



Lapeer County Board of Commissioners

255 Clay Street, Suite 301
Lapeer, Michigan 48446
Phone: (810) 667-0366
Fax: (810) 667-0369
www.lapeercountymi.gov

COMMITTEE OF THE WHOLE

A-G-E-N-D-A

****COMMISSION CHAMBERS****

March 14, 2024

9:00 A.M.

GENERAL BUSINESS

- CHAIRMAN **CALL TO ORDER**
- **ROLL CALL ATTENDANCE** BY CLERK
- **OPENING PRAYER** AND **PLEDGE OF ALLEGIANCE**
- APPROVAL OF THE **AGENDA**
- CONSIDERATION OF THE DRAFT **MINUTES** FROM THE **FEBRUARY 08, 2024** COMMITTEE OF THE WHOLE MEETING
- DISTRIBUTION AND REVIEW OF **OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS** AND **BUDGET AMENDMENTS** (*throughout the meeting*)
- **DEPARTMENT HEAD UPDATES** – (As needed, No Action Required)
- **PUBLIC TIME** – Citizens Comments (*maximum of 3 minutes per person*)

NEW BUSINESS

- 1) **KIWANIS CLUB OF LAPEER** – Presentation of Inclusive Playground Project.
- 2) **SHERIFF** –
 - A. Request to approve the 2024 Police Service Contract with Imlay Township.
 - B. Request authorization to purchase 13 bullet proof vests with outer carriers and 5 spike stab vests.
- 3) **E911 CENTRAL DISPATCH** – Request to authorize the issuance of a credit card to the County 911 Director.
- 4) **PROSECUTING ATTORNEY** – Request to approve the Karpel/CLEMIS Interface Contract.
- 5) **DISTRICT COURT** – Request to approve the contract with Thompson Reuters West Proflex legal research.
- 6) **COMMUNITY CORRECTIONS** – Request to approve the renewal of the maintenance agreement for the Live Scan Fingerprint machine.

Continued—

- 7) **COUNTY CLERK** – Request to authorize the Chairman/Vice-Chairman to sign the Software License and Maintenance Agreement with DEKETO, LLC.
- 8) **EMERGENCY MANAGEMENT** – Request authorization to purchase encryption software for county owned laptops.
- 9) **BOC** – Request to adopt the Freedom to Homeschool Resolution.
- 10) **ADMINISTRATION/FINANCE** –
 - A. Request authorization to pay Shifman Fournier for labor services through February 29, 2024 *(detailed invoice was made available to commissioners for review)*
 - B. Request authorization to pay The Kelly Firm for legal services through January 31, 2024 *(detailed invoice was made available to commissioners for review)*

OLD BUSINESS

11)

ADDITIONAL ITEMS *(if needed)*

12)

OTHER BUSINESS

- **PUBLIC TIME**- Citizens Comments *(maximum of 3 minutes per person)*
- **COMMISSIONERS' REPORTS**
- **ADMINISTRATOR AND/OR CFO UPDATES.**
- ****CLOSED SESSION**** *(only if needed)*

ADJOURN -

**** Public Recording Notice:** Please be advised that the meetings of the Lapeer County Board of Commissioners are streamed live and recorded on social media for public viewing and transparency. We respectfully request that anyone addressing the Board of Commissioners during "Public Time" be proactive and make every effort in keeping their words and language appropriate for ALL users, including children for educational purposes.

The County Controller/Administrator shall not edit or delete video of any County Commissioner Meeting. Should any issue arise with any content of a meeting video, the Board of Commission members shall be notified. Discretion as to changes to recordings/videos rests solely with the Chairman of the Board of Commissioners. However, a language/content warning may be added to the description of a video when appropriate by the Administrator. (rev. 6/22/2023) **

Upcoming Meetings/Public Hearings/Events:**FULL BOARD MEETING– 03/28/2024****NEXT C.O.W MEETING – 04/11/2024****FOLLOWING FULL BOARD: 04/25/2024**

All sub-committee meeting agendas are posted on the County website if they are being held.

COMMITTEE OF THE WHOLE
February 8, 2024
9:00 a.m.

Chairman Kohlman called the meeting to order at 9:01 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Haggadone opened the meeting with a prayer. The Pledge of Allegiance was recited.

Present: Commissioners Brian Zender, Brad Haggadone, William Hamilton, Gary Howell, Kevin Knisely, Truman Mast, Tom Kohlman

Others: Moses Sanzo, County Controller/Administrator, Jackie Arnold, Chief Financial Officer, Amy Stearns, Chief Deputy Clerk, Ellery King, Deputy Clerk

Motion by Mast, supported by Hamilton, to approve the agenda with the deletion of a closed session. Motion carried.

Motion by Howell, supported by Haggadone, to approve the minutes from the January 11, 2024 Committee of the Whole Meeting, as presented. Motion carried.

Elected Official/Department Head Updates

Stephanie King, Animal Control Division Chief, gave an update regarding cremation services for the public.

Public Time – Three people spoke during public time.

PUBLIC HEARING

**REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT
HOUSING IMPROVING LOCAL LIVABILITY (CHILL) PROGRAM**

Chairman Kohlman declared the Public Hearing in session pursuant to the Public Hearing Notice Published in the newspaper and invited anyone from the public to comment. No public comments were received.

Chairman Kohlman declared the Public Hearing Closed. 9:11 a.m.

Motion by Howell, supported by Haggadone, pursuant to motion 47-2024 of the January 25, 2024 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, to adopt the following "Authorizing Resolution" related to the application of the Michigan State Housing Development Authority (MSHDA)'s Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program to benefit low and moderate-income residents; and further, to designate the County Administrator/Controller as the Environmental Review Certifying Officer for said grant:

**COUNTY OF LAPEER
AUTHORIZING RESOLUTION – 2024-R02**

WHEREAS, the Michigan State Housing Development Authority (MSDHA) has invited Units of General Local Government to apply for its Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program; and

WHEREAS, the Lapeer County desires to request \$590,000 in CDBG funds to implement administrative activities and a Homeowner Improvement Project in partnership with the Human Development Commission (HDC) of Lapeer County; and

WHEREAS, the proposed project is consistent with the needs of the local community as described in the Application; and

WHEREAS, the proposed project will benefit residents of the county with at least 51 percent of those assisted being low- and moderate-income persons as determined by census data provided by the U.S. Department of Housing and Urban Development; and

WHEREAS, local funds and any other funds to be invested in the project have not been obligated/incurred and will not be obligated/incurred prior to a formal grant award, completion of the environmental review procedures and a formal written authorization to obligate/incur costs from the Michigan State Housing Development Authority.

NOW, THEREFORE, BE IT RESOLVED that Lapeer County hereby designates the County Administrator/Controller as the Environmental Review Certifying Officer, the person authorized to certify the CDBG Application, the person authorized to sign the Grant Agreement and payment requests, and the person authorized to execute any additional documents required to carry out and complete the grant.

Roll Call vote: Howell, aye; Hamilton, nay; Knisely, aye; Mast, nay; Zender, aye; Haggadone, aye; Kohlman, nay. 4 ayes, 3 nays. Motion carried.

Motion by Hamilton, supported by Zender, to recommend to the Full Board, to accept the 2024 Michigan Association for Local Public Health (MALPH) Lapeer Health Department Staff Wellbeing mini-grant, in the amount of \$4,000.00, at no additional cost to the County General Fund, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the Official Record as an exhibit. Motion carried.

Motion by Zender, supported by Howell, to recommend to the Full Board, to accept the 2024 Michigan Department of Health and Human Services (MDHHS) Oral Health Kindergarten Assessment Program Grant, in the amount of \$56,909.00, at no additional cost to the County General Fund, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit. Roll Call vote: Zender, aye; Howell, aye; Knisely, aye; Mast, aye; Haggadone, aye; Hamilton, aye; Kohlman, nay. 6 ayes, 1 nay. Motion carried.

Motion by Howell, supported by Hamilton, to recommend to the Full Board, to approve and sign all township and village contracts for the Lapeer County Sheriff's Office. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to approve the Lapeer County Sheriff's Office submission of the Corrections Officer's training grant for the 1st calendar, and no additional cost to the county. Motion carried.

Motion by Knisely, supported by Zender, to recommend to the Full Board, to approve the purchase of 4 tasers for the Corrections Division. To be paid from the contingency 207-100-700.100. Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to approve the purchase of ten (10) Zoll AED Plus, ten (10) Zoll PediPadz, ten (10) sets of lithium ion batteries, and twenty (20) CPR Stat-Padz Electrodes to be purchased and reimbursed by the Fiscal Year 2022 Homeland Security Grant Program Funds from ElectraMed, at a cost of \$18,820.00 from line item 258-424-977.000, and subsequently reimbursed by the identified Fiscal Year 2022 Homeland Security Grant Program (HSGP). Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize the renewal of the Equature contract on a 5-year prepaid with a 5% savings, at a cost of \$98,517.23, to be paid using the 9-1-1 millage account #482-325-977.000 at no additional cost to the County General Fund. Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize the renewal of the Motorola support for dispatch consoles, at a cost of \$40,038.00. To be paid using the 9-1-1 account #261-325-813.000, at no cost to the County General Fund. Motion carried.

Motion by Hamilton, supported by Zender, to recommend to the Full Board, to authorize the 2-year renewal of the Motorola support for Emergency Callworks at a cost of \$49,660.38. to be paid using the 9-1-1 millage account #482-325-977.000 at no cost the county general fund.

Motion by Knisely, supported by Zender, to recommend to the Full Board, to authorize the payment of the ProComm annual invoice for local radio support at a cost of \$55,080.00. To be paid using the 9-1-1 account #261-325-813.000 at no cost to the county general fund.

Motion by Howell, supported by Knisely, to recommend to the Full Board, to enter into a three (3) year contract with MGT of America Consulting, LLC for the Friend of the Court and Prosecuting Attorney Title IV-D Cooperative Reimbursement Program, as submitted, and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize Probate Court to purchase Training from University of Cincinnati Corrections Institute in the amount of \$6,750.00 for Youth Level Assessment Tool. Motion carried.

Motion by Hamilton, supported by Zender, to recommend to the Full Board, to accept the State of Michigan 2024 County Veteran Service Fund Grant awarded up to \$93,689.85, and further, to authorize the Chair/Vice-Chair to sign said Grant. Motion carried.

Motion by Knisley, supported by Mast, to recommend to the Full Board, to authorize payment to Shifman Fournier, PLC in the amount of \$1,035.00 , for labor related legal services rendered through January 31, 2024, to be paid from line item 101-239-801.020. Motion carried.

Motion by Hamilton, supported by Zender, to recommend to the Full Board, to authorize Administration to purchase a renewal subscription from SHI for the Budget Book Software, in the amount of \$20,556.00, to be paid from line item 101-228-813.030. Motion carried.

Valley Area Agency on Aging (VAAA) Executive Board

Motion by Howell, supported by Hamilton, to recommend to the Full Board, to re-appoint Willa Talley to serve on the Valley Area Agency on Aging (VAAA) Executive Board for a two-year term ending December 31, 2025. Motion carried.

Public Time – Two people spoke during public time.

Commissioner Reports

At this time, the Commissioners had an opportunity to give brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events, along with statements regarding public time comments.

County Controller/Administrator and/or Chief Financial Officer updates

Moses Sanzo, County Controller/Administrator noted that the Personnel Committee will meet first, and then Properties Committee.

Motion by Hamilton, supported by Zender, to adjourn the meeting. 10:17 a.m.

Tom Kohlman, Chairman
Committee of the Whole



The Kiwanis Club of Lapeer is currently raising funds for our newest (and largest to date) Legacy Project, an all-inclusive and nature-inspired playground at Rowden Park in Lapeer. This playground will be a unique addition to the city park system, Lapeer and surrounding counties.

Our vision is to create a destination in Lapeer that is more than just a playground, but a place that will fulfill an important need in the Lapeer and surrounding communities; a space where everyone can play and learn together.

In order to bring our vision to life, we are asking for your support! The goal of this project is to construct a playground where children and adults are able to play and interact regardless of age, mobility, sensory issues, or any other disability which precludes them from the average playground. Lapeer and surrounding areas have a high number of individuals living with a disability including many children on the autism spectrum – this playground addresses all of their needs. We have gone beyond basic accessibility to design a space that is truly inclusive considering individuals with all types of abilities and disabilities and ensuring that all senses are at play.

This project will require the support of many individuals, businesses, and organizations; we are hopeful that you will be one of them. A playground of this caliber will not only benefit those in Lapeer County, but also those in surrounding counties and beyond. The total estimated cost is over \$1 million. The City of Lapeer has kindly provided the space for this playground, and following completion, will absorb the playground as their own and perform monthly playground safety inspections and long-term routine maintenance and upkeep.

We offer many ways in which you can support and no amount is too small or large. In exchange, you will receive excellent community exposure and advertising. Contributions are tax deductible to the extent allowed by law.

We appreciate you taking time to review our project and look forward to your reply. Feel free to reach out to me at 810-441-7302 to discuss how you can be a part of this amazing project. By working together, we can accomplish more and create a bigger impact in areas that need it the most.

With gratitude,
Kara Lambourn, Board Member/Committee Chair



MAILING ADDRESS

Kiwanis Club of Lapeer Foundation
P.O. Box 501, Lapeer, MI 48446

www.kiwanislapeer.org/playground

PHONE
810-441-7302

EMAIL
lapeerkiwanisplayground@gmail.com

2A

DATE: March 7, 2024

☒ REQUEST FOR ACTION

☐ FOR YOUR INFORMATION

☐ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: Approval and signature of Imlay Township Contract.

BACKGROUND INFORMATION: Imlay Township contract needs final board signature

CONTACT PERSON(S): Sheriff Scott McKenna / Undersheriff Michael Odette

SUPPORTING DOCUMENTS:

DRAFT MOTION: Motion by _____ second by _____
to approve the 2024 Police Service Contract with Imlay Township; and further,
to authorize the Board Chairman to sign said contract.

ATTACHMENTS YES ☒ NO ☐ ☐

COUNTY OF LAPEER
AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH IMLAY TOWNSHIP

THIS AGREEMENT made and entered into this 9th day of November, 2023, to take effect on January 1, 2024, by and between the COUNTY OF LAPEER through its Board of Commissioners and the Lapeer County Sheriff, hereinafter referred to as "County," and the Township of Imlay, hereinafter referred to as "Township."

WITNESS TO: WHEREAS, the Township is desirous of contracting with the County, for the performance of law enforcement functions within its boundaries by the COUNTY; and

WHEREAS, the County and Imlay Township have, by appropriate resolution, been authorized to enter into this agreement pursuant to the provisions of Act 35 of the Public Acts of 1951, being M.S.A.5.4081-5.4084; and

WHEREAS, the uniform maintenance and enforcement of law and order and the safety and welfare of the citizens and residents of the contracted community are of primary importance; and

WHEREAS, the Township desires to secure the services of the County Sheriff's Department to furnish enhanced local police protection in addition to that which is already being furnished by the County Sheriff's Department on a county-wide basis;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to provide enhanced police protection within limits of the Township, and said protection is to consist of the enforcement of State Statutes, Township Ordinances, liquor enforcement, etc. For the purposes of performing such functions, the County shall furnish and supply the supervision, equipment (excluding vehicles), communication facilities, and other necessary supplies needed in order to perform such services. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationary, notices, forms, and the like, need to be executed in the name of the Township, the same shall be supplied at the Township's cost and expense.
2. The standards of performance, the discipline of officers, and other matters incidental to the performance of such service, and the control of the Deputy Sheriffs so assigned to provide such services, shall remain in the County; however, the standards of performance shall not be lower than that furnished to other Townships or Villages in the County.
3. The Township shall not be required to assume any liability for the direct payment of salaries, wages, or other compensation to the County for any County personnel performing the services set forth in this document, except as herein otherwise specified. The County will protect and save harmless the Township from any or all claims, demands, suits, and other forms of liability by reason of actions taken by the contracted employee in the scope of his/her employment.
4. The law enforcement service to be provided by the County shall consist of furnishing Deputies for the number of hours contracted, shifts to be determined by the Sheriff, starting and ending times to be established by the Sheriff upon the Township's recommendation.

5. The scope of this agreement is for twelve (12) months of the calendar year 2024 for one (1) **half-time officer**, constituting 1,048 hours. Actual patrol time within the Township will be less, taking into consideration bargained for benefits, such as, but not limited to, vacation time, training, sick leave, and personal days.
6. Any sick leave time in excess of five (5) consecutive work days will be staffed by the County Sheriff's Department.
7. The Township agrees to pay for such law enforcement service at step four (4), which represents one (1) **half-time officer**. The allocations are 65% paid by the Township and 35% paid by the County. The estimated total cost is \$72,912.51. This would be a projected sum of \$47,393.13 for the Township and \$25,519.38 for the County; said sum to be payable based on actual payroll costs as supplied by the county payroll department. If payment is not received by the 30th day of each month, services may be suspended for subsequent month(s) until payments are current. In the event that the assigned officer's wage was less than step four (4), a cost adjustment credit will be included in the 12th month billing. In the event the cost to the County in providing law enforcement to the Township increases during the term of this Agreement, the additional amount necessary to cover such increase shall be added to the payment including, but not limited to any union-negotiated retroactive pay or compensation incentives.
8. The County agrees to pay 35% (estimated at \$25,519.38) of the total cost of providing this law enforcement service, subject to any applicable 12 month billing adjustment as noted in paragraph 7.
9. Imlay Township may receive reimbursements from the Operating While Intoxicated Fund as established by the Lapeer District Court and the Lapeer County Prosecutors Office.
10. In the event the Township requests additional service during the term of this agreement, the cost of said additional service shall be determined by the mutual agreement of the parties hereto.
11. The Agreement shall be effective from January 1, 2024, and shall terminate on December 31, 2024. Said Agreement may be revoked by either party with thirty (30) days written notice.
12. The law enforcement services contemplated under this agreement are limited to the Township for the hours and shifts referenced in item #7 of this agreement. There are no other express or implied conditions that obligate the Township or the County beyond scope of this agreement.
13. This Contract contains the entire agreement of the parties and may not be modified except by a written agreement signed by authorized agents for the parties.

Lapeer County Board of Commissioners

By: _____


Date: _____

Imlay Township

By: 

Date: 2-21-24

Lapeer County Sheriff

By: 

Date: 3-6-24

DATE: March 7, 2024

☒ REQUEST FOR ACTION

☐ FOR YOUR INFORMATION

☐ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: Request to purchase 13 bullet proof vests with outer carriers and 5 stab vests. Both vests need to be replaced every 5 years.

BACKGROUND INFORMATION: Request approval for purchase of 13 bullet proof vest with outer carrier at a cost of \$1,030.00 each and 5 spike stab resistant at a cost of \$455.00 each. Grand total of \$15,665. Funds to come from lines 207-301-743.010, 207-351-743.010 and 207-301-743.000.

CONTACT PERSON(S): Sheriff Scott McKenna / Undersheriff Michael Odette

SUPPORTING DOCUMENTS: bids

DRAFT MOTION: Motion by _____ supported by _____ to authorize the Lapeer County Sheriff's office to purchase 13 bullet proof vests with outer carriers and 5 spike stab vests, cost of \$15,665.00 from lines 207-301-743.010, 207-351-743.010 and the remainder from line 207-301-743.000

ATTACHMENTS YES ☒ NO ☐ ☐

ON DUTY GEAR, LLC
44315 N. Groesbeck Hwy.
Clinton Township, MI 48036
Phone: (586) 463-0099

Quote

Date	Quote #
2/28/2024	3817

Name / Address
Lapeer County Sheriff's Office ATTN: Sgt. Nesbit 3231 John Conley Lapeer, MI 48446

Terms	Rep	Project
Net 30		

Item	Description	Qty	Cost	Total
AE-LapeerCo	Armor Express Razor 2, Level II Ballistic Panels (NIJ Model RZRG2-A-II), Black Revolution Carrier & 5x8 Level IIIA ICW Foam Encapsulated Plate	1	760.00	760.00
AE-TRAVERSE	Armor Express TRAMDVMOBLKBV Black Dress Traverse Outer Carrier w/MOLLE Webbing	1	270.00	270.00
	FREE SHIPPING Quote Valid Through 12/31/2024			
Total				\$1,030.00



Propper Breach Level IIIA 3BFA Armor Carrier

☆☆☆☆☆ 0 Reviews

\$1,059.99

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Galls / Item# BF148 BLK MD LNG / Mfg# PCOZX1BV0J BLK MD LNG

Galls GTAC Plate Carrier with XPIIIA Armor

1 Review | 6 Questions, 5 Answers

\$1,299.99or 4 interest-free payments of **\$325.00** with  sezzle ^①

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SIZE MEDIUM [SIZE CHART](#)

SMALL MEDIUM LARGE EXTRA LARGE 2X 3X

LENGTH LONG

REGULAR LONG

Ships As Soon As Available. Estimated Ship Date 5/6/2024Please note: Proof of occupation and/or other documentation may be required for purchase. Click [here](#) for details.

1 \$1299.99

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DETAILS

GALLS GTAC PLATE CARRIER WITH XPIIIA ARMOR

Please note – all sales are final 48 hours after purchase. Please contact customer service 866.673.7643 for any questions.

Galls GTAC Plate Carrier with XPIIIA Armor is built for tactical operators. Combines MOLLE compatible webbing on all sides, with level IIIA ballistic panels and front and rear rifle plate pockets in a streamlined design. Highly adjustable with easy on and off, the GTAC's durable construction and protective coverage sets a new standard for hard armor plate carriers.

SPECS

- Ballistic level IIIA NIJ-Standard- 0101.06
- External, top-loading, hard armor plate pocket in the front and rear accommodates 8" x10" or 10" x12" rifle plates (sold separately)
- One size fits most adjustable shoulder straps
- External bottom loading hard armor plate pockets in the front and back
- Exterior 500 Denier Cordura® outershell construction
- Interior Carrier fabric: 420 Packcloth

ON DUTY GEAR, LLC
44315 N. Groesbeck Hwy.
Clinton Township, MI 48036
Phone: (586) 463-0099

Quote

Date	Quote #
3/5/2024	3838

Name / Address
Lapeer County Sheriff's Office ATTN: Sgt. Nesbit 3231 John Conley Lapeer, MI 48446

Terms	Rep	Project
Net 30		

Item	Description	Qty	Cost	Total
AE-TAURUSSPK1	Armor Express Taurus Spike 1 Stab Resistant Armor w/Revolution Carrier FREE SHIPPING Quote Valid Through 04/30/2024	5	455.00	2,275.00
Total				\$2,275.00



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
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Paca / Item# BP001 BLK LG / Mfg# TG1THRBV0D BLK LG

PACA Thrustguard Maximum Coverage Tactical Stab Vest

1 Review | 2 Questions, 2 Answers

\$1,238.00or 4 interest-free payments of **\$309.50** with  sezzle 

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SIZE LARGE

SMALL MEDIUM **LARGE** EXTRA-LARGE 2X 3X 4X 5X***Ships As Soon As Available. Estimated Ship Date 4/19/2024***Please note: Proof of occupation and/or other documentation may be required for purchase. Click [here](#) for details.

1 \$1238.00

ADD TO CART**ADD TO WISHLIST****DETAILS****PACA THRUSTGUARD MAXIMUM COVERAGE TACTICAL STAB VEST**

Please note – all sales are final 48 hours after purchase. Please contact customer service 866.673.7643 for any questions.

Delivers unparalleled protection for high-risk cell extractions and riots.

SPECS

- Constructed of Cobalt alloy, DuPont™ KEVLAR® and open cell, high-recovery foam
- Absorbs blunt trauma and provides complete protection
- Adjustable abdominal belt with protective cover flap
- Machine washable carrier
- Made in USA
- NIJ stab certified, 0115.00 - meets Spike 3, Edge 3 requirements

*DuPont™ and Kevlar® are registered trademarks of E.I du Pont de Nemours and Company***YOU MIGHT ALSO LIKE //**



CORDURA CARRIER WITH SAPI PLATE POCKETS OVERT VEST -BLACK

BALLISTIC LEVEL IIIA
STAB LEVEL 2
SPIKE LEVEL 2

This is an overt vest, designed to be worn over clothes

From \$795.00

SIZE  Size Guide

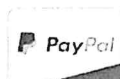
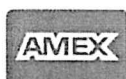
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2XL

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\$1,128.00

or 4 payments of \$282.00 with **ZIP**

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REQUEST FOR ACTION**DATE: February 9, 2024**☒ REQUEST FOR ACTION☐ FOR YOUR INFORMATION☐ REQUEST FOR INFORMATION**TO:** County Board of Commissioners**FROM:** Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Request for issuance of County credit card

ADDITIONAL INFORMATION:

For use in accordance with County of Lapeer SOPP for County Credit Card Program

CONTACT PERSON(S):

Jeffrey Satkowski

BACKGROUND INFORMATION:

Primary usage will be for hotel accommodations for training as it relates to the business of the County of Lapeer, and for recurring payments on software suites which are necessary for the operation of Central Dispatch, and any other expenses allowed under the County credit card program.

SUPPORTING DOCUMENTS:**DRAFT MOTION:**

Motion by _____, supported by _____, to authorize the issuance of a credit card to the County 911 Director for use as described in the Lapeer County's adopted credit card policy.

ATTACHMENTS YES _____ NO X _____

REQUEST FOR ACTION

DATE: March 8, 2024

 XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: **Prosecuting Attorney**

SUMMARY OF REQUEST / INFORMATION:

Approval of Karpel Interface Contract (\$18,000.00) and CLEMIS invoice (\$4,400.00). Total up front project cost: (\$22,400.00)

ADDITIONAL INFORMATION:

Approval of the contract will streamline case referrals from law enforcement agencies by eliminating re-entry of data input through CLEMIS (law enforcement report writing) into Karpel. In summary, data entry into CLEMIS will not need to be repeated by Prosecutor staff into Karpel. Annual maintenance cost on behalf of Karpel is \$3,000.00. CLEMIS will charge no additional fee and include maintenance under the annual subscription.

CONTACT PERSON(S): **John Miller**

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to authorize Prosecuting Attorney, John Miller, to consummate the proposed interface contract with Karpel at the cost of \$18,000.00 and approve expenditure of \$4,400.00 to CLEMIS at a combined total cost not to exceed \$22,400.00 from budget line item 205-100-700-100 (contingencies) and further, to authorize the Chairman to sign said contract.

ATTACHMENTS YES X NO

December 7, 2023

Quote: Application Programming Interface Design and Implementation

Scope: CLEMIS will create an Application Programming Interface, API, between the Karpel third party application and CLEMIS applications to allow the Oakland County, Lapeer County, Lenawee County prosecutor's offices and law enforcement agencies to share and manage files.

Effort	Hours	OCIT Rate	Project Total
Programming and implementation	80	\$165	\$13,200

Oakland County, Lapeer County and Lenawee County have agreed to share the cost equally.

County	Project Lead	Cost
Oakland County	David Williams	\$4,400
Lapeer County	John Williams	\$4,400
Lenawee County	Troy Brevier	\$4,400
Total		\$13,200

Support - Ongoing support costs are included in current membership fees.

Project Lead Contact Information

- Oakland County: David Williams, Chief Assistant Prosecutor williamsda@oakgov.com
- Lapeer County: John Miller, Lapper County Prosecutor jmiller@lapeercounty.org
- Lenawee County: Sheriff Troy Bevier troy.bevier@lenawee.mi.us
- CLEMIS: Jim Manning manningjt@oakgov.com

If accepted, the applicable invoice will be generated by CLEMIS staff for each agency.

Approved: _____

LAPEER COUNTY, MICHIGAN

INTERFACE CONTRACT FOR



PROSECUTORbyKarpel®

Updated October 26 , 2023



TERMS OF AGREEMENT

The agreement proposed in this document is between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions"), and Lapeer County, a political subdivision of the State of Michigan (hereinafter referred to as "Client"), wherein Karpel Solutions agrees to provide Lapeer Interface access for the Client throughout the duration of the contracted terms described herein.

Any request for modification(s) to the proposed terms of this agreement must be submitted to Karpel Solutions in the form of a change order and will require the Client's express approval. No additional charges or fees will be incurred without prior written approval from the Client.

CONFIDENTIALITY STATEMENT

This document is considered the intellectual property of Karpel Solutions. The Client recognizes the proprietary nature of this information and shall neither disclose nor reproduce it via any media format. The use of any terms, data, or other proprietary knowledge referenced herein outside of Lapeer County, or for any purposes other than those established through this agreement, is strictly prohibited. If the Client is compelled by law to disclose any information covered by this agreement, they must notify Karpel Solutions before the third (3rd) full business days prior to the disclosure. This agreement imposes no such limits, should the Client utilize any information that can be found within this contract, if such is obtained from an external or third party. The Client will be subject to all subsequent revisions, addendums, and amendments to these terms for the duration of this agreement, unless otherwise permitted by Karpel Solutions.

SUMMARY OF COSTS AND TERMS OF PAYMENTS

Karpel Solutions agrees to provide necessary maintenance and support for its hosted services in accordance with the terms and specifications described in this document, contingent on the Client's remittance of fees for any associated services or provisions. The table below provides a simplified example of cost and fee calculations, based upon the size of the Client's organization:

	Qty	Cost	Subtotal	
Initial Interface Fee (incurred only once)	1	\$15,000	\$15,000	
Annual Maintenance Fee (incurred once per year)	1	\$3,000	\$3,000	Annual Maintenance Cost Per Year (excluding taxes)
			\$18,000	Total Initial Interface Cost (excluding taxes)

Costs and fees for all hosted services, including maintenance expenses, are subject to change due to increased workloads, and updates to industry standards for technologies and data security practices. Karpel Solutions will seek Client acknowledgment before adjusting any costs or fees.



Associated costs for provided services will be in effect for one (1) year following the initial date of the Interface installation, beginning upon the date of completion. These contracted terms are subject to renewal on an annual basis, solely per the Client's discretion and approval.

Payment scheduling can be applied to these costs, which will be calculated on an annual basis, and will be subject to renewal each subsequent year, pending approval. Of the initial \$15,000 cost, 50% (\$7,500) is due immediately upon the signing of this agreement, and the remaining half of the initial cost, along with any Maintenance fees, will be immediately due upon the completion and implementation of the PbK Interface. Any subsequent costs and fees may be subject to change per the sole discretion of Karpel Solutions.

PROVIDED SERVICES AND SUPPORT

Karpel Solutions will provide training and updates for the Client at certain intervals and will offer technical support in the form of telephone and e-mail communications, webinars, and remote desktop maintenance. The Help Desk is available to provide direct, toll-free assistance over the phone from 7:00 AM (07:00 CST) to 7:00 PM (19:00 CST) on Mondays through Fridays (excluding holidays or certain events). Karpel Solutions also provides technical support outside of these listed times through a third-party provider, at no additional cost to the Client.

Maintenance of site functionality is dependent upon the Client's continuance of payments for hosted services, the cost of which will remain fixed throughout the duration of each contracted term. Failure to remit total payments in a timely manner may compel Karpel Solutions to terminate the agreement between itself and the Client and remove their access to the Interface.

Provided services for application maintenance will include scheduled updates or changes to the Interface, as well as error fixes and enhancements for site functionality. Support is offered to all authorized users but does not include troubleshooting for all networks or connectivity issues, and will not include help any devices or networks outside of those related to site functionality.



SIGNATURES AND AUTHORIZATIONS

Upon entering into this agreement with Karpel Solutions, the Client agrees to be bound by the terms and conditions stated herein, throughout the entire duration of this contract. Karpel Solutions reserves the right to terminate this agreement or make modifications to these terms at any time, solely upon their discretion. The signatories on this document warrant that they have the authority to bind their respective party to this agreement.

Lapeer, Michigan

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Date

Date



Karpel Interface Request Form

The purpose of this agreement is to outline an interface requested by the Karpel client. It is not intended to be used as a design document and will not cover every data point that may or may not be processed. Detailed data points and processes will be agreed upon by Karpel, our client and the other contributing vendor. Karpel will provide a detailed technical write up once those details have been provided.

IRF Process:

1. *Complete the below form for each individual interface requested. Please provide as much detail as possible.*
2. *Karpel will review the request and fill in the scope of work. Karpel will reach out to have meetings as necessary to clear up any questions.*
3. *Karpel will sign and send an approved IRF to the client for signature.*
4. *After the client signs the IRF, Karpel will schedule the development effort on the Karpel side. Note that there may be additional development effort required from county IT or the interfacing vendor that can create dependencies or delays in the scheduling.*
5. *The client will be billed, as per the agreed upon amount defined in the contract addendum, 30 days after the Karpel development work is completed and handed off to the client for testing.*
6. *For go-live interfaces, Karpel development should be completed before mock go live to allow for adequate testing with the vendor. Should the vendor not be prepared with their development or unable to complete testing before the go live date, the go live date will proceed as planned and the interface can be implemented in the future.*
7. *After 30 days of testing, this project will be considered complete and enter maintenance. If you feel more time is needed, please send a request to your Karpel contact for an extension.*
8. *Once the project has entered the maintenance phase, support, maintenance and change requests should go through the Karpel Help Desk. They can be reached at Support@karpel.com.*

The Customer is responsible for the following items:

1. *Provide access to network resources necessary to complete the interface enhancement.*
2. *Respond to requests for documents, approval, and feedback made within two business days.*
3. *Respond to technical and business questions related to the interface or enhancement that arise during development within two business days.*
4. *Act as a liaison between Karpel and third-party software vendors. The project schedule may be delayed if a third party is unresponsive or uncooperative.*
5. *Test and verify the functionality of the interface or enhancement once deployed within an agreed upon timeframe.*

Customer:	Lapeer County, MI
Primary Customer Contact Name and Email:	John Miller jmiller@lapeercounty.org
Additional Contacts Names and Emails:	
Is this Part of a Go Live?	No- This is being requested post go live
Interface Type:	Law Enforcement Referrals
Third Party Vendor:	CLEMIS
Vendor Contact Information:	
Additional Notes:	This interface will be created with CLEMIS as outlined in the Karpel IEPD.

Karpel Solutions and Client agrees to the above terms outlined above as signed below:

_____	_____
Client	Date
_____	_____
Karpel Solutions	Date

Karpel Solutions and Client agrees to the defined scope of work as signed below:

_____	_____
Client	Date

Scope of Work

Law Enforcement – Incident Referrals

One of the most common interfaces with PbK used by many of Karpel's customers is importing incident information from Law Enforcement. For the purposes of this document, Law Enforcement referrals are considered an **inbound interface**, with data coming into Karpel and a simple success/failure returned synchronously. This interface will be created with CLEMIS and will abide by the Karpel Case schema provided to CLEMIS in the Karpel IEPD. PbK is a cloud-based program that is hosted on the Azure Government Cloud.

Data Elements

The primary data elements for an import from law enforcement are:

- Defendant pedigree information
 - Person's names and identifying numbers
 - Date of birth
 - Height, weight, hair/eye color – physical characteristics
 - Contact information – addresses, phone numbers, email, etc.
 - Optionally – gang information, mug shot, etc.
- Victims and Witnesses (collection)
 - Names
 - Date of birth
 - Contact information
- Charges (collection)
 - Incident date & time
 - Incident location
 - Charge and statute codes
 - Charge description
 - Severity
- Documents (optional collection)
 - Document title
 - Document category
 - Binary Data
- Arrest information
 - Date & Time
 - Booking Officer
 - Person Booked
- Referral Information

- Referring officer
- Referring law enforcement agency

PBK Experience

When arrest information is imported into PBK using our standard import referral data exchange, the records are exposed to the user in the Arrest Transfer Record Search Results section of PBK. This screen allows the user to review the information from law enforcement, make necessary modifications, and then import into PBK to create (or update) a case in the Karpel system.

When Law Enforcement provides updated case data, PbK will match the case to an existing case using the LE report number and the agency code on a case with a specific defendant. The user will be asked if they would like to create a new case or update an existing one.

Arrest Transfer Record Search Results - Transferring from Law Enforcement							Search	Show/Hide Columns
Select	Type	Agency	Report #	Arrest #	Referral	Incident	Defendant Name	
<input type="checkbox"/>	Direct File		00000000GRJY		05-25-2018	05-18-2018	Alexandra Lomaxiana Esmaralda	
<input type="checkbox"/>	Arrest	Annapolis - Criminal	1813P18220		06-13-2018		Anthony-Lester, Dana	
<input type="checkbox"/>	Direct File		000001W2DFIV		05-25-2018	05-17-2018	Arvandebe, Therniaekela Hane	
<input type="checkbox"/>	Direct File				05-25-2018	05-22-2018	Ashurst, Knyemra	
<input type="checkbox"/>	Direct File		12156C234		05-25-2018	05-21-2018	Babaajency, Alimshan	
<input type="checkbox"/>	Direct File		0000002F9CHWY		05-25-2018	05-20-2018	Barnes, Jessica Lauren	
<input type="checkbox"/>	Direct File		000000C1LCEM9		05-25-2018	05-17-2018	Beck, James Michael	
<input type="checkbox"/>	Direct File		00000038W6SH9		05-25-2018	05-20-2018	Bel, Deahem Rynnyda	
<input type="checkbox"/>	Direct File		000000C1QCEM9		05-25-2018	05-17-2018	Berg, David Jeffrey	
<input type="checkbox"/>	Direct File		00000040CH3T		05-25-2018	05-20-2018	Beverly, Michael Paul	
<input type="checkbox"/>	Direct File		000000YACAFJ		05-25-2018	05-22-2018	Bigness, Randy K	
<input type="checkbox"/>	Direct File		0000001M7QFTX		05-25-2018	05-21-2018	Blackwell, Devon Tyrell	
<input type="checkbox"/>	Direct File		0000002DGH3E		05-25-2018	05-22-2018	Blackwell, Sheri Lee	
<input type="checkbox"/>	Booking	Bureau of Narcotics Enforcem.	WR-710025-QH		06-22-2017		Bogus, Gooly	
<input type="checkbox"/>	Booking	Merced County Human Servs.			06-05-2017		Bogus, Jay	
<input type="checkbox"/>	Booking	Modesto Police Department			06-05-2017		Bogus, Mahta	
<input type="checkbox"/>	Arrest		Missing/Witnesses Test		06-05-2017	07-12-2018	Bogus, Paraphone Lee	
<input type="checkbox"/>	Arrest		Missing/Witnesses Test		06-05-2017	07-12-2018	Bogus, Paraphone Lee	
<input type="checkbox"/>	Direct File		12-410106		05-25-2018	05-21-2018	Bonilla-Nemmen, Adilia Antonio	
<input type="checkbox"/>	Direct File		00000040BPF1W		05-25-2018	05-16-2018	Bornstein, Baby Joe	
<input type="checkbox"/>	Arrest	Hayward Police Department	2540384		05-05-2017		Boyd, Zhonae	
<input type="checkbox"/>	Direct File		0000001Y10LTYW		05-23-2018	05-21-2018	Brandon, Kathy Foudraire	
<input type="checkbox"/>	Direct File		0000002DGH3E		05-25-2018	05-17-2018	Brewington, Kie Antoinette	
<input type="checkbox"/>	Direct File		0000001R0TSD		05-25-2018	05-21-2018	Brown, Darius Kayon	
<input type="checkbox"/>	Direct File		131411443		05-25-2018	05-22-2018	Brown, Thomas	
<input type="checkbox"/>	Direct File		0000003KCAFJ		05-25-2018	05-17-2018	Brown, Troy Deswayne	
<input type="checkbox"/>	Direct File		131401340		05-25-2018	05-21-2018	Brown, William T	
<input type="checkbox"/>	Direct File		000000C1RCEM9		05-25-2018	05-17-2018	Carlier-Kortin, Darrel Nona	
<input type="checkbox"/>	Direct File		0000001M4CH3T		05-25-2018	05-17-2018	Carmen, Renee Christine	

User Acceptance Criteria

Karpel will provide a PbK training session to provide direction for testing. For this session, Lapeer County Law Enforcement Office will need to send the following cases through the interface:

- Single defendant existing
- Codefendants existing
- Single defendant new
- Codefendants new

Karpel has no access and no training available to show law enforcement the process in which cases are triggered to be sent through the interface on the CLEMIS side. Directions and/or training for that will need to be coordinated through CLEMIS.

When issues are found during User Acceptance testing, they will be logged in the PbK Wrike project management system. A Karpel representative will assist in logging those requests on an as needed basis. Access to the Wrike program and the Wrike tickets shall be coordinated through the Karpel Project Management and Interface Development team.

REQUEST FOR ACTION

DATE: 03/07/2024

XX REQUEST FOR ACTION

 _____ FOR YOUR INFORMATION

 _____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: **Maureen Salayko**

SUMMARY OF REQUEST / INFORMATION:

Approve Westlaw legal research contract.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Maureen Salayko

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Contract Attached

DRAFT MOTION: Motion to authorize the Courts to ^{approve}~~execute~~ the contract with Thompson Reuters West Proflex legal research for a 24-month period under the terms outlined in the agreement. Monthly cost of \$408.00 per month for 12 months and \$428.40 per month for following 12 months; and further, to authorize the Chairman or Vice-Chairman to sign said agreement.

Motion by _____, supported by _____,

ATTACHMENTS YES_____ NO_____



THOMSON REUTERS™

Order Form**Order ID: Q-08139357**Contact your representative josh.lindquist@thomsonreuters.com with any questions. Thank you.**Sold To Account Address**

Account #: 1005888397
40th Circuit CT
255 Clay St
Lapeer MI 48446-2205 US
"Customer"

Shipping Address

Account #: 1005888397
40th Circuit CT
255 Clay St
Lapeer MI 48446-2205 US

Billing Address

Account #: 1005888397
40th Circuit CT
255 Clay St
Lapeer, MI 48446-2205
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$408.00	24

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-08139357

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 4/15/2024.



THOMSON REUTERS™

Attachment**Order ID: Q-08139357**Contact your representative josh.lindquist@thomsonreuters.com with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1005888397

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Salayko, Maureen

Email: msalayko@lapeercounty.org**eBilling Contact**

Contact Name Maureen Salayko

Email msalayko@lapeercounty.org**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1005888397	40th Circuit CT	255 Clay St Lapeer MI 48446-2205 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
2	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Maureen	Salayko	msalayko@lapeercounty.org	EML PSWD CONTACT

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3- 4*	Year 4 Charges per Billing Freq	% incr Yr 4- 5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$408.00	5.00%	\$428.40	N/A	N/A	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

6

REQUEST FOR ACTION

DATE: March 4th, 2024

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: David Stevens – Community Corrections Coordinator

SUMMARY OF REQUEST / INFORMATION: Request authorization to enter into a renewal agreement with IDEMIA IDENTITY & SECURITY for a one-year maintenance agreement on the Live Scan Fingerprint machine located in the Lapeer County Court Complex, Room #83. The maintenance contract will cost \$3,530.00.

ADDITIONAL INFORMATION: The coverage date of the maintenance agreement is from 3/1/2024 to 2/28/2025.

CONTACT PERSON(S): Maureen Salayko

BACKGROUND INFORMATION: This maintenance agreement is a renewal of the previous maintenance agreement and is required to keep the Live Scan Fingerprint machine working properly. This is an expense that is budgeted for and will be at no additional cost to the Lapeer County General fund. Due to the age of the Printer, it is no longer covered under this maintenance agreement.

SUPPORTING DOCUMENTS: Maintenance Agreement.

DRAFT MOTION: Motion by _____, supported by _____, to approve the renewal of the Maintenance Agreement for the Live Scan Fingerprint machine located in the Lapeer County Court Complex, Room #83, for the period of March 1st, 2024 through February 28th, 2025 at a cost of \$3,530.00; and further, to authorize the Chair/Vice-Chair to sign said contract.

ATTACHMENTS YES X NO



Idemia Identity & Security
14 Crosby Drive
Suite 200
Bedford, MA 01730
USA
Phone (888) 435-7439

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

QUOTE ID: 43118
QUOTE DATE: 02/26/24
CUSTOMER ID: BD-2500
PRICE LIST: 2024

BILL TO: LAPEER COUNTY COMMUNITY CORRECTIONS
255 CLAY ST
83
LAPEER, MI 48446
United States

COVERAGE

START DATE: 03/01/24
END DATE: 02/28/25

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION:	LAPEER COUNTY - 255 CLAY ST LAPEER, MI 48446			
5300D-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5300D-ED		47958-01	1	\$3,119.00
HWOX-DIGCAP-M95	ANNUAL 9/5 MAINTENANCE			
TPE-HWOX-DIGCAP		47958-03	1	\$411.00
TOTAL:				\$3,530.00

NAME: SUSAN NOISSEAU
TITLE: Maintenance Contract Admin
PHONE: (518) 428-6681
FAX:
EMAIL: Susan.Noisseau@us.idemia.com
SUPPORT EMAIL: BiometricsSupport@us.idemia.com
SUPPORT PHONE: (888) 435-7439

PO NUMBER: _____
SIGNATURE BY: _____
NAME(Print) / DATE _____
TITLE: _____
PHONE / FAX: _____
EMAIL: _____

The terms and conditions of IDEMIA Identity & Security USA LLC maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's as sent to the terms set out here in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RENEWAL DATE OR RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with
U.S. End User Customers
covering
Idemia® Livescan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services.
Included With All Remedial Maintenance Services are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Idemia shall make available to Customer one copy (in electronic or other standard form) of

each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Idemia's 24/7 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.**

Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Idemia's then current rates.
- At no additional charge (provided Customer has

granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.**

Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's Help Desk Maintenance Services are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's Preventive Maintenance Services are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be

available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third-party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third-party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

Idemia develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, Idemia will declare certain products as obsolete and end-of-life ("EOL"). In the event that Idemia determines that a product is EOL, Idemia shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that Idemia provides its customers with such EOL notice, Idemia shall further endeavor to provide its customer with notice of Idemia's intent to offer a next version of the product, or a new or substitute product or

service with the same or similar functionality to the EOL product. Idemia's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, Idemia will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, Idemia does not warrant performance of the EOL product and Idemia will not prepare any further updates or maintenance fixes for the EOL product.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

C. Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant to the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

D. Inflation Adjustment. The Price Per Service/Other Basis identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) published for the appropriate

Product/Service as of the Effective Date of the parties' Agreement.

consent of Idemia.

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written



14 Crosby Dr., 2nd Flr.
Bedford, MA 01730
Tel: (978) 215-2400

February 26, 2024

David L. Stevens
Lapeer County Community Corrections
255 Clay St. #83
Lapeer, MI 48446

RE : Price Adjustment
Maintenance Agreement Addendum Quote # 43118

Dear Customer,

Idemia Identity & Security USA LLC has been committed to providing our customers with comprehensive support plans and services. In the normal course of managing our business processes, we regularly examine our current support fees to ensure we can continue to provide you with excellent customer service.

Because of these annual price action reviews, IDEMIA's business practice is to assess an annual increase to support fees to compensate for the increasing labor and material costs as products mature. This increase is included to cover increasing labor costs for field services and parts replacement expenses, technical support, engineering and continued development costs. Continued development provides on-going patches, releases and updates to your existing software as included in your maintenance and support contract.

We strive to take into consideration the financial needs and requirements of our customer while ensuring both high value service and quality parts.

Thank you for your continued support of IDEMIA. We look forward to a long partnership with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Casey Mayfield".

Casey Mayfield
Sr. Vice President
Idemia Identity & Security USA LLC

REQUEST FOR ACTION

DATE: **February 27, 2024**

 XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: **Theresa M. Spencer, County Clerk** 

SUMMARY OF REQUEST / INFORMATION: to authorize the Chair/Vice-Chair to sign the Software License and Maintenance Agreement with DEKETO, LLC (approved December 1, 2022 motion #404-22 copy attached).

ADDITIONAL INFORMATION: The approval for the purchase of the vital records program was passed on December 1, 2022. Due to the volume of vital records and the design of the software to meet the office needs, the project required many months of work, once it was commenced. The DEKETO Company presented the Software License and Maintenance Agreement for signature late in 2023. The original Agreement was presented to then corporate counsel for review. It was discovered that originally the Agreement required a 120-day written notice for termination. (Page 4- #3.TERMINATION). Corporate counsel recommended the termination clause be a 90-day written notice, similar to other County contract provisions, and similar to the Register of Deeds contracts with DEKETO. Through a mutual agreement, DEKETO Company and Clerk Spencer agreed to the 90-day termination clause.

CONTACT PERSON(S): **Theresa M. Spencer, County Clerk**

BACKGROUND INFORMATION: See additional information above.

SUPPORTING DOCUMENTS:

- 1) Copy of Motion 404-22, December 1, 2022, Lapeer County Commissioners;
- 2) Software License and Maintenance Agreement

DRAFT MOTION:

Motion by _____, supported by _____, to authorize the Chair/Vice-Chair to sign the Software License and Maintenance Agreement with DEKETO, LLC, which was approved on December 1, 2022 in motion #404-22.

ATTACHMENTS YES X NO

12/1/2022 #404-22

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

AGREEMENT made by and between DEKETO, LLC, a Michigan limited liability company located at 3141 Logan Valley Rd, Traverse City, MI 49684 (hereinafter "DEKETO"), and Lapeer County Clerk (hereinafter referred to as "Customer"), located at 255 Clay St., Lapeer, MI 48446.

SECTION 1 – SOFTWARE LICENSE AGREEMENT

1. SOFTWARE. DEKETO hereby licenses to Customer the use of the following property (collectively, "Software"): (I) the computer software products described in Schedule A; (II) related documentation, information and derivative works; (III) revised and corrected versions ("Updates"); (IV) enhanced and improved versions of such programs and documentation which become available hereunder ("Enhancements"); and (V) all copies of the foregoing which are permitted by this Agreement. Updates and Enhancements shall be provided under the terms set forth below in the Software Maintenance Agreement.
2. OWNERSHIP. Customer acknowledges that the Software, source code, derivative works and all copyrights, trade secrets and other rights, titles and interests therein are the sole property of DEKETO and that Customer shall gain no right, title or interest in them by virtue of this Agreement other than the nonexclusive right of use granted herein.
3. LICENSE OF SOFTWARE. In consideration of Customer's payment of a Software License Fee to DEKETO, DEKETO grants to Customer a perpetual, personal, non-transferable and nonexclusive right to use the Software. Customer represents, warrants and agrees that the Software will be used only as provided in this Agreement and only for the benefit of Customer.
 - 3.1 Subject to Customer's compliance with the terms of this Agreement, DEKETO grants Customer a nonexclusive, nontransferable, single-site license to:
 - a. load and execute the Software in executable machine-readable form only; and
 - b. use any documentation provided by DEKETO for the Software ("Documentation") as required to exercise the rights granted herein.
 - 3.2 All rights not expressly granted to Customer in this Agreement are reserved by DEKETO, and Customer may not use the Software or Documentation in any manner not expressly authorized by this Agreement.
 - 3.3 Customer shall not: remove or destroy any proprietary rights marks or legends on or in the Software or Documentation and on authorized copies; modify, enhance, adapt, translate, or create derivative works of the Software or Documentation; transfer, distribute, assign, sublicense, rent, lease, export or sell the Software; decompile, disassemble, or reverse engineer the Software; or make copies of the Software or Documentation other than for archival and backup purposes.
4. MAINTENANCE AND SUPPORT. Customer shall enter into a Software Maintenance Agreement with DEKETO, which governs Updates, Enhancements and technical support as outlined below.
5. PROPRIETARY DATA: CONFIDENTIALITY. Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to DEKETO. Customer shall implement all reasonable measures necessary to safeguard DEKETO's ownership of, and the confidentiality of, the Software, including without limitation: (I) not to allow any person access to the Software other than its employees, agents and consultants who require such access for the performance of their ordinary services to Customer, and then only to the extent necessary to permit the performance of such services and to require, as a condition to such access, that such persons comply with the provision of this Section; (II) to cooperate with DEKETO in the enforcement of such compliance by Customer's employees, agents and consultants, (III) not to permit the removal or

alteration of any copyright or confidentiality labels or notices contained in the Software; (IV) not to modify, translate, disassemble, decompile or reverse engineer the Software; and (V) not to duplicate or reproduce the Software, except that Customer may make archival copies and, if necessary, run temporarily on replacement computers for backup in an emergency, and then in either case only if all copyright and confidentiality notices are included in the copy. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to DEKETO. Notwithstanding the above, Customer's obligation of confidentiality hereunder shall not apply to any information: (a) which, at the time of disclosure, is publicly available or in the public knowledge; (b) which, after disclosure, lawfully becomes part of the public knowledge through publication or otherwise, but through no fault of Customer; (c) which Customer possesses at the time of the disclosure of such information by DEKETO and which was not acquired, directly or indirectly, from DEKETO; or (d) acquired by Customer from a third party who has a right to disclose such information.

6. WARRANTY. DEKETO warrants to Customer that the Software was independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary rights of any other party. DEKETO further warrants to Customer that there is currently no actual or threatened suit or claim by any third party based on an alleged violation of such rights. DEKETO is aware of Customer's requirements and intended uses for the Software. The Software shall satisfy such requirements in all material respects, is fit for such intended uses, and will operate on hardware that meets or exceeds DEKETO's recommendations. Otherwise, Customer understands and agrees that the Software is being sold "AS IS".
7. INDEMNITY. DEKETO, at its own expense, shall indemnify and hold harmless Customer, its board members, officers, employees and agent and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including attorney's fees, to the extent that it is based upon a claim that the Software infringes or violates any patents, copyrights, trade secrets, licenses, or other property rights of any third party. Customer shall promptly provide DEKETO with written notice of any claim which Customer believes falls within the scope of this paragraph. In the event that the Software or any portion thereof is held to constitute an infringement, or violation of a patent, copyright, trade secret, license or other property right of any third party, and its use is enjoined, DEKETO shall have the obligation to, at its expense, (i) modify the Software without impairing in any material respect the functionality or performance, so that it is non-infringing or non-violative, (ii) procure for Customer the right to continue to use the infringing or violative Software, or (iii) replace said Software with equally suitable, non-infringing software. If none of the foregoing alternatives are available to DEKETO, Customer shall receive a repayment of all license fees paid to DEKETO, and DEKETO shall accept return of the Software at its sole expense, once Customer has arranged for the continuation of the functions performed thereby.

SECTION 2 – SOFTWARE MAINTENANCE AGREEMENT

1. SCOPE OF SERVICES. DEKETO shall provide maintenance and support for software applications written by DEKETO as well as the underlying Advantage Database Server software written by SyBase and used in conjunction with DEKETO software applications (collectively "Software"), as listed in attached Schedule A. DEKETO shall assume no responsibility or liability for troubleshooting, maintaining or servicing hardware or other software, including but not limited to Customer's hardware devices, network, firewall, operating system(s), device drivers and applications not written by DEKETO except as noted above. Upon Customer's request, DEKETO may, at its option, provide maintenance and support services falling outside the scope of this Agreement, subject to DEKETO's then-current billing rates.
2. SOFTWARE MAINTENANCE SERVICES. DEKETO shall repair any reproducible program error or malfunction that may be discovered in the unaltered current Software. Customer shall notify DEKETO of any program errors or malfunctions, specifying the reason the Software does not perform in accordance with current published specifications. DEKETO shall respond with reasonable speed to correct such errors. Customer shall provide DEKETO with examples of the error or malfunctions and

any supporting materials as requested by DEKETO. If after investigation by DEKETO it is determined by DEKETO that a given error or malfunction is not due to a defect or nonconformity in the Software itself, at Customer's request and at DEKETO's discretion, such error or malfunction shall be investigated and corrected and Customer shall pay DEKETO's then-current billing rate for all services provided.

3. UNAUTHORIZED MAINTENANCE BY CUSTOMER. Any change, modification or enhancement to the Software by Customer or any other party authorized by Customer without the written consent of DEKETO constitutes an unauthorized change and DEKETO reserves the right to void this Agreement or provide any additional services at DEKETO's then-current billing rates. If Customer alters the Software Environment (including but not limited to network settings, server(s), workstation(s), operating system(s), peripherals or device drivers) without first consulting DEKETO and said action results in Software malfunction, DEKETO reserves the right to charge its then-current rates to resolve the malfunction.
4. TELEPHONE ASSISTANCE. DEKETO shall provide telephone support for Software troubleshooting, questions on usage/operation and installation/configuration on new machines during DEKETO's normal business hours.
5. SECURITY ACCESS. Customer shall provide DEKETO access IDs and passwords with full administrative rights to any servers, workstations or devices when and as necessary to install, troubleshoot, maintain or update the Software. DEKETO shall take reasonable measures to safeguard any IDs and passwords provided for such access, and furthermore shall not use said access for any purpose other than to provide the services specified in this Agreement.
6. REMOTE ASSISTANCE. Wherever possible, DEKETO will provide assistance via remote access technology. This facilitates prompter service in cases where onsite service would otherwise be required. If Customer does not permit remote access and DEKETO is required to provide onsite service for an issue that could have been resolved remotely, DEKETO reserves the right to charge its then-current billing rate for any such onsite services provided.
7. ONSITE ASSISTANCE. DEKETO shall provide assistance at Customer's location as necessary to resolve Software problems, install major updates and provide necessary retraining. Customer may request onsite assistance for any reason, however DEKETO reserves the right to charge Customer its then-current billing rates in cases where DEKETO determines that an onsite visit is not necessary.
8. ENHANCEMENTS. Software Enhancements shall be provided to Customer at DEKETO's sole discretion and if accepted by Customer, shall be maintained by DEKETO. DEKETO shall bear no responsibility for incorporating these Enhancements into Customer's system except with respect to the Software itself or as otherwise agreed upon.
9. OTHER SERVICES. When Customer requests maintenance services in addition to those provided in this Agreement, DEKETO may respond to such request, and Customer shall then be charged for such services at DEKETO's then prevailing rate.
10. TERM. Performance of this Agreement shall commence from the date of execution by DEKETO and Customer and shall continue for an initial term of five (5) years. At the end of the initial term or any subsequent renewal period, this Agreement shall be automatically renewed for an additional one year term upon Customer's payment of the Software Maintenance Fee.
11. PAYMENT. Customer shall pay a Software Maintenance Fee in accordance with the attached fee Schedule B. The Software Maintenance Fee is subject to change by DEKETO at the annual anniversary date of this Agreement (as specified in paragraph 11) upon at least 30 (thirty) days advance notice. Software Maintenance Fees shall be invoiced monthly, quarterly or annually as specified in Schedule B. Payment of annual Software Maintenance Fees shall be made in full within 30 (thirty) days after the date of each invoice. DEKETO shall not be obligated to provide software maintenance and support services if charges to Customer remain unpaid 45 (forty-five) days from invoice date. DEKETO agrees to reinstate program software maintenance services promptly upon payment of all past due charges plus late fees, if any.

12. ADDITIONAL CHARGES. Reasonable out-of-pocket expenses incurred by DEKETO for travel, supplies, shipping and other expenses shall be paid by Customer except when waived by DEKETO.

SECTION 3 – GENERAL PROVISIONS

1. DISCLAIMER OF OTHER WARRANTIES. Except as provided herein, any and all warranties, conditions, representations, and guarantees, whether express or implied, arising by law, custom, oral or written statement of DEKETO or otherwise (including, but not limited to, any warranty of merchantability or of error-free and uninterrupted use) are hereby superseded, excluded and disclaimed. DEKETO does not warrant that the operation of the Software will be uninterrupted or error free nor that all program errors will be corrected. Further, DEKETO shall assume no liability for failure to correct any such error.
2. REMEDY LIMITATIONS. In no event shall DEKETO be liable for any consequential, indirect, punitive, incidental or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Software, loss of money, loss of data or interruption in its use or availability, stoppage of other work, impairment of other assets or otherwise and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise and whether based on this Agreement, any transaction performed or undertaken under or in connection with this Agreement or otherwise.
3. TERMINATION. Customer may terminate this Agreement at any time for any reason by giving ninety (90) days written notice to DEKETO. Further, any party may terminate this Agreement upon default of the other party, if such defaulting party does not cure said default within thirty (30) days of being provided written notice of the default by the other party. The expiration or termination of this Agreement for any reason shall not extinguish or diminish Customer's obligations hereunder to maintain the confidentiality of the Software, which obligation is continuing and shall survive termination of this Agreement.
4. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of the Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer, including to any successor-in-interest to Customer without DEKETO's prior written consent.
5. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.
6. PARTIAL INVALIDITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All other provisions of this Agreement shall remain in full force and effect.
7. ENTIRE AGREEMENT/MODIFICATIONS. Any and all prior agreements between the parties hereto with respect to the subject matter of this Agreement are hereby cancelled and terminated. This Agreement constitutes the entire Agreement between the parties. No variation or modification of this Agreement, and no waiver of any of the Agreement's provision or conditions, shall be binding unless made in writing and signed by duly authorized personnel of DEKETO and Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

[DEKETO, LLC]

BY George F. DeLaMater, Managing Member
[Print Name & Position]


[Signature]

Date 11/7/2023

[Customer]

BY _____
[Print Name & Position]

[Signature]

Date _____

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT SCHEDULE A

Customer is licensed to use the DEKETO Vital Records application suite, including but not limited to Vital Records indexing, imaging and online applications. Customer may additionally make use of any "utility" programs provided by DEKETO for use with the above applications. Collectively, these applications and related support utilities constitute the Software described in the Software License and Maintenance Agreement.

DEKETO will provide technical support as well as product updates and enhancements for the above Software. Furthermore, as DEKETO develops next-generation versions of the above applications or develops new vital records products for your office, these products will be offered to you free of charge as part of your ongoing maintenance service.

Third-party software: The Software uses the Advantage Database Server (ADS) client-server database (a SAP/SyBase product) for storing index data. DEKETO will provide technical support for any ADS-related issues that may arise.

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT SCHEDULE B

DEKETO's standard software maintenance rate for our Vital Records software is \$4,900.00 per year for "standalone" customers; we discount this rate to \$3,000.00 per year for counties that are also DEKETO Land Records customers.

The software maintenance fees under this Agreement with DEKETO are as follows:

Vital Records annual maintenance	\$4,900.00
Maintenance discount for bundled Land + Vital Records	- \$1,900.00

	\$3,000.00 annual maintenance

Should the Lapeer County Register of Deeds office cease to be a DEKETO Land Records customer, the Land + Vital Records bundling discount will no longer apply.

403-22

Motion by Zender, supported by Warren, to hire Amy Cell Talent Firm, in the amount of \$17,00.00 to hire for County Controller/Administrator. Motion carried.

✱ 404-22

Motion by Zender, supported by Jarvis, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to authorize the Lapeer County Clerk's Office to purchase a Vital Records Software Program through Deketo Company in the amount of \$12,600.00 (which includes software licensing, client-server database licensing, internet server database licensing, installation, training, data conversion, and one year of maintenance), with the understanding that the data will be stored on the Register of Deeds server, and the County Clerk will pay future annual maintenance fees from within their department's budget; and further, to authorize the purchase of a scanner for an additional expense of \$1,000.00 from an appropriate vendor, in order to scan the older vital records, with the total cost to be paid from Fund 281 (expense category 6.1). Motion carried.

405-22

Motion by Henning, supported by Jarvis, to approve the County's Audit Motion for disbursements dated December 2, 2022, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission Audit Motion for disbursements dated December 1, 2022 based upon the signatures of the Road Commission Chairman and Finance Director. Roll Call vote: Henning, aye; Miller, aye; Schneider, aye; Warren, aye; Zender, aye; Jarvis, aye; Roy, aye. 7 ayes. Motion carried unanimously.

Public Time – 2 people spoke during public time.

The Commissioners gave brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events.

406-22

Motion by Warren, supported by Jarvis, to enter into Closed Session to review the contents of applications for the Interim County Controller/Administrator position that have requested confidentiality, which is provided pursuant to the Michigan Open Meetings Act, subsection 8(f), and to allow the current County Controller/Administrator and Chief Financial Officer to remain in the closed session. Roll Call vote: Warren, aye; Schneider, aye; Zender, aye; Henning, aye; Jarvis, aye; Miller, aye; Roy, aye. 7 ayes. Motion carried unanimously.

The meeting recessed. 10:21 a.m.

*Lynette Stanford, Secretary/Deputy County Clerk was excused, and Theresa M. Spencer, Lapeer County Clerk remained. 10:21 a.m.

The meeting reconvened. 10:30 a.m.

407-22

Motion by Schneider, supported by Jarvis, to go out of closed session. Motion carried. 10:58 a.m.

LAPEER COUNTY

"GRANT" REQUEST FOR ACTION

DATE: 3/7/2024

 REQUEST FOR ACTION -Grant Application

 X REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County Board of Commissioners

FROM: Office of Emergency Management

SUMMARY OF REQUEST/INFORMATION: Approve the purchase of encryption software for county owned laptops through MiDEAL Vendor CDW-G in an amount not to exceed \$3,045.00 to be reimbursed by the FY21 Homeland Security Grant Program (HSGP) at no additional cost to the county.

ADDITIONAL INFORMATION:

YES NO

CFDA # 97.067

Is there a Continuation Requirement? X

% FEDERAL 100

Is there an Interest Earned Requirement? X

% STATE 0

Can Interest be charged to the Grant? X

LOCAL MATCH Cash: 0

Is Cost Allocation Allowable? X

 In-Kind: 0

(If not Explain Why)

Revenue Account Line #: 258 - 424 - 506 . 000

CONTACT PERSON(S): Sarah Whaley

BACKGROUND INFORMATION: Lapeer County IT contractor Mike Bartley has completed the required Cybersecurity review and encryption of computers is a priority project and eligible under HSGP. A request was submitted and approved for purchase and reimbursement of this project for HSGP.

SUPPORTING DOCUMENTATION: MiDEAL Vendor quote for CDW-G

DRAFT MOTION: Authorize the purchase of encryption software for county owned laptops through MiDEAL vendor CDW-G in an amount not to exceed \$3,045.00, to be reimbursed by the Homeland Security Grant Program (HSGP), at no additional cost to the county and to authorize the Chairman to sign any associated documents with the purchase.

ATTACHMENTS

Yes : X No:



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

MIKE BARTLEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NTFQ835	2/21/2024	3YR SOPHOS	9181342	\$3,045.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SOPHOS DE 100-199U 3Y GOV	100	7819535	\$30.45	\$3,045.00
Mfg. Part#: CDEAAU36AENGAA				
Electronic distribution - NO MEDIA				
Contract: Michigan Master Computing-MiDEAL (071B6600110)				

SUBTOTAL \$3,045.00

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$3,045.00**

PURCHASER BILLING INFO

Billing Address:
COUNTY OF LAPEER
ACCOUNTS PAYABLE
255 CLAY ST STE 300
LAPEER, MI 48446-2205
Phone: (810) 667-0245
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
COUNTY OF LAPEER
MIKE BARTLEY
255 CLAY ST STE 300
LAPEER, MI 48446-2205
Phone: (810) 667-0245
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Jeff Jones | (866) 668-9487 | jeffjon@cdw.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Resolution
Lapeer County

NO:
DATE:

FREEDOM TO HOMESCHOOL RESOLUTION

WHEREAS, it is the parent(s) fundamental right to direct the upbringing and education of *their children*, this right is protected by the U.S. Constitution and Michigan Constitution; and

WHEREAS, Article VIII, Section 1 of the Michigan Constitution states: “Religion, morality and knowledge being necessary to good government and the happiness of mankind, schools and the means of education shall forever be encouraged”; and

WHEREAS, Section 380.10 of the Michigan Revised School Code states: “It is the natural, fundamental right of parents and legal guardians to determine and direct the care, teaching, and education of their children”; and

WHEREAS, parental rights include, however are not limited to, making decisions regarding children’s education and health care in a manner consistent with their family values. Parents must do so to promote *their* children’s general health and well-being as well as their right to direct the education of *their* child, be it public, homeschooling, private or parochial education; and

WHEREAS, according to the U.S. Supreme Court, the Due Process Clause of the 14th Amendment protects parental rights. The U.S. Supreme Court has repeatedly affirmed that they are fundamental rights; and

WHEREAS, parents have every right to seek accountability, choice, and transparency in *their children’s* education, and that Government officials must be held accountable for what’s promoted to children; and

WHEREAS, no single form of education can meet the needs of all students or families; and

WHEREAS, the lower a student-to-teacher ratio is, the greater the ability to individualize education for an individual student becomes, as well as a better outcome; and

WHEREAS, Homeschooling offers profound flexibility in how education is delivered to students, as well as open ended opportunities to customize and individualize education around learning styles, interests, moral and religious beliefs and life goals of the student; and

WHEREAS no teacher or institution can know or love a child more than a child’s parent(s); and

WHEREAS Statistics show that Homeschooled students have consistently shown above-average results on all standardized tests and are likely to be at least one grade ahead of public-school students; and

WHEREAS, State Superintendent Michael Rice has asked the Michigan Legislature for a Homeschool Registry. This is a violation of Parental rights and privacy that would result in placing barriers that would have an intimidating adverse effect while placing obstacles and unnecessary restrictions on those wishing to Homeschool their children in Lapeer County; and

WHEREAS, Michigan Attorney General Dana Nessel has stated she supports “monitoring” the private homes of Homeschoolers to inspect their private properties, a blatant violation of our 4th amendment rights; and

NOW THEREFORE IT IS HEREBY RESOLVED, by the Lapeer County Board of Commissioners, that the County of Lapeer, Michigan, be, and hereby is, declared to be a “Freedom to Homeschool County”, and

IT IS FURTHER RESOLVED that this board affirms its full support for the right of parent(s) to educate ***their children***, and that freedom of educational choice will lead to the best possible outcome for each individual student.

BE IT FURTHER RESOLVED that the Lapeer County Board of Commissioners call upon our Lapeer County Sheriff and Lapeer County Prosecutor to defend our 4th amendment constitutional rights on this matter and specifically any efforts by the those outside our county that may result in any attempt to force warrantless searches of the homes and properties of Homeschool families.

BE IT FURTHER RESOLVED that the Lapeer County Board of Commissioners shall not authorize or appropriate new funding, resources, employees, agencies, contractors, buildings, detention centers or offices for the sole purpose of enforcing any statute, law, rule, order, or regulation that restricts the rights of parents to Homeschool ***their children***.

BE IT FURTHER ESOLVED, that a copy of this Resolution be sent to Governor Gretchen Whitmer, Michigan State Senators; Ruth Johnson and Kevin Daley, Michigan State Representatives; Greg Alexander, Phil Green, Jamie Greene and the other 82 County Board of Commissions in the State of Michigan, U.S. Congress Representative, Lisa McClain, U.S. Senators; Gary Peters and Debbie Stabenow, Lapeer County Sheriff Scott McKenna, Lapeer County Prosecuting Attorney John Miller, and all County Department Directors.

Tom Kohlman
Chairman Lapeer County BOC District 1

Truman Mast
Vice-Chair Lapeer County BOC District 5

Bard Haggadone
Lapeer County BOC District 4

William Hamilton
Lapeer County BOC District 6

Gary Howell
Lapeer County BOC District 2

Bryan Zender
Lapeer County BOC District 7

Kevin Knisely
Lapeer County BOC District 3

DATE: March 4, 2024

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Moses Sanzo, County Controller/Administrator

SUMMARY OF REQUEST/INFORMATION: Request authorization to pay the March invoice from Shifman Fournier for labor related legal services.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Moses Sanzo and/or Doreen Clark

SUPPORTING DOCUMENTS: Legal Summary for Invoice #15581

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$705.00 for labor related legal services rendered through February 29, 2024, to be paid from line item #101-239-801.020.

ATTACHMENTS YES X NO

Howard L. Shifman
Brandon Fournier
Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

March 1, 2024

Moses Sanzo, County Administrator/Controller
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Mr. Sanzo:

Attached please find our invoice for services through February 29, 2024.

Invoice No. 15581

Lapeer County –	
General	\$ 105.00
Sheriff's Department	\$ 600.00
CMH	\$
FOC	\$
District Court	\$
Health Department	\$
911 MAPE	\$
911 POAM	\$
Non-Union	\$

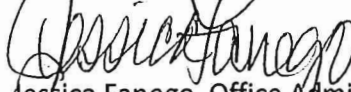
TOTAL DUE \$ 705.00

Please make check payable to Shifman Fournier, PLC

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

SHIFMAN FOURNIER

A handwritten signature in black ink, appearing to read 'Jessica Fanego', written over the printed name.

Jessica Fanego, Office Administrator

Jessica@shifmanfournier.com

Cc Doreen Clark, Office Manager & FOIA Coordinator

DATE: March 4, 2024

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Moses Sanzo, County Controller/Administrator

SUMMARY OF REQUEST/INFORMATION: Request authorization to pay the January invoice from The Kelly Firm for corporation counsel legal services.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Moses Sanzo and/or Doreen Clark

SUPPORTING DOCUMENTS: Legal Summary for Invoice #1045.000

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to The Kelly Firm, in the amount of \$8,890.00 for corporation counsel legal services rendered through January 31, 2024, to be paid from line item #101-239-801.020.

ATTACHMENTS YES X NO _____



The Kelly Firm PLC
2825 University Drive
Auburn Hills, Michigan 48326

COUNTY OF LAPEER
255 CLAY STREET
SUITE 301
LAPEER, MI 48446

Statement Date: 02/23/2024
Account No. 1045.000
Statement No: 4051
Page No. 1

	Fees	Expenses	Advances	
GENERAL LEGAL	2,835.00	0.00	0.00	\$2,835.00
ANIMAL CONTROL	3,132.50	0.00	0.00	\$3,132.50
REGISTER OF DEEDS	665.00	0.00	0.00	\$665.00
SHERIFF'S DEPARTMENT	262.50	0.00	0.00	\$262.50
VETERANS AFFAIRS	1,032.50	0.00	0.00	\$1,032.50
ELECTIONS	962.50	0.00	0.00	\$962.50
	<u>8,890.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$8,890.00</u>

Billing questions: (248) 655-7025 or billingclerk@kellyfirmplc.com

Due to administrative adjustments and review, time increments are based on value received during the billing period and do not necessarily represent the date services were performed.