting Errors, in the Final Filings. Employer further acknowledges that in some cases, Gusto may not be able to make Final Filings on your behalf following termination of the Payroll Service, and Employer understands and agrees that Employer is solely responsible for compliance with applicable tax law and payment of applicable payroll taxes. Please visit our [Help Center](#) for more information regarding which Final Filings Employer may be responsible for following termination.

APPENDIX A: NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C 1681s-2. State law may impose additional requirements on furnisher. All furnishers

ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a “credit repair organization.” Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the

- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to “nationwide” consumer reporting agencies, as defined in Section 603(p) must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties When ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623 (a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

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Starting at just \$55 per month

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8.E. Resolution 2025-27
Authorize Contract with Byrum & Fisk
Advocacy Communications for
Communication Services



**COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM
(CLEMIS) AUTHORITY**

EXECUTIVE COMMITTEE

RESOLUTION 2025-27

Authorize Contract with Byrum & Fisk Advocacy Communications for Communications Services

The Authority is in need of need of communications services relating to the launch of the Authority.

The Authority's CEO-designate has identified Byrum & Fisk Advocacy Communications as a provider that can meet the needs of the Authority.

The Executive Committee wants the Authority to enter into a contract with Byrum & Fisk Advocacy Communications to assist the Authority with the provision of communications services for an initial 90-day period.

The Executive Committee therefore resolves as follows:

- that the chairperson of the Executive Committee (the "**Chairperson**") is authorized on behalf of the Authority to enter into an agreement with Byrum & Fisk Advocacy Communications ("**Byrum Fisk**") for the provision of communications services to the Authority;
- that the Chairperson is authorized to enter into a written agreement with Byrum Fisk for the provision of communications services for an initial 90-day period;
- that any written agreement with Byrum Fisk must be approved as to form by the Authority's legal counsel before the Chairperson signs the agreement; and
- that the Chairperson is authorized to sign documents and take other action on behalf of the Authority necessary to secure Byrum Fisk as a communications services provider for the Authority.

Secretary's Certification:

I hereby certify that this resolution was duly adopted by the executive committee of the Courts and Law Enforcement Management Information System (CLEMIS) Authority at a properly noticed open meeting held with a quorum present on December 10, 2025.

Joe LaRussa
Secretary

Oakland County/Courts and Law Enforcement Management Information System (CLEMIS) Proposal for Communications Services



Prepared for:
Ken Theis, Chair
Independent CLEMIS Authority
2100 Pontiac Lake Road
Waterford, MI 48328

Prepared by:
Byrum & Fisk Advocacy Communications
Mark Fisk and Dianne Byrum, Partners
1000 Coolidge Road
East Lansing, MI 48823

Nov. 28, 2025



Dear Mr. Theis,

Oakland County's Courts and Law Enforcement Management Information System (CLEMIS) provides an invaluable resource for local law enforcement, courts, and communities countywide. For 45 years, CLEMIS has promoted real-time communication and sharing of criminal justice information to help keep our communities safe.

It was recently discovered that a contract to operate CLEMIS was awarded to a county IT Department employee who also owns an IT staffing business. An independent investigation determined that the contract agreement violated state law. While the contract has been cancelled, a County Board member has called for a police investigation and the county's transparency practices have been called into question.

The county has initiated several changes to avoid such conflicts of interest in the future, including an independent authority of CLEMIS members. Byrum & Fisk Advocacy Communications recommends a sustained positive communications effort to highlight these efforts and help rebuild CLEMIS' reputation as a national leader in law enforcement communications.

Byrum & Fisk is uniquely positioned to lead this effort having provided communications support for government clients and municipalities across Michigan, including the City of Grand Rapids, City of Kalamazoo, Kent County, Calhoun County, Delhi Township, Spring Lake Township, City of Portage, City of Grand Ledge, City of Ann Arbor, City of Romulus and more. We have also done a great deal of work in Oakland County, serving a variety of clients like Oakland Schools, Birmingham Public Schools, Holly Area Schools, the Detroit Zoo, the Detroit Institute of Arts, and Royal Oak Schools to name a few. We also worked closely with County Executive David Coulter and Board Chair David Woodward to pass the countywide transportation millage.

We appreciate your consideration and look forward to discussing this opportunity with you.

Sincerely,

Mark Fisk
Partner, Byrum & Fisk

Dianne Byrum
Partner, Byrum & Fisk

PLANNING

Working with the independent CLEMIS Board, Byrum & Fisk will develop a strategic communications plan with numerical goals and timelines. The plan must answer the following four questions:

- What are we going to do? (Components of the plan, goals, and activities)
- Who is going to do it? (Roles and responsibilities)
- When are we going to do it? (Calendar)
- How much is it going to cost? (Budget)

IMPLEMENTATION

Implementation is where the theoretical meets the practical. We excel at helping our clients execute their communications plan.

Working with the independent CLEMIS Board, Byrum & Fisk will assist with the implementation of the communications plan with regular, weekly, or bi-weekly virtual meetings or phone calls to ensure steady progress toward our common goal. We strongly believe in establishing clear, measurable goals and objectives to ensure accountability and maximize the probability of success.

SCOPE OF WORK

We propose the following tactics:

Strategic counsel and communications planning

Byrum & Fisk would provide ongoing strategic counsel to create a proactive communications plan that coordinates the communications effort, fosters a clear, consistent message, and helps support the county's goal to highlight efforts to enhance best practices for operating CLEMIS.

Message development, communications materials

Byrum & Fisk will assist with the development of a communications toolkit that includes:

- Core messages
- Talking points
- Fact sheets
- Internal question-and-answer documents
- Social media support as desired

All communications materials will be developed in consultation with the CLEMIS Board and shaped by research, surveys and other data that may be gathered.

Proactive public relations

Byrum & Fisk will develop a proactive public relations plan to highlight continuing efforts to improve transparency best practices for CLEMIS and the program's role as a national leader in law enforcement communications. This could include launching a "success stories" campaign



using authentic voices to tell positive stories about the role CLEMIS plays in helping keep Oakland County communities safe.

Earned media

To generate and sustain a steady drumbeat of communications that will help achieve these goals, we will assist with an earned media effort that includes the following:

- Press releases
- Media interviews, pitching and regular story placement
- Guest columns in local newspapers
- Letters to the editor

We will actively monitor news outlets to track coverage of CLEMIS and stay on top of trending stories related to law enforcement communications.

Crisis communications and rapid response

Byrum & Fisk will be on hand to address crises if they arise and provide rapid-response communications as needed. This includes media outreach, message prep for key communicators, and earned and social media activities.

Media trainings

We recommend trainings on basic communications and public relations. The trainings will provide the basic tools and resources for effective communications, both internally and externally.

Social media

If desired, Byrum & Fisk can provide social media content and support.

Internal Communications

Byrum & Fisk can also draft emails, letters, automated phone message scripts, text messages and social media posts to communicate important information to county staff.



Estimated costs

Monthly Retainer for Communications Support

\$10,000 per month for 90 days with an option to extend

Additional costs:

Creative costs to be negotiated on a per-piece/per-project basis for brochures, mailings or other educational pieces, including concept, design, photography and printing. Postage billed at cost.

Mileage and travel billed at cost.

8.F. Resolution 2025-28
Authorize Contract with Blue Chip Talent
Executive Search for Executive Search
Services



**COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM
(CLEMIS) AUTHORITY**

EXECUTIVE COMMITTEE

RESOLUTION 2025-28

Authorize Contract with Blue Chip Talent Executive Search for Executive Search Services

The Authority is in need of need of executive search services to assure that the Authority is adequately staffed at launch.

The Authority's CEO-designate has identified Blue Chip Talent Executive Search ("**Blue Chip**") as a provider that can meet the needs of the Authority, particularly in assisting the Authority in identifying a chief technology officer.

The Executive Committee wants the Authority to enter into a contract with Blue Chip to provide executive search services to the Authority on an as-needed basis.

The Executive Committee therefore resolves as follows:

- that the chairperson of the Executive Committee (the "**Chairperson**") is authorized on behalf of the Authority to enter into an agreement with Blue Chip for the provision of executive search services to the Authority;
- that any written agreement with Blue Chip must be approved as to form by the Authority's legal counsel before the Chairperson signs the agreement; and
- that the Chairperson is authorized to sign documents and take other action on behalf of the Authority necessary to secure Blue Chip as a provider of executive search services to the Authority.

Secretary's Certification:

I hereby certify that this resolution was duly adopted by the executive committee of the Courts and Law Enforcement Management Information System (CLEMIS) Authority at a properly noticed open meeting held with a quorum present on December 10, 2025.

Joe LaRussa
Secretary

EXECUTIVE SEARCH AGREEMENT

For the Chief Technology Officer

Blue Chip Talent Executive Search

This **Executive Search Agreement** (the "Agreement") is made and entered into as of the 5th day of December 2025, by and between:

Blue Chip Talent Executive Search

43252 Woodward Ave. Ste. 240

Bloomfield Hills, MI 48306

("Search Firm")

AND

Courts and Law Enforcement Management Information System Authority

51111 Woodward Ave Ste 723

Pontiac, MI 48342

("Client")

1. PURPOSE

The Client hereby engages **Blue Chip Talent Executive Search** (the "Search Firm") to conduct an executive search for one or more **executive** searches (the "Position(s)") as outlined below:

- Senior Technical and Technical Leadership roles

The Search Firm agrees to perform the services described herein to identify, assess, and present qualified candidates for the Client's consideration.

2. SCOPE OF SERVICES

- a) The **Blue Chip Talent Executive Search** will perform the following services for the Client:
- b) **Position Definition:** Collaborate with the Client to define the qualifications, responsibilities, and competencies required for the Position(s), including but not limited to Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Chief Technology Officer (CTO), Chief Information Officer (CIO), and other executive roles as needed.
- c) **Candidate Identification:** Identify potential candidates through research, networking, and market intelligence. This will include an assessment of both active and passive candidates.
- d) **Screening & Evaluation:** Conduct interviews and perform reference checks and background checks for final candidates, and assessments to evaluate each candidate's qualifications and suitability for the Client's needs.

- e) **Candidate Presentation:** Present a shortlist of the most qualified candidates to the Client, including a detailed resume and an executive summary for each candidate presented.
- f) **Negotiation & Offer Support:** Assist the Client in structuring the offer and negotiate terms, compensation, and any other pertinent details on behalf of the Client.
- g) **Onboarding & Integration:** Provide post-placement support to ensure the candidate successfully integrates into the organization within the first 90 days.

3. CLIENT REPRESENTATION & NON-EXCLUSIVITY

The Search Firm does not require an exclusive search engagement. However, the Client represents and warrants that it is not a party to any exclusive agreement with another search or recruiting firm for the Position(s) covered under this Agreement. The Client further agrees that it will not enter into any such exclusive arrangement with another firm during the term of this engagement. This ensures that candidates presented by the Search Firm are evaluated fairly and without conflict from competing exclusive agreements.

4. FEES AND PAYMENT TERMS

- a) **Search Fee:** The Client agrees to pay Blue Chip Talent Executive Search a fee equal to twenty-six percent (26%) of the candidate's first-year total base salary. The total fee will **not exceed twenty-five thousand dollars (\$25,000)**, regardless of the candidate's salary. The fee is due upon successful placement of the candidate.
 - i) Payment terms are 30 days from the invoice date.

5. GUARANTEE

The **Blue Chip Talent Executive Search** guarantees that if the selected candidate leaves the Client's organization for any reason (other than termination for cause) within 3 months of the start date, the Search Firm will conduct a replacement search at no additional charge to the Client, subject to the following conditions:

- a) The Client must notify the **Blue Chip Talent Executive Search** in writing within 5 days of the candidate's departure.
- b) The replacement search will be conducted under the same terms as the original search, with one replacement candidate being provided within the guarantee period.

6. CONFIDENTIALITY

Each party agrees to hold in confidence all proprietary information received in connection with this engagement and to use such information solely for the purpose of fulfilling its obligations under this Agreement.

7. TERM AND TERMINATION

This Agreement shall remain in effect until the search process is concluded.

In the event this search is conducted on a contingent basis, the Client agrees that if any candidate presented by Blue Chip Talent Executive Search is hired by the Client, or any of its affiliates or related entities, within twelve (12) months from the date of initial submission, whether for the originally assigned role or any alternate position, the Client shall remain liable for the full service fee as outlined in this Agreement. This obligation survives the conclusion or termination of the search process.

8. NO EMPLOYMENT RELATIONSHIP

It is understood that the **Blue Chip Talent Executive Search** is acting as an independent contractor, not as an employee or agent of the Client. The Search Firm will have no authority to make decisions or commitments on behalf of the Client, except as specified in this Agreement.

9. LIMITATION OF LIABILITY

The **Blue Chip Talent Executive Search**'s liability for any claims arising from this Agreement shall be limited to the total fees paid by the Client to the Search Firm for the search. The Search Firm will not be liable for any indirect, consequential, or punitive damages.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the state of **Michigan**. In case of any disputes, both parties agree to resolution through mediation.

11. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all prior written and oral communications. Any amendments to this Agreement must be made in writing and signed by both parties.

12. MISCELLANEOUS

- a) **Independent Contractor:** **Blue Chip Talent Executive Search** is an independent contractor and is not an employee of the Client.
- b) **Indemnification:** The Client agrees to indemnify and hold the **Blue Chip Talent Executive Search** harmless from any claims, damages, or liabilities arising from the Client's hiring decision and subsequent actions related to the candidate.

IN WITNESS WHEREOF, the parties have executed this Executive Search Agreement as of the date first above written.

**Courts and Law Enforcement
Management Information System
Authority**

By: _____

Name: _____

Title: _____

Date: _____

Blue Chip Talent Executive Search

By: _____

Name: _____

Title: _____

Date: _____

8.G. Resolution 2025-29
Authorize Contract with Rehman Robson
for Compensation Benchmarking Services



**COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM
(CLEMIS) AUTHORITY**

EXECUTIVE COMMITTEE

RESOLUTION 2025-29

Authorize Contract with Rehmann Robson for Compensation Benchmarking Services

The Authority is in need of need of human resources services, including compensation benchmarking to assure that the Authority is appropriately compensating its employees.

The Authority's CEO-designate has identified Rehmann Robson ("**Rehmann**") as a provider that can meet the needs of the Authority, particularly in assisting the Authority in providing compensation benchmarks for Authority executives.

The Executive Committee wants the Authority to enter into a contract with Rehmann to provide human resources services, including compensation benchmarking, to the Authority on an as-needed basis.

The Executive Committee therefore resolves as follows:

- that the chairperson of the Executive Committee (the "**Chairperson**") is authorized on behalf of the Authority to enter into an agreement with Rehmann for the provision of human resources services, including benchmarking to the Authority;
- that any written agreement with Rehmann must be approved as to form by the Authority's legal counsel before the Chairperson signs the agreement; and
- that the Chairperson is authorized to sign documents and take other action on behalf of the Authority necessary to secure Rehmann as a provider of executive search services to the Authority.

Secretary's Certification:

I hereby certify that this resolution was duly adopted by the executive committee of the Courts and Law Enforcement Management Information System (CLEMIS) Authority at a properly noticed open meeting held with a quorum present on December 10, 2025.

Joe LaRussa
Secretary

December 5, 2025

Ken Theis
Executive Committee Chairperson
CLEMIS Authority
51111 Woodward Ave Ste 723
Waterford, MI 48328

Dear Mr. Theis;

Rehmann Robson (“Rehmann”, “we”, “our”, “us”) is pleased to provide the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the “Authority”) with the human resource consulting services described below. This letter, and the attached Terms and Conditions Addendum and any other attachments incorporated herein, (collectively, “Agreement”), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement. The services are expected to commence as early as December 10, 2025 and continue on a month-to-month basis thereafter. The Parties acknowledge and agree that changes to this agreement shall require approval by the Authority in writing, signed by both parties. Either party, in its sole discretion, may terminate this agreement, at any time and without cause, by providing at least 30 days’ prior written notice to the other party.

Statement of Work/Objectives

Our HR Solutions team collaborated with the leadership to design competitive, market-aligned salary structures for the governmental organization, leveraging benchmark data from technology-focused governmental organizations within Michigan and the Detroit/Southeastern Michigan area.

Deliverables include:

- A comprehensive salary grade framework tailored to the Authority’s growth trajectory
- Market comparison insights highlighting compensation trends in the tech sector

Compensation Benchmarking

The Authority has expressed an interest in engaging experienced compensation consultants to assist in developing a comprehensive pay structure that supports the new Authority and establishes a solid foundation for future growth of a new governmental entity. Building upon the initial work completed for executive leadership positions, this next phase will align all positions within the organization to ensure internal equity and external market competitiveness in the government space.

Rehmann will benchmark compensation for the positions identified within the organization and design a structure that is both sustainable and scalable as the organization evolves.

Project Objectives

The objective of this project is to equip the Authority with reliable market data, analysis, and tools that will support the development of a competitive, equitable, and forward-looking compensation and benefits framework in the government context. The resulting report will help inform the Authority's decisions related to recruitment, retention, and the advancement of a high-performing workforce.

To achieve these objectives, Rehmann will:

- Review and confirm the duties and responsibilities of each position included in the study, referencing the Authority's job descriptions.
- Identify appropriate comparable labor markets and conduct a comprehensive analysis of base wages and total cash compensation.
- Summarize findings and market data in a clear, accessible format to support informed decision-making by the Authority.

Scope of Services

Rehmann will collaborate with the Authority to develop a market-informed compensation framework that supports all levels of the governmental organization—from entry-level through executive leadership. The scope of work will ensure the compensation data and recommendations are objective, data-driven, and aligned with the Authority's goals for fiscal responsibility and talent sustainability.

Comprehensive Compensation Analysis

- **Market Benchmarking:** Conduct a detailed analysis of comparable positions across the government technology sector and related industries to ensure the Authority's pay structure reflects competitive and sustainable practices.
- **Salary Structure Development:** Prepare salary range recommendations that promote internal equity, external competitiveness, and scalability as the organization grows.
- **Compensation Policy Insights:** Provide observations and best practices related to compensation policies that can inform the Authority's ongoing pay strategy.
- **Strategic Guidance:** Offer data-based insights and considerations to support the Authority's continued alignment of compensation practices with organizational objectives.

Project Timeline and Collaboration

Rehmann will work collaboratively with the Authority to establish a project timeline and milestones that meet the Authority's operational needs. The schedule will be designed to ensure adequate time for data

collection, review, validation, and presentation of findings, while maintaining open communication throughout the engagement.

Rehmann will deliver wage range data and comparative analyses for each position, including both statewide Michigan benchmarks and detailed data specific to the Southeastern Michigan region.

Future Considerations

While not included in the current scope of work, the Authority may wish to consider future initiatives designed to further strengthen alignment between performance, accountability, and organizational goals. Establishing this foundation early can help support long-term success as the Authority grows and matures.

Potential next steps could include developing a performance evaluation framework, identifying organizational and leadership metrics, and exploring the design of a performance-based incentive program. These initiatives could serve to reinforce the connection between individual achievement and organizational outcomes in a transparent and measurable way.

Potential Areas of Future Focus

- **Performance Evaluation Framework:** Establish a consistent process for assessing leadership and staff performance tied to strategic goals and cultural values.
- **Performance Metrics:** Identify key organizational indicators (e.g., financial stability, service quality, operational efficiency, and leadership effectiveness) that can be used to measure progress over time.
- **Incentive and Recognition Programs:** Consider developing structured performance-based incentive opportunities aligned with measurable results, organizational priorities, and governance oversight.

Rehmann can provide data, best practices, and implementation guidance to assist the Authority in exploring these future initiatives. This advisory support would be designed to inform and strengthen the Organization's decision-making as it continues to build a results-oriented culture and sustainable compensation framework.

Disclaimer

We will perform our services in accordance with the *Statement on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants ("AICPA"). Such services do not constitute an audit, review, or any other attestation service as those services are defined in AICPA literature applicable to such engagements.

The Authority assumes all management responsibilities; making all management decisions and performing all management functions; and for designating an individual with suitable skills, knowledge, and experience to oversee our consulting services outlined above.

Engagement Fees

Our fee structure is designed to provide a fair price for the value we provide through our services. It is Rehmann's policy to avoid surprise billing, therefore any request for services outside of the scope described above will need to be requested in writing. Please do not hesitate to contact us if you are unclear about certain tasks being included in the scope of work described above.

The majority of the project will be performed by a dedicated Senior Manager, with support from one of our Senior HR Business Partners. The estimate cost per position is \$450 based. It is estimated that there are approximately 24-30 positions that will be evaluated for inclusion in the initial compensation study and wage scale.

You will be invoiced an initial installment of \$3,000 at the beginning of the project toward hours to be worked, then subsequently invoiced each month for additional hours as incurred in accordance with the hourly rates below.

<u>Staff Level</u>	<u>Fee Per Hour</u>
Principal	\$280
Senior Manager	\$210
HR Business Partner	\$145
Staff	\$110

All services dedicated to the Authority, can be performed either onsite or offsite as requested.

The project timeline will begin once the necessary Authority data is received. The final timeline will be established during the kick-off meeting.

The timeline is contingent upon receiving the requested data from the Authority and adhering to scheduled meetings. If data or meetings are delayed, the project timeline will subsequently be delayed. Canceling/rescheduling meetings or adding/changing key stakeholders during the project will also affect the timeline and may incur additional fees.

Out of Pocket Expenses

Fees for travel, lodging and mileage will be submitted upon pre-approval for any overnight stay required. Our special travel rates are \$75 per hour. Any additional out-of-pocket expenses (e.g., lodging, mileage and any other direct expenses) will be billed incrementally if applicable.

Our standard rates are evaluated annually and may be adjusted beginning on January 1, 2026.

Attachment A represents our standard terms and conditions for providing outsourcing and consulting services and is incorporated into this agreement by reference.

Handwritten signature of Kerreen Conley in black ink, reading "Kerreen Conley LLC".

Kerreen Conley, Principal

ACCEPTED ON BEHALF OF THE AUTHORITY ***(Please return all pages):***

Signature

Printed Name

Title

Date

Attachment A: Rehmann Consulting & Outsourcing Engagement Letter Terms

For purposes of these terms, “we”, “us” and “our” shall refer to Rehmann Robson LLC, and “Authority” and “you” shall refer to Oakland County.

ADDITIONAL SERVICES - The Authority may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with Authority management regarding the scope of the additional services and the estimated fees. We also may issue a change order form, or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

BILLING POLICIES - In accordance with our policies, work may be suspended if the Organization’s account becomes 45 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The Authority will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

NO THIRD-PARTY BENEFICIARY; ENTIRE AGREEMENT - This engagement has been entered into solely between the Authority and Rehmann, and no third-party beneficiaries are created hereby. The terms and conditions herein represent the entire understanding regarding the services covered by this engagement, supersede all other communications between the parties, whether oral or in writing, concerning such services and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

STAFFING, SPECIALISTS AND SUBCONTRACTORS - Notwithstanding any restrictions expressly included in the engagement letter, Rehmann reserves the right to utilize the resources necessary to most efficiently and effectively provide the services agreed to by the parties. This includes the discretion to decide the most appropriate level of staff for each task necessary, as well as the discretion to use a specialist and/or subcontractor. At no time will any Rehmann employee be considered an employee or agent of the Authority to be considered to be filling a Authority position. Any reference to or attachment of Authority positions lists or job descriptions, illustrations of organizational structure, and/or illustration and description of hierarchy within this agreement are for the sole purpose of describing the type and scope of services to be provided under this agreement, and in no way represent a commitment or guarantee, expressed or implied, of the number, qualifications, or experience of staff to be provided or assigned in whole or in part to the provision of services.

TERMINATION OF SERVICES - We reserve the right to suspend or terminate services for reasonable cause, which includes without limitation, failure to pay our invoices on a timely basis or failure to provide adequate information necessary for successful performance of our services. Our engagement will be deemed to be completed upon the earlier of our written notification of termination or the termination of the agreement by the Authority or the natural expiration of this agreement. The Authority is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

The Authority acknowledges our right to withdraw and terminate our relationship at any time, including, but not limited to, for example, instances where, in our sole judgment, we can no longer rely on the integrity of Authority management, or Authority management fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with customs, regulation, policy of the Organization, or other best practices of business entities in the State of Michigan. Our right to terminate is subject to our right to payment for our charges incurred to the date of termination.

WORK SPACE - For those Rehmann personnel that need workspace onsite to most efficiently and effectively perform the tasks and services described in the engagement letter, the Authority shall provide reasonable onsite work space, meeting space, and access to conference rooms, including all furniture. The Authority understands that Rehmann’s performance is dependent on the Organization’s timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by Authority personnel.

TECHNOLOGY AND SUPPLIES - The Authority shall provide access to and be responsible for costs related to technology resources, software, licenses, equipment, supplies and consumables necessary to perform the tasks performed under this engagement to the extent that these items are necessary to adhere to the processes and controls established by the Organization. These items include but may not be limited to Authority owned and maintained, hardwired and/or wireless networks, internet access, VPN access software, email addresses, licenses/usernames/passwords for Authority owned software, local printers, local phones, printer paper, check stock, and other supplies and resources. The Authority will maintain proper licenses and adequate Technology support for all items identified in this section. This does not include costs and expenses related to our technology.

EMAIL - The Authority acknowledges that (a) Rehmann, the Authority and others, if any, participating in this engagement may correspond or convey documentation via Internet email unless the Authority expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet email, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet email.

STANDARDS, LAWS AND REGULATIONS - we are not a law Firm and do not intend to provide and will not provide legal services. It is understood that the financial consulting and outsourcing services provided by us will, collectively, be considered our informal views or advice rendered on a good-faith basis and should not be considered legal advice, an absolute guarantee as to the Organization’s compliance with generally accepted accounting principles, federal or state laws, contracts, or as to matters that may be accepted or found by a court of law. Accordingly, our advice, recommendations, and decisions will represent our professional, unbiased views based on the data we are able to obtain within a reasonable timeframe, using our best efforts.

ERRORS, FRAUD AND ILLEGAL ACTS - The services to be rendered by us cannot be relied on to detect errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors and of any evidence or information that comes to our attention that may indicate that fraud may have occurred. We will report to you any evidence or information that comes to our attention during the performance of our services regarding potential illegal acts (including regulatory violations) that may have occurred unless they are clearly inconsequential.

OPINIONS ON FINANCIAL STATEMENTS, INTERNAL CONTROLS AND COMPLIANCE - The purpose of this engagement is not to perform an audit in any form or capacity and, as such, we have no responsibility to express an opinion, or any other form of assurance on any aspects of the Organization’s activities, including financial statements, internal controls, or compliance with laws and regulations. We will not audit any financial statements, projections, forecasts, financial data nor independently verify or express an opinion or any form of assurance on the financial data at the Authority and thus, our work product will be subject to the validity and completeness of the underlying data available at the Organization. We have no responsibility to identify and communicate control deficiencies, significant deficiencies or material weaknesses in the Organization’s internal controls as part of our consulting services.

CLAIMS - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the Authority agrees that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within 12 months after performance of our services (i.e. after termination of

Attachment A: Rehmann Consulting & Outsourcing Engagement Letter Terms

the services that are covered by this engagement), unless the Authority has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

THIRD PARTY PROCEEDINGS - As a result of our prior or future services to the Organization, we might be requested to provide information or documents to a third party in a legal, administrative, arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to the Authority as a separate engagement. We shall be entitled to reasonable compensation for our time and reasonable reimbursement for our expenses (including attorney fees and legal costs) in complying with this request. For all requests, we will observe the confidentiality requirements of our profession and will notify Authority management promptly of the request. If anyone requests or subpoenas any information or materials related to this engagement which is in our custody or control, we will inform Authority management

LIABILITY HOLD HARMLESS - The parties agree that our maximum liability for any negligent errors or omissions committed by us in the performance of this engagement will be limited to the amount of our fees paid by the Authority for the most recent 12 month period of this engagement.

Notwithstanding anything to the contrary, Rehmann's maximum aggregate liability under this agreement (regardless of form of action, whether in contract, tort, negligence or otherwise), shall be limited to the fees paid by the Authority to Rehmann for the portion of the 12 months during the term of this engagement in which the latest event, act, or omission occurs which gives rise to such liability. In no event shall Rehmann be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.), even if we have been advised of their possible existence. This provision shall survive the termination of this engagement for any reason.

OFFERS OF EMPLOYMENT - The Authority agrees not to solicit Rehmann staff with offers of employment. A placement fee will apply for each Rehmann employee, hired in any capacity during and for 12 months following the termination of this engagement, even if the hire is a result of the employee responding to a general solicitation. The fee will be equal to one year's total compensation for the employee hired.

PROMOTIONAL MATERIALS - The Authority consents to Rehmann's use of the Authority name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

FORCE MAJEURE - Neither party shall be liable to the other for damages caused by an interruption of this engagement where such interruption is due to war, rebellion, or insurrection, acts of God, health or other pandemics, fire, governmental statute, judicial or agency order or regulation prohibiting the performance of this Agreement, labor disputes, or for other causes beyond the reasonable control of either party.

TRANSITION OF SERVICES - Depending on the nature of services provided, Rehmann may need to participate process of facilitating the transition of services provided under this agreement to an employee of the Authority or another service provider. Rehmann agrees to actively participate to promote a smooth transition process assuming the Organization's account is not delinquent. The Authority is responsible for proper planning for all aspects of the transition process, including hiring of any employees or procurement of alternate service providers in a timeframe sufficient to allow for the transition process to be complete by the end of the contract period. If the transition period extends past the contract period, Rehmann will continue to participate in the transition process but at the then current standard hourly rates. Rehmann is not responsible for any cost incurred by the Authority for the employee or alternate service provider to whom tasks/responsibility is being transferred. If the employee or alternate service provider is for any reason unwilling or unable to participate in the transition process, in a manner sufficient to facilitate a smooth transition, Rehmann in its sole discretion, may withdraw from participation in the transition process, and the Authority will be responsible to work with the employee or alternate service provider to facilitate any transition.

MISCELLANEOUS - Neither party may assign its obligations under this engagement without the express written approval of the other. The terms of this engagement shall be construed under the laws of the State of Michigan. The waiver by either party of any provision of this engagement shall not operate or be construed as a waiver of any subsequent breach. If any provision herein is in conflict with any applicable statute or rule of law, or is otherwise rendered unenforceable, such offending provision shall be null and void only to the extent of such conflict or unenforceability but shall be deemed separate from and shall not invalidate any other provision herein.

ARBITRATION - Any dispute or controversy arising out of or relating to this engagement/contract, shall be submitted to arbitration following the Commercial Arbitration rules then in effect of the American Arbitration Association. The parties shall mutually agree on the arbitrator. In the event they are unable to agree, there shall be three arbitrators, with each party choosing its own and the third arbitrator chosen by the two selected by the parties. The arbitrator(s) may grant injunctive or other relief. The decision of the arbitrator(s) will be final, conclusive and binding on the parties. Judgment may be entered based on the arbitrator's decision in any court having jurisdiction. Rehmann and the Authority will each pay one-half of the arbitrator's cost and expenses. The prevailing party shall be entitled to an award for all costs and expenses, including reasonable attorney's fees, incurred by it in enforcing this engagement/contract.

WAIVER OF JURY TRIAL - The Authority hereby waives its right to a trial by jury for any and all disputes arising under this engagement.

INTELLECTUAL PROPERTY RIGHTS - One of the benefits which we bring to the relationship between us is our accumulated knowledge and experience. Some of this is in the heads of our staff; some is contained in our methods of work, programs, methodologies and related documentation. We refer to it all as our Know-How. While we will make use of our Know-How in providing the Services, we must retain ownership of all rights in it and be free to use it for your benefit, and the benefit of our other clients, in the future.