



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****

June 8, 2023

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 **MAY 11, 2023** 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) **MIKE WOMACK, Lapeer City Manager** – Presentation regarding the Proposed New Social District Expansion Project (*possibly include the Courthouse Lawn and Pavilion*)
- 2) **ANIMAL CONTROL** –
 - A. Request to Approve Purchase of Livestock Corral Panels from FEMA Funds
 - B. Request to Amend the Previous Motion Authorizing the Replacement Incinerator at a cost of \$278,318.00 instead of \$275,000 of ARPA funds due to the Need for Additional Stack Sections
- 3) **HEALTH DEPARTMENT** –
 - A. Request to accept the FY2024 MDHHS allocations and authorize the Director/Health Officer to e-sign the Application
 - B. Request to Purchase a 6x12 Enclosed Storage Trailer for Supplies for Large Immunization Clinics and/or Emergency Response Needs

Continued--

4) SHERIFF DEPARTMENT –

- A. Request to Authorize Purchase of a new Metal Detector for the County Courthouse
- B. Request to Authorize the Purchase of a new Jail Management System (JMS) to replace the current Outdated System
- C. Request to Approve a Budget Amendment

5) ADMINISTRATION/BOC/FINANCE –

- A. Request to Approve the Tentative Truth in Taxation Calendar for FY 2023 and Adopt the related Resolution, which Establishes the Truth in Taxation Public Hearing date of June 22, 2023 and Authorizes the Hearing Notice to be Published
- B. Request to Authorize Payment to Shifman Fournier for Labor Services through May 31, 2023
- C. Draft Revised BOC Rules of Procedures (*referred from the Policies & Procedures Committee Meeting*)
- D. Draft Revised Amendments to the Lapeer County Financial Goals, Policies and Practices (*referred from the Policies & Procedures Committee Meeting*)

OLD BUSINESS

- 6) Prosecuting Attorney Salary**– Discussion (referred from the 05/11 COW Meeting)
- 7) County Controller/Administrator Employment Agreement** (*referred from the 5/25/23 Full Board Meeting with authority to act*)

ADDITIONAL ITEMS (*if needed*)

- 8)
- 9)
- 10)

OTHER BUSINESS

- **PUBLIC TIME**- Citizens Comments (*maximum of 3 minutes per person*)
- **COMMISSIONERS REPORTS**

ADJOURN -

<p><u>Upcoming Meetings/Public Hearings/Events:</u></p> <p>NEXT FULL BOARD MEETING– 06/22/23</p> <p>NEXT C.O.W MEETING – 07/13/2023</p> <p>FOLLOWING FULL BOARD: 6/22/2023</p> <p>Personnel Committee Meeting – 06/08/2023 Tentative Properties Meeting- 06/08/2023</p>

COMMITTEE OF THE WHOLE
May 11, 2023
9:00 a.m.

Chairman Kohlman called the meeting to order at 9:00 a.m. in the Commission Chambers on the lower level of the County Complex Building. Pastor Dufour opened the meeting with a prayer. The Pledge of Allegiance was recited.

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

Others: Jackie Arnold, Interim County Controller/Administrator and Chief Financial Officer, Doreen Clark, Assistant to the Administrator, Lynette Stanford, Secretary/Deputy County Clerk

Motion by Knisely, supported by Haggadone, to approve the agenda as presented. Motion carried.

Motion by Hamilton, supported by Knisely, to approve the minutes from the April 13, 2023 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

Undersheriff Odette gave a brief update regarding recent Department statistics.

Rachel Horton, Animal Control Division Chief gave a brief update regarding her Department.

Public Time – four people spoke during public time.

Jerry Johnson, District Coordinator, MSU Extension gave an update on the current programs. Phil Kaatz, Extension Educator- Forages, Field Crops also gave an update.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to approve the Fiscal Year 2024 Community Corrections Grant, for the period of October 1, 2023 through September 30, 2024, for the proposed award amount of \$342,520.00. Motion carried.

Motion by Haggadone, supported by Knisely, to recommend to the Full Board, to accept the Region 10 Prepaid Inpatient Health Plan (PIHP) Prevention Services Contract Amendment #8 for a total of \$25,900.00; and further, to authorize the Chair/Vice-Chair to sign said amendment. Motion carried.

Stephanie Hamilton, GLTA presented information regarding the "Rides to Wellness" Program.

Motion by Howell, supported by Hamilton, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$1,800.00, for labor related legal services rendered through April 30, 2023, to be paid from line item 101-239-801.020. Motion carried.

Motion by Zender, supported by Knisely, pursuant to motion 145-2023 of the April 27, 2023 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 award the Community Mental Health Re-Roofing Project to Family Building Company of Lapeer in accordance with their proposal dated April 26, 2023, in the amount of \$164,000.00, and to authorize an additional contingency of \$10,000.00, to be paid from the Capital improvement fund, based on the sealed bid process and recommendation of H2A Architects. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to adopt the following Resolution for the Village of Otter Lake to participate in the Genesee County Community Development to promote the improvement of housing and neighborhood conditions:

RESOLUTION # 2023-R06

WHEREAS, the Village of Otter Lake, Michigan, wishes to be a participating local government in the Urban County Community Development Block Grant Entitlement Program of Genesee County, Michigan, under Title I of the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, The Village of Otter Lake is physically divided between Lapeer County, Michigan, and Genesee County, Michigan; and,

WHEREAS, said Housing and Community Development Act permits a local government which is physically divided between two county governments to include its entire population and geographic area within one county for the purpose of participating in said county's Community Development under Title I of said Housing and Community Act; and,

WHEREAS, the Village of Otter Lake wishes to include its entire population and geographic area in the Genesee County Community Development Program; and,

WHEREAS, Lapeer County is being requested to approve a Cooperative Agreement between the Village of Otter Lake and Genesee County which would permit the Village of Otter Lake to include the entire village in its participation in the Genesee County Community Development Program; and,

WHEREAS, said full participation by the Village of Otter Lake would promote the improvement of housing and neighborhood conditions in said village.

NOW, THEREFORE, BE IT RESOLVED, that the Lapeer County Board of Commissioners approves of the continued participation of the Lapeer County portion of the Village of Otter Lake in the Genesee County Community Development Program for fiscal years 2024 – 2026; and further, to authorize the Chairman of the Lapeer County Board of Commissioners to approve the Cooperative Agreement which provides for participation of the Village of Otter Lake in the Genesee County Community Development Program.

Roll Call vote: Zender, aye; Haggadone, aye; Hamilton, aye; Howell, aye; Knisely, aye; Mast, aye; Kohlman, aye. 7 ayes. Motion carried unanimously.

Amy Cell gave an update regarding the hiring process for the County Controller/Administrator position.

Motion by Howell, supported by Zender, to refer the discussion regarding the Prosecutor's salary to the June 8, 2023 Committee of the Whole Meeting. Motion carried.

Public Time – five people spoke during public time.

The Commissioners made statements regarding Public Time comments, and gave brief reports on upcoming meetings and events.

Motion by Hamilton, supported by Knisely, to go into Closed Session for the following purposes:

1. For the purpose of consulting with the County's appointed legal counsel, Attorney Carlito Young, and Civil Counsel, Prosecutor John Miller, regarding trial or settlement strategy in connection with ongoing pending litigation in the case of the "Estate of Eric Overall vs. Lapeer County, et al," and to review and consider attorney-client privileged material exempt from discussion or disclosure by state or federal statute; and,
2. Pursuant to the Michigan Open Meetings Act, subsection 8(f), to review and consider the contents of applications for employment related to the vacant County Controller/Administrator position with Amy Cell Talent for the candidate(s) that requested that their application remain confidential, with the understanding that all interviews will be conducted publicly.

Roll Call Vote: Hamilton, aye; Haggadone, aye; Howell, aye; Knisely, aye; Mast, aye; Zender, aye; Kohlman, aye. 7 ayes. Motion carried unanimously.

The meeting recessed. 10:43 a.m.

Lynette Stanford, Secretary/Deputy County Clerk was excused, and Theresa M. Spencer, Lapeer County Clerk remained. 10:45 a.m.

The meeting reconvened. 10:58 a.m.

Motion by Howell, supported by Knisely, to go out of closed session. Motion carried. 11:59 a.m.

Motion by Howell, supported by Knisely, to approve the minutes of the closed session. Motion carried.

Motion by Hamilton, supported by Haggadone, to hold a Special Meeting on Thursday, May 18, 2023 at 9:00 a.m. for the purpose of interviewing and discussion of candidates for the position of County Controller/Administrator. Motion carried.

Motion by Mast, supported by Haggadone, to adjourn the meeting. 12:00 p.m.

Tom Kohlman, Chairman
Committee of the Whole



Doreen Clark

From: Bradly Haggadone
Sent: Wednesday, May 31, 2023 4:19 PM
To: Doreen Clark
Subject: Fwd: Social District

New Lapeer City Manager would like to speak at our COW meeting in June. I told him to talk during elected official/department head time. But he wants to give information to the entire board as a conversation starter on the purposed new social district (the DDA wants to include the courthouse lawn). Should he email you the information?
Thanks

Brad

Begin forwarded message:

From: Mike Womack <mwomack@ci.lapeer.mi.us>
Date: May 31, 2023 at 1:49:58 PM EDT
To: Bradly Haggadone <bigbrad.hagg@hotmail.com>
Subject: RE: Social District

Mr. Haggadone,

Whats the best way for me to submit something for the whole board to see it before I talk about it at the June 6th meeting?

Thanks,

Mike Womack
City Manager
City of Lapeer
576 Liberty Park, Lapeer MI 48446
810-664-5231
<https://www.ci.lapeer.mi.us/>
mwomack@ci.lapeer.mi.us

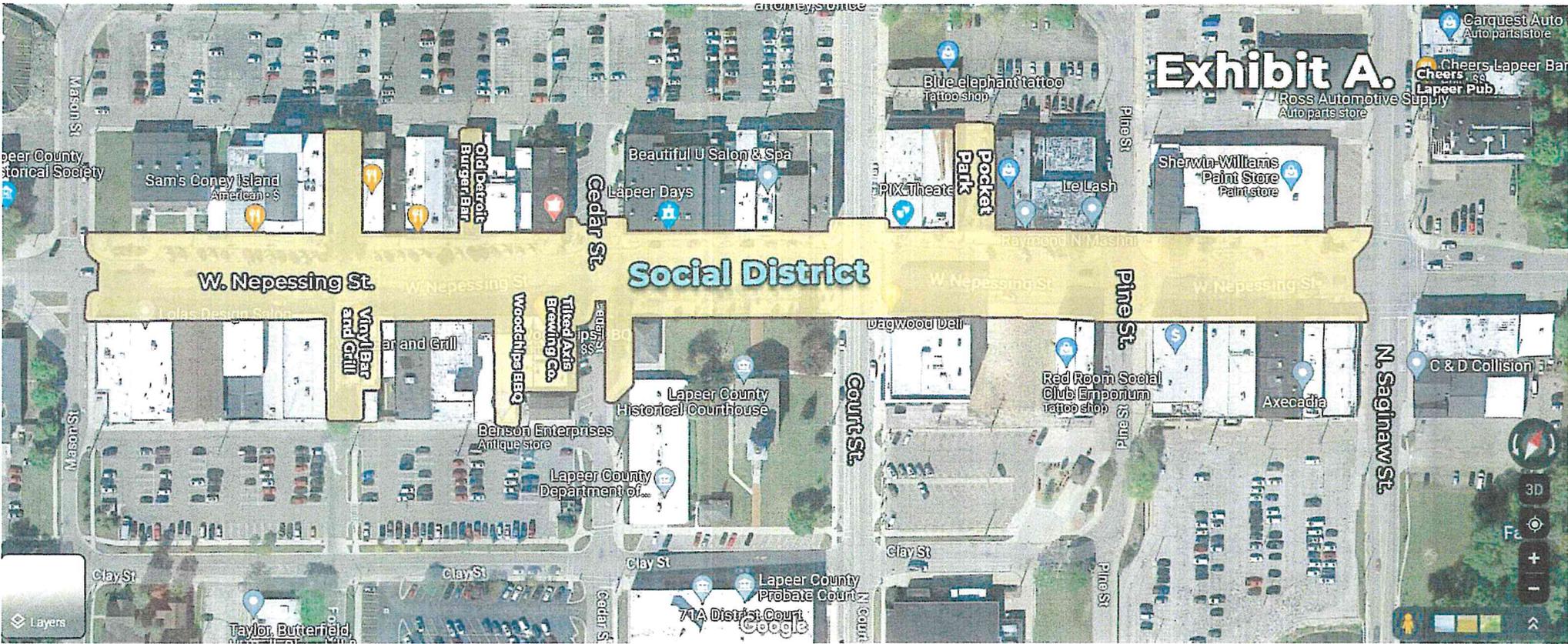


Exhibit A.

W. Nepessing St.

Social District

Cedar St.

pine St.

Court St.

N. Saginaw St.

Lapeer County Historical Society

Sam's Coney Island American • S

Old Detroit Burger Bar

Beautiful U Salon & Spa

Lapeer Days

PIX Theatre

Pocket Park

Le Lash

Sherwin-Williams Paint Store

Vinyl Bar and Grill

Woodchips BBQ

Tiled Axis Brewing Co.

Benson Enterprises Antique store

Lapeer County Historical Courthouse

Lapeer County Department of...

Lapeer County Probate Court

71A District Court

Wagwood Deli

Red Room Social Club Emporium tattoo shop

Axecadia

C & D Collision

Blue elephant tattoo Tattoo Shop

Ross Automotive Supply Auto parts store

Cheers Lapeer Bar

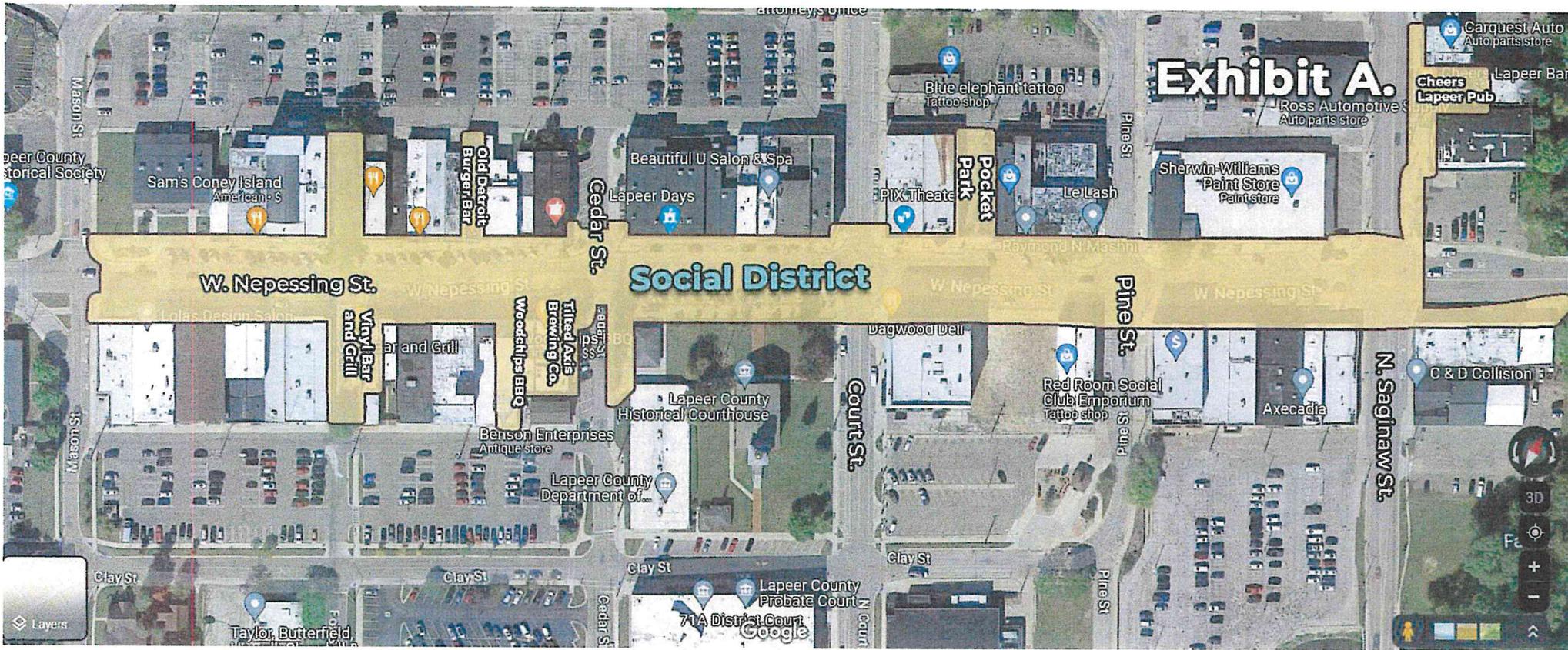
Carquest Auto Auto parts store

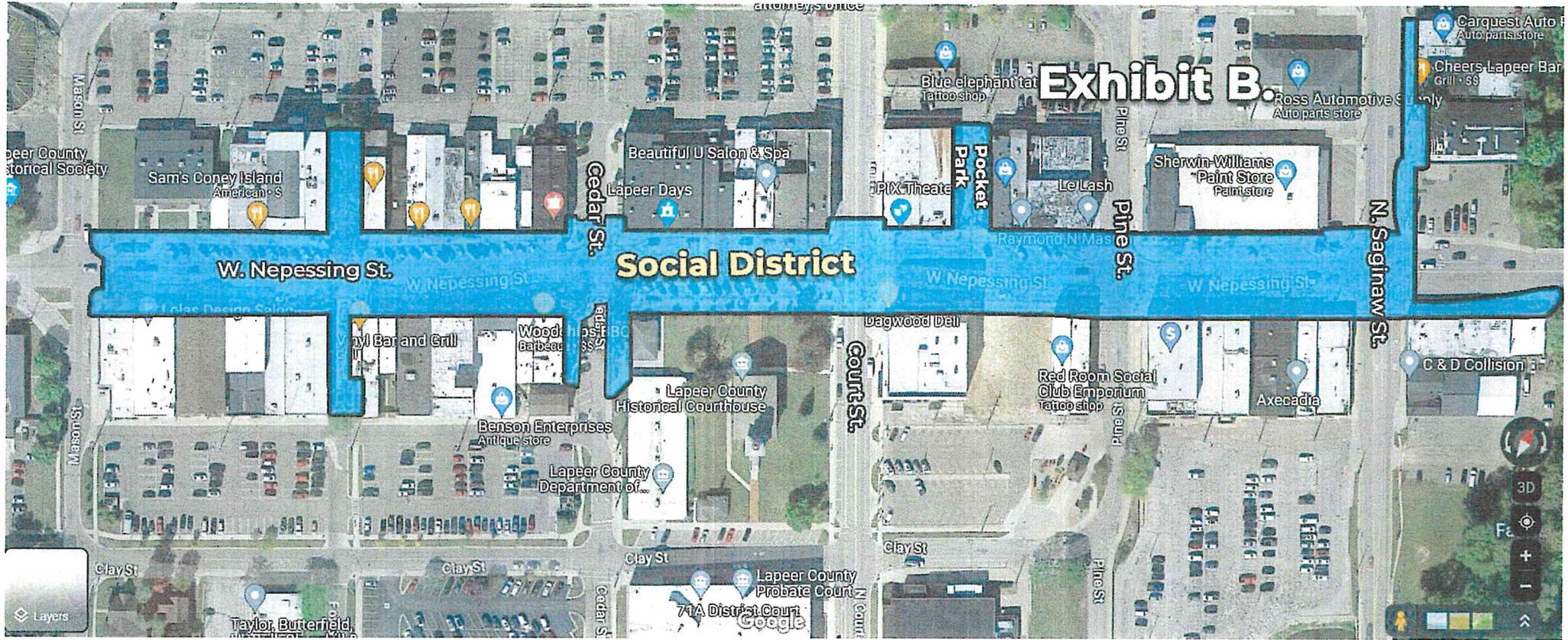
Layers

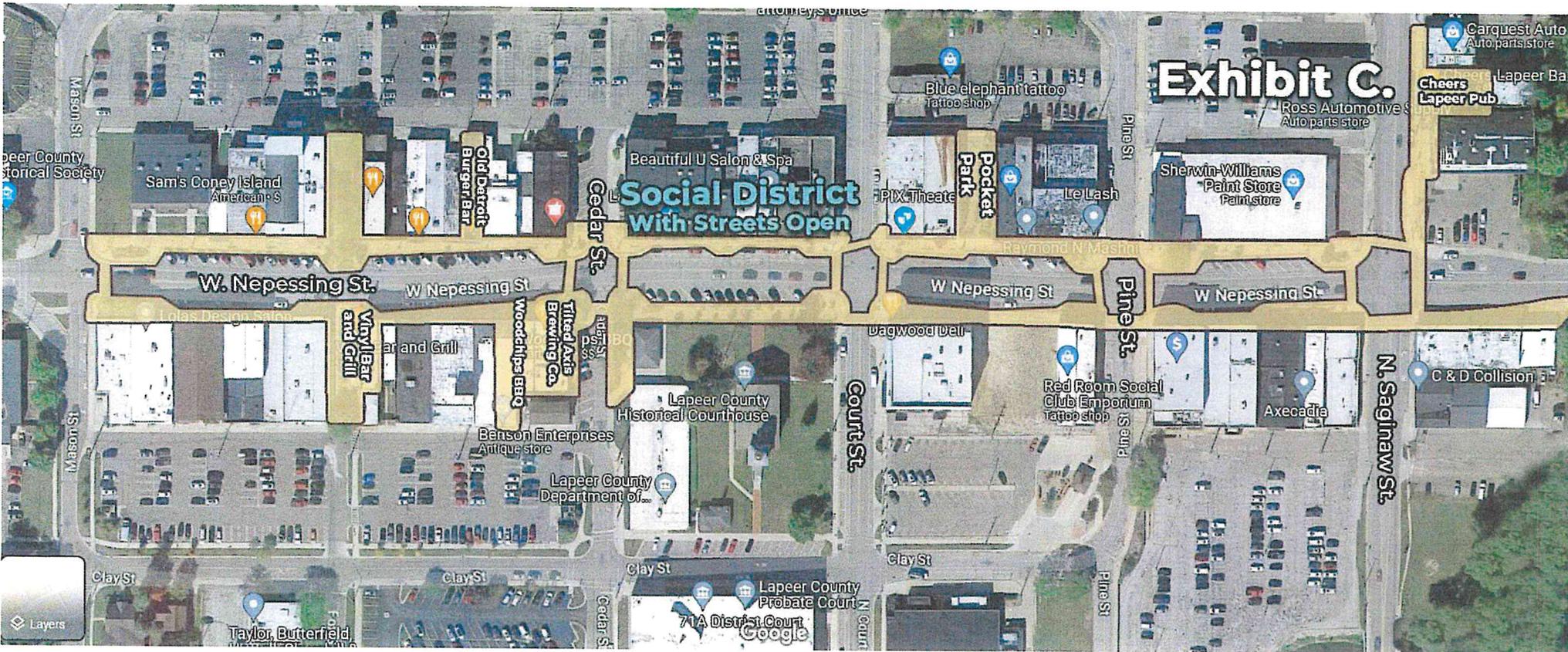
Taylor, Butterfield













16AC-01-ACRL - Equipment and Supplies, Large Animal Capture and Restraint

Description:

Equipment and supply types used to search for, capture, restrain and bring to safety large animals, including livestock, horses, zoo animals and wildlife.

FEMA Related Grant Programs:

- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Urban Area Security Initiative Program (UASI)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's Standardized Equipment List site**. You may also access 16AC-01-ACRL - Equipment and Supplies, Large Animal Capture and Restraint directly [here](#). Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders site](#). To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.

Last updated August 15, 2017

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Floods & Maps

Emergency Management

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Work With Us



21GN-00-SHIP - Shipping

Description:

Shipping costs for equipment purchased with grant funding.

FEMA Related Grant Programs:

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Transit Security Grant Program (TSGP)
- Urban Area Security Initiative Program (UASI)
- Tribal Homeland Security Grant Program (THSGP)

Standardized Equipment List

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Last updated May 6, 2022

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Disasters & Assistance

Grants

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Emergency Management

Alignment and Allowability Form					
Submit to: EMD_HSGP@michigan.gov		REVISION DATE: 10/29/21		MSP/EMHSD Tracking Number: R3-2020-80-0117	
Alignment and Allowability Form					
1.A Subrecipient Name:			City of Midland		
1.B Region:	3-Three	1.C Regional Fiduciary:	Yes	1.D Date Sent:	April 18, 2023
1.E Category:		Sustaining or maintaining a current capability			
1.F Subrecipient Point of Contact:			Melissa Upper		
1.G Subrecipient Email Address:			melupper@gmail.com		
1.H Subrecipient Phone Number:			989-736-1224		
1.I Project Lead (If applicable):			Sarah Whaley		
1.J Project Lead Email Address:			swhaley@lapeercounty.org		
1.K Project Lead Phone Number:			810-245-4762		
Part II - ALIGNMENT REVIEW					
2.A Grant Year:	2020	2.B Grant Program:	State Homeland Security Grant Program ✓		
2.C Investment Title:		FY20 SHSP - #8 CBRNE Response Capabilities ✓			
2.D Investment Project Number:	5 ✓	2.E Investment Project Title:	Region 3 CBRNE Operations Support ✓		
2.F National Priority:	N/A	2.G Local Sub-Project Identifier, if needed (SUBRECIPIENT USE ONLY):	Lapeer Co. Livestock Gates		
2.H Investment and Investment Project Alignment:					
<p>This project aligns with the Investment Statement: "This investment sustains capabilities for community resilience and catastrophic preparedness and addresses gaps identified in the 2019 SPR in high priority capabilities." This project addresses the Mass Search and Rescue core capability gaps of rescue operations, search operations, and specialized operations. This project also aligns with the Core Capability of Environmental Response/Health and Safety in that activities will address the relevant gaps of responder safety. This project also aligns with the Core Capability of Critical Transportation in that the activities will address the relevant gaps of establishing access and evacuation. This project aligns with the Investment Project #5, CBRNE Operations Support, in that it enhances CBRNE capabilities by enhancing the current equipment inventory for the Lapeer County Animal Control.</p> <p>Provide support for Region 3 CBRNE operations capabilities, as well as support the Regional Response Team (RRT), Technical Rescue Team (TRT), and Hazmat Teams by replacing outdated/out-of-service equipment, maintaining current equipment, and adding new equipment to meet current standards and ensure both responder readiness and safety. ✓</p>					
2.I Homeland Security Strategy (SHSS or RHSS) Goal:			Goal 1: Improve response readiness within Region 3		
2.J Homeland Security Strategy (SHSS or RHSS) Objective:			Obj. 1.8: Provide equipment to address response team needs		
2.K Core Capability 1:	Response - Mass Search and Rescue Operations				
2.L Core Capability 2:	Response - Environmental Response/Health and Safety ✓				
FOR MSP/EMHSD USE ONLY:					
Investment Alignment Review:		<input checked="" type="checkbox"/> Justification Accepted	<input type="checkbox"/> Justification Denied	Reviewer/Date: D. Osbridge 4/24/23	
EQ		*** Please See Part III - Section 3.A - 3.I for the Allowability Review ***			

Alignment and Allowability Form

Submit to: EMD_HSGP@michigan.gov

REVISION DATE: 10/29/21

MSP/EMHSD Tracking Number:

R3-2020-80-0117

This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.

Part III - ALLOWABILITY REVIEW

3.A Solution Area:

Equipment

3.B AEL Number:

See Section 3.C

3.C Detailed Description of Costs:

This project will be used to purchase the following:

Qty twelve (12) Corral Gate Panel (10ft x 62 in - or comparable) @ \$140.00 ea = \$1,680.00 (AEL: 16AC-01-ACRL)

Shipping \$350.00 (AEL: 21GN-00-SHIP)

3.D Quantity:

N/A

3.E Unit Cost:

Various

3.F Total Cost:

\$2,030

Alignment and Allowability Form	
Submit to: EMD_HSGP@michigan.gov	REVISION DATE: 10/29/21
MSP/EMHSD Tracking Number:	R3-2020-80-0117

3.G Detailed Narrative of Intended Use/Outcome:

In the event of a terrorist incident, particularly those related to active assailant or an explosives attack, such as an IED or WMD, livestock may become loose and frightened. Keeping large animals properly corralled and contained is essential to public and animal safety, as scared/excited animals may react erratically and cause harm to citizens and cause damage to life and property. Loose animals may also pose a hazard to transportation if they are able to get onto roads, railways, or airport runways.

Lapeer County is a rural and agricultural community stretching 643 square miles. Corn, wheat, soy, and dairy account for Lapeer County's top commodities. Because Lapeer County is an agricultural hub in Region 3 it could be a target for agroterrorism or animal rights extremism, which may result in livestock becoming released from their containment areas. When livestock is on the loose, Lapeer County Animal Control is often called to assist in the capture and restraint of the animals. Livestock panels allow Animal Control officers to corral animals off busy roadways, secure them until a trailer or transport arrives, and protect officers and responders from having to overhandle large and potentially dangerous animals. Lapeer County currently only has four livestock corral panels that were donated to them, but are seeking more panels so that they can be used to create a secure pen, stall, or possible alley to redirect animals as needed, which cannot be created with only four corral panels. When livestock animals become loose from their confinement area, they may become scared or frightened, and this would be especially so if their release was due to a terrorism event. Animals involved in such stress inducing events would enter "fight or flight" mode making them not easily captured and very dangerous. Livestock panels are an excellent way for Animal Control officers to secure animals with very minimal handling, which prevents serious injuries, both to the animals and the officers.

Lapeer County Animal Control's ability to respond and secure those animals is essential in preventing accidents and keeping vital transportation routes moving, which may be necessary for evacuation routes in the event of a terrorist attack or other all-hazards emergency situation. Animal Control has assisted the Dupont Airport in securing and capturing of cattle that strayed onto the property. Until the animals could be secured, it was unsafe for any planes to land or take off from the runways. Animal Control was able to secure the animals and arrange for transportation back to the livestock owner's property. The Canadian National Railway also runs the entire width of Lapeer County. Each day, the railway has an average of 20 freight trains that carry cargo such as grain, automobiles, lumber, chemicals, and semi-trailers intended for international destinations. The railway runs through many farms and has been stopped due to livestock animals straying onto the tracks. Animal Control has assisted in securing those animals and getting them off the railway so that the trains could continue. Lapeer County is also home to many major roadways including I-69, M-24, M-53, and M-90. These roadways provide travel to its six adjacent counties, which include Sanilac, Tuscola, St. Clair, Genesee, Macomb, and Oakland Counties. Animal Control consistently keeps animals off these roadways to prevent auto collision accidents. Having corral panels allows Animal Control to secure stray animals and keep them off major roadways. The I-69 corridor provides travel from Port Huron to Michigan's capital city of Lansing. Animal Control has secured cattle, horses, dogs, and other animals on the corridor to provide safe travel, which is essential for travel and freight traveling these corridors. In the event that Lapeer County or its neighboring counties has a terrorism or other major all-hazards event requiring evacuation and/or freight or assistance from a surrounding county, it is imperative that Animal Control have the capability to keep animals off major roadways, railways, and airport runways.

Completion of this project will ensure that in the event of a terrorist or all-hazards event, especially those targeting livestock and the agricultural community, Lapeer County would have the additional animal

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.	No
3.I EHP: Will there be <u>ANY</u> construction, renovation, and/or installation involved with this project, regardless of funding source?	No

Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, and installation projects must comply with EHP. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project.
Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

corral gate panels essential for securing loose livestock, ensuring the safety of both the public and the animals, as well as ensuring that major transportation routes remain open and safe.

Alignment and Allowability Form		Submit to: EMD_HSGP@michigan.gov		REVISION DATE: 10/29/21		MSP/EMHSD Tracking Number:		R3-2020-80-0117	
Part IV - TRAINING SECTION									
4.A Course Name:									
4.B Is Training a FEMA-approved Course?			4.C Level of Training:			4.D Date of Course:			
4.E Sponsoring Jurisdiction:				4.F Training Discipline:					
4.G Company Name:				4.H Training Provider:					
4.I Point of Contact:				4.J Email:					
4.K Address:				4.L Phone:					
PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD									
This form shall be provided with reimbursement requests to establish linkages between cost documents provided and grant allowability guidance.									
FOR MSP/EMHSD USE ONLY:									
Additional Information Requested:		<input type="checkbox"/> Yes		<input type="checkbox"/> No		Date Additional Information Requested:			
Grant Allowability Review:		<input checked="" type="checkbox"/> Justification Accepted		<input type="checkbox"/> Conditional Justification Accepted		<input type="checkbox"/> Justification Denied			
MSP/EMHSD REVIEWER:		<u>D. Ashbridge</u>			Date:		<u>4/25/23</u>		
<p>Justification or Conditional Justification Accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD. Those receiving FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. This statute applies to FEMA recipients, subrecipients, and their contractors and subcontractors. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. For additional guidance, please refer to FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).</p>									

CountyLine ▶ 10 ft. x 62 in. Economy Corral Panel

★★★★ 4.5 (34) SKU: 360390499 [Reviews](#) [Questions & Answers](#) [Product Details](#) [Specifications](#)

\$119.99

As a Neighbor, you are eligible to earn 1 point per dollar on this purchase. [Join Now](#)

Free standard delivery to your local TSC Store when spending \$29 or more. [Learn More](#)

Bulk Discount buy 12 get 5% off Each. [Learn More](#)

Size: 10 ft. x 50 in.

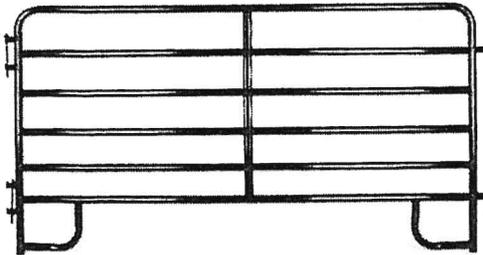
Color: Blue



Keep Your Animals Safe

The CountyLine Economy Corral Panel is designed with the security of your livestock in mind. This high quality 10 ft. panel has round corners without sharp edges, and is made of extremely durable and smooth

[Additional Product Information](#)



Buy In Store: Lapeer MI

✓ 15 In Stock

● Curbside / Pickup In Store

Lapeer MI Check [nearby stores](#)
Free Curbside / Pickup In Store
Available for Pickup **Today**

○ Standard Delivery

Notice: This product may require up to **4 days** for order processing prior to shipping.
Overize Delivery - Additional fees may apply.

- 1 +

Add to Cart

📍 [Contactless Curbside / Pickup and Delivery Information](#)

[Add to list](#)

📍 This product cannot be shipped to AZ,CA,CO,HI,IL,MT,NV,NM,OR,UT,WA,WY

TSC in stock

SAVE MORE WITH
BULK DISCOUNTS

Almont, MI

Hello!



Search for Almont, MI



My Account Cart

Shop by Department

Homegrown Rewards

FFH Credit Card

Gift Cards

Careers

Current Ad

We're open to serve you Monday - Saturday: 8am - 8pm, Sunday: 9am - 7pm.

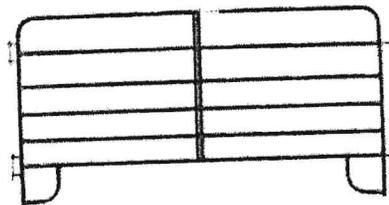
Home > Tarter Corral Panel Pin Drop 10 ft.

Tarter

Tarter Corral Panel Pin Drop 10 ft.

★★★ (1) Write a review

SKU# 516285



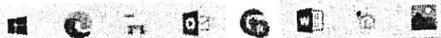
\$129.99

In Stock at **Almont** today (change store)
Online price, in-store price and availability may vary.

Quantity:

Add to Cart

In Stores/Curbside Pickup
FREE!



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10:20 AM
5/22/2023



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Shopping Cart



Behlen Country
10' Corral Panel
Blain # 830418

\$139.99

- 1 +

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Ship It
Unavailable for this item

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Nearest store

You could be instantly approved online!
For a limited time, get 5,000 bonus points after your first purchase with the Blain's Farm & Fleet Mastercard®
[Apply Now >](#)

Order Summary

Subtotal: \$139.99
Pickup: FREE
Tax: \$8.40

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PayPal Pay in 4 interest-free payments of \$37.10
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Total: \$148.39

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GET \$5 OFF!

REQUEST FOR ACTION

DATE: 5/22/23

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Rachel Horton (Animal Control)

SUMMARY OF REQUEST / INFORMATION: Request to increase budget for replacement of incinerator from \$275,000 to \$278,318.00 so that additional stack sections can be added to meet the required height of our building. Originally budgeted for \$275,000 from ARPA funds.

ADDITIONAL INFORMATION: We were quoted for 2 stack sections, we need 4. Cost of the stacks are \$15,300.00 which puts the price over the original budgeted amount. The current machine will be sold for \$25,000

CONTACT PERSON(S): Rachel Horton (Animal Control)

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Quotes from Burnz Well Inc

DRAFT MOTION:

Motion by _____, supported by _____, to amend motion # 217-22 from the June 16, 2022 Regular Board Meeting related to the incinerator purchase for Animal Control to reflect price increase from \$275,000 to \$278,318.

ATTACHMENTS YES x NO _____
for additional stack sections to meet the required height of the building, to be paid from ARPA fund 281 (expenditure category 6.1).

X

217-22

Motion by Zender, supported by Warren, pursuant to the recommendation of the American Rescue Plan Act Committee (ARPA) and in response to the impacts of the Covid-19 public health emergency, to accept the quote from Burnz-Well Inc. for the purchase of a new incinerator at Animal Control in the amount of \$248,356.00 with an added contingency for a total not to exceed \$275,000.00 to be paid from Fund 281 (expenditure category 6.1). Motion carried.

X

218-22

Motion by Warren, supported by Miller, to approve the County's Audit Motion for disbursements dated June 17, 2022, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission Audit Motion for disbursements dated June 16, 2022 based upon the signatures of the Road Commission Chairman and Finance Director. Roll Call vote: Warren, aye; Zender, aye; Miller, aye; Schneider, absent; Jarvis, aye; Henning, aye; Roy, absent. 5 ayes, 2 absent. Motion carried.

Public Time – 2 people spoke during public time.

*Commissioner Jarvis was excused. 10:31 a.m.

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

Vice-Chair Henning declared the meeting adjourned. 10:51 a.m.

Dyle Henning, Vice-Chair
Board of Commissioners

Theresa M. Spencer, County Clerk
Clerk of the Board

BURNZ-WELL, INC.
Proposal Agreement

Date: 6/9/2022
Proposal: 20220609 - JH - 001
Customer: Lapeer County Animal Control

Scope of Supply: 1 (one) dual chamber, controlled air, animal crematory system(s) for the cremation of pathological waste.
Machine: Crawford C-500P 200 lb initial charge, 75 lb/hr burn rate for Type 4 pathological waste

Includes: Natural gas fired burner systems
PLC based control system with LCD Touchscreen Operator Interface
Complete with necessary controls, safeties, and standard stack venting
Secondary combustion chamber temperature monitor/display
Eight (8) feet of refractory lined, high temperature exhaust stack (2 - 4ft sections)
Primary chamber site glass
Operator Tools
Startup, commissioning, and training
3 year BWI exclusive warranty

Price: C-500P	\$155,900.00
Steel Surcharge:	\$23,700.00
Shipping:	\$9,443.00
Additional Work(see below):	\$79,975.00
TOTAL SALES PRICE (excluding sales taxes):	\$263,018.00

Payment Terms: Down payment of 50% with signed agreement, 40% 8 weeks from deposit
10% prior to start-up or 30 days from ship date, whichever occurs first

Validity: June 23, 2022

Delivery: Estimated up to 52 weeks from receipt of signed Agreement and Deposit by BWI

Additional Work: Unloading of new machine, removal & disposal of old machine, wall removal & roll-up door installation for access to building for machine
Installation of new machine, gas & electrical hookups

Approved by: [Signature]
BURNZ-WELL, INC.

Date: 6-20-22

Accepted by: [Signature]
Lapeer County Animal Control
Vice Chair - B.O.C.

Date: 6/16/22

BURNZ-WELL, INC.
Proposal Agreement

Date: 7/20/2022
Proposal: 20220720 - JH - 001
Customer: Lapeer County Animal Control

Scope of Supply: 2 (two) Stack Sections for roof clearance

Machine: Crawford C-500P

Includes: 2 Additional stack sections needed for roof clearance

Eight (8) feet of refractory lined, high temperature exhaust stack (2 - 4ft sections) \$7650.00
\$7650.00

Price: \$15,300.00

TOTAL SALES PRICE (excluding sales taxes): \$15,300.00

Payment Terms: Deposit 50%

Validity: 10 days from the date of this proposal

Exclusions:

Delivery:

Attachments:

Approved by: _____
BURNZ-WELL, INC.

Date: _____

Accepted by: _____
Lapeer County Animal Control

Date: _____

3A

REQUEST FOR ACTION

DATE: 31 May 2023

REQUEST FOR ACTION FOR YOUR INFORMATION REQUEST FOR INFORMATION

TO: COW

FROM: Kathy Haskins, MPH, BSN

SUMMARY OF REQUEST / INFORMATION: Request acceptance of the Michigan Dept. of Health and Human Services Allocations for the 2023-24 budget year. Note: This application is "e-signed".

ADDITIONAL INFORMATION:

Program Funding	2021-22	2022-23	2023-24
Public Health Emergency Preparedness	90,761	91,035	91,035
Public Health Emergency Preparedness (CRI)	15,989	18,978	31,133
Children’s Special Health Care Services (CSHCS)	41,320	41,320	41,320
CSHCS Vaccine Initiative	4,958	4,958	2,662
Immunization Action Plan (IAP)	39,943	39,943	41,940
Immunization Quality Assurance	6,957	6,957	6,957
Local Maternal Child Health (MCH)	36,921	36,921	36,921
WIC Resident Services	371,815	371,815	371,815
WIC Breastfeeding	31,164	31,164	36,164
TB Control (added during 2019)	283	283	100
COVID Immunizations		583,751	*203,999
ELC (Epi Lab Capacity) Contact Tracing , Case Investigation, Testing Coordination, & Infection Prevention		417,683	*348,070
*ELPHS (LPHO) Food	99,362	99,362	99,362
*ELPHS (LPHO) Hearing	27,477	27,477	27,477
*ELPHS (LPHO) MDHHS Other (Immunization, CD)	183,830	183,830	183,830
*ELPHS EGLE Drinking Water & Onsite Wastewater Mgmt.	200,463	200,463	200,463
*ELPHS (LPHO) Vision	27,476	27,476	27,476
Total ELPHS*	538,608	538,608	538,608
*ELPHS = Essential Local Public Health Services			

Note:

- *The COVID Imms & ELC monies are carry over from FY 2023 unspent \$\$, and end 9/30/24.
- There are 4 categories of funding listed on our allocation sheet that currently show as "\$0". This is because they are services for which we are reimbursed after services are provided. Below are the titles, along with the amount received during FY 2022, to give an idea of potential amounts.
 - CSHCS Care Coordination: FY 22 - \$25,580
 - CSHCS Medicaid Outreach: FY 22 - \$7,733
 - Immunizations Fixed Fees: FY 22 – 2,450
 - CSHCS Elevated Blood Lead Case Mgmt: FY 22 - \$201.58

CONTACT PERSON(S): Kathy Haskins and Ingrid Fink

DRAFT MOTION: Motion by _____, supported by _____, to accept the FY24 MDHHS Allocations and authorize the Director/Health Officer to e-sign the application.

ATTACHMENTS YES _____ NO X

3B

REQUEST FOR ACTION

DATE: 02 June 2023

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Health Dept.

SUMMARY OF REQUEST / INFORMATION: Request authorization to purchase a 6 X 12 enclosed storage trailer for deployment of tents, supplies, etc. for larger clinics and emergency responses. This is being completely funded by PHEP (Public Health Emergency Preparedness) dollars, at a cost of \$6,458.

ADDITIONAL INFORMATION: Note there are two official quotes, and the 3rd is information from a company website. We attempted to reach 5 companies for quotes, but after many calls, were only able to obtain 2. I attached the specs from an additional company as well. We would like to purchase the trailer from DR Trailer Sales. It is a company previously used by building and grounds, and the only one that meets our specs (tandem/double axel, 12 ft. long, with ramp).

CONTACT PERSON(S): Kathy Haskins, and Marilyn Szost (Emergency Planner)

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to authorize the health department to purchase a 6 X 12 ft. enclosed storage trailer at a cost not to exceed \$6,458.00 at no cost to the county general fund.

ATTACHMENTS YES X NO _____ (quotes, price, and letter of payment from the State PHEP program.



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

November 9, 2022

Marilyn Szost, EPC
Lapeer County Health Department
1800 Imlay City Road
Lapeer, Michigan 48446

Dear Ms. Szost,

This correspondence will serve as the official Notice of Award for the Special Project request for use of BP3 carry over funding. Lapeer County Health Department is being funded an additional amount of \$10,000.00 that is being added to your current CO-2023 BIONINE project and should be available 01/2023.

Funding is intended to support the related expenses and activities below:

- \$10,000.00 for the purchase of a 12-15ft enclosed trailer to deploy tents, lighting, supplies, etc. for larger clinics and emergency responses (Approval received from OGS for purchase)

If you have any questions or concerns, please do not hesitate to contact Janis Tipton at tiptonj2@michigan.gov or 517-388-4312.

Sincerely,

Janis L. Tipton

Janis L. Tipton, Financial Analyst
Division of Emergency Preparedness and Response
Bureau of Emergency Preparedness, EMS, and Systems of Care

Mary Macqueen

Mary Macqueen
Public Health Emergency Preparedness Manager
Bureau of Emergency Preparedness, EMS, and Systems of Care

cc: Ingrid Fink, Finance Officer, Kathy Haskins, Health Officer

DR Trailer Sales

14177 Plank Road - Milan, MI 48160
Phone: 734-439-1441

Purchase Date: 05/31/23
Salesperson: Alan Butzin

Cash Disclosure

Phone: 734-439-1441
Fax: 734-439-1415

Buyer:

LAPEER COUNTY HEALTH DEPARTMENT
4800 IMLAY CITY RD
Lapeer, MI 48446
Work: 810-245-5578

Co-Buyer:

Purchased Vehicle

Stock #	Vehicle	Color	Miles	VIN
37863	2023 INTERSTATE 6X12 ta R 7K	WHITE	0	1UK500E2XP1108075

Purchases & Fees

Selling Price	Selling Price	\$6,399.00
Fees	Documentation	\$59.00
Taxes	Tax 1	\$0.00
Total Cash Price		\$6,458.00

Monies Received

Trades	Total Trade Allowance	\$0.00
	Total Trade Payoff	\$0.00
	Total Trade Net	\$0.00
Down Payment	Cash Deposit	\$0.00
	Cash Down Payment	\$0.00
	Deferred Cash	\$0.00
	Total Credits	\$0.00
	Total Cash Price	\$6,458.00
	Total Credits (-)	\$0.00
	Balance Due	\$6,458.00

ALL SPECIAL ORDERS NON REFUNDABLE

ALL USED TRAILERS SOLD AS IS

ALL SALES FINAL

Customer Signature: _____

U.S.27 MOTORSPORTS & TRAILERS

5301 N. U.S. 27 HWY
ST. JOHNS MI 48879
989-224-8874

Marilyn Szost

Buyer's Order

Date
Deal No.
Salesperson **AARON PRIESKORN**
Lienholder **NONE**

48446-3208

H 8102455578

W

C

Email mszost@lapeercounty.org

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2023	DISCOVERY TR	6X12 SA35 ROVER	7G1BE1212PE019545	DCC10	\$6,799.00

Options:

Dealer Unit Price	\$6,799.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep	\$0.00
Title	\$15.00

Notes:

Looking for a quote on an enclosed trailer with ramp. \$5-8K range. 12-15 feet

Cash Price	\$6,814.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$6,814.00
Sales Tax	\$407.94 <i>off</i>
Title/License/Registration Fees	\$75.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Trade Information

Total Other Charges	\$482.94 <i>(- 407.94)</i>
Sub Total (Net Sale + Other Charges)	\$7,296.94
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$7,296.94

Monthly Payment of \$155.64 For 60 Months at 9.99% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

*Copied from Website – no response for quote after multiple attempts



Stock No: 31108

Our Price: \$8,499.00

Sale Price: \$7,599.00

Savings: \$900

VIN:	1L9BE1311N1317561
Condition:	new
Manufacturer:	Legend Trailers
Model:	TVB6X13SA30
Floor Length:	13' or 156.00"
Width:	6' or 72.00"
Height:	7' or 84.00"
Weight:	1065 lbs
GVWR:	2990 lbs
Payload Capacity:	1925 lbs
Axle Capacity:	2990.00 lbs
Color:	Pewter

4A

DATE: May 19, 2023

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To approve the purchase of a new metal detector for the court house. The cost from AutoClear is \$5,120.00. There will be no additional cost the the County.

BACKGROUND INFORMATION: During the last State of Michigan inspection, it was highly encouraged that the County replace our current metal detector with a more new model. The one in use now is very antiquated and unreliable. We would like to assure the county employees that weapons of any sort are not entering the building. See the attachment, page 2 from the Michigan Supreme Court. We have 3 quotes on the Garrett PD6500i included. We have also applied for a MMRMA grant to help pay for 1/2 the cost.

CONTACT PERSON(S): Sheriff Scott McKenna

SUPPORTING DOCUMENTS: 3 bids and letter

DRAFT MOTION:

Motion by _____, supported by _____, to approve the Lapeer County Sheriff's Office purchasing a metal detector for the courthouse at a cost of \$5,120. (with shipping) from line #207-350-977.000, and no additional cost to the county.

ATTACHMENTS YES x NO



Michigan Supreme Court

State Court Administrative Office

Michigan Hall of Justice

P.O. Box 30052

Lansing, Michigan 48909

Phone (517) 373-2199

Dennis D. Mac Donell
Trial Court Security Specialist

March 8, 2023

Honorable Laura Cheger Barnard
Chief Judge
Lapeer County Complex
255 Clay Street
Lapeer, Michigan 48446

Dear Chief Judge Barnard:

Thank you for allowing me to walk through the Lapeer County Courthouse Complex with the Lapeer County Sheriff's Lt. Steve Beebe and Sgt. Dan Wilkinson to review security concerns within this facility. As noted in previous security reports several architectural features enhancing security were designed into this facility. This includes the separate paths of travel for the visitors, employees, and the in-custody defendants, holding areas for defendants, and the ability to operate a single entrance for the public entry. This tour of the facilities focused on possible staffing of the entrance screening station and overall security enhancements for the building.

RECOMMENDATIONS:

The following recommendations should be reviewed by the Security Committee and the Sheriff's Office.

1. Determine security staffing level for the building.

The Security Committee, in conjunction with the Sheriff's Office, should determine the minimum staffing level of deputies needed to operate the control room, security screening station(s), holding cell area, and presence in the courtrooms. Since the control room personnel monitors the cameras, radio traffic, holding cells, courtrooms, and prison transport from a central location it should be staffed during normal business hours.

2. Establish weapons screening station at the main entrance.

The Michigan Supreme Court issued Administrative Order 2001-1 requiring all courts to prohibit weapons from court facilities. The order also indicates that each court must issue a local

March 8, 2023

Page 2

administrative order for this purpose. The Court is part of the judicial branch of state government and has the authority to issue administrative orders.

In accordance with the administrative order, signs must be posted along approaches to the courthouse with the following wording: "No weapons are permitted in this (*courthouse, courtroom, office, or space used for official court business or by judicial employees*). All persons and parcels are subject to a search for weapons and other prohibited or restricted items as a condition of entry. Persons in violation of this order may be held in contempt of court." There is an established screening station inside the public entrance to the Branch County Courthouse. The security staffing is provided by the Branch County Sheriff's Department through an agreement with the courts. **To prevent weapons or armed persons from entering the building, anyone entering the courthouse should be screened for weapons at the single public entrance.** This includes employees, attorneys, delivery personnel, and the public.

The **Security Committee** should work with the Sheriff's Department and the County Commissioners to make this a full time, fully staffed screening station. **The security screening station should operate anytime the court building is open for business.** Whenever a member of the public or a non-court employee is allowed into the building, **even after hours or on the weekends**, the screening process needs to be operational. Running a screening operation on a part time or occasional basis creates too many vulnerabilities for the overall safety of the visitors, employees, and the overall operations of the courthouse. The main entrance and screening station is where security **must stop armed person(s)** from entering and endangering the staff and the visitors.

The ideal recommendation to operate a screening station is to equip that location with a walk-through magnetometer, hand wands, and an X-ray or line-scan machine. The screening station should be staffed with at least two screeners and a third person to act as the armed observer, especially during peak entrance times. **The main entrance and screening station is where security must stop armed person(s) from entering and endangering the staff and visitors.** There should be a uniformed deputy assigned to the screening station as the armed observer. Based on the volume of visitors the number of screening officers can be adapted.

A Garrett 5500 walk-through magnetometer and a Garrett portable hand wand are located at the screening station. The walk-through magnetometer provides alerts in an effort to assist the screening officers in locating prohibited items on a person. The current magnetometer will alert security that a metallic object has gone through the device. The **Security Committee** should consider upgrading the current walk-through magnetometer to a pinpoint type of magnetometer device like the Garrett 6500i model. This model helps to identify more than 30 locations on the person where a metallic object could be concealed. The pinpoint version helps the screening officer locate the source of the alert on the body more quickly.

The screening station is also equipped with an x-ray scanner, or line scan device, to assist in searches of any and all items and packages being brought into the building. This device increases the speed and accuracy of package searches, while minimizing the number of

concealed weapons being brought into the building, along with reducing the potential risk of injury to the security officers.

A panic alarm control panel should be installed at the screening station so the deputies can be made immediately aware of an activated alarm button in the building. If the screening officer(s) monitors central dispatch over a two-way radio, the placement of an alarm panel is minimized. **A panic alarm button should also be installed** at the screening station and available for the screening personnel in case of an emergency.

The screening location should be equipped with a video surveillance monitor to view the approaches to the building, employee entrances, and the courtroom(s). A camera should be installed to view the patrons as they proceed through the magnetometer.

Since this should be the only entrance for the public, the screening station should be equipped with some ballistic protection for the screening officers to seek cover in case of an armed assault. Minimally, the screening officers should be equipped with ballistic vests.

The Security Committee should create policies and procedures for the proper screening of all visitors to the courthouse, including how screening is to be conducted, screening of person(s) with disability or in a mobility assistance device, response to magnetometer alerts, and protocol for weapons being brought into the courthouse and the screening of all packages, including the U.S. mail.

3. Courtrooms.

There has been a dramatic increase in violence in the courthouses across the nation and especially in probate courts where police or court security officers are not always present. When looking at the analytics of previous courtroom violence, it is impossible to predict the type of case or court action that might lead to a violent incident. It is strongly recommended that a court officer, bailiff, or uniformed deputy be assigned to each courtroom whenever a judge is on the bench for public hearings and trials. Frequently, a police officer may be in a magistrate's hearing room for civil infraction cases. These police officers should be aware of the court's security/emergency plan and responses. Even with this, it is suggested that a court security officer, bailiff, or deputy be available for a magistrate's hearing room when cases are being heard.

The courtrooms are appropriately furnished and allow for separate entrances for the public, attorneys, judges, court employees, and in-custody defendants. The courtrooms were found to be locked when they were not in use. This practice should continue to keep unwanted persons and objects out of the courtroom. Prior to opening the courtrooms for the public, a security sweep for unusual or misplaced objects, weapons, and contraband should be conducted by court security.

March 8, 2023

Page 4

4. All exterior doors should be keyed, or card controlled and alarmed.

Exterior doors and windows should be equipped with anti-intrusion alarms and the entrance door should be card or key controlled. All fire exits should be equipped with time-delay, alarm activating crash bars. This will minimize the potential for a visitor to open the fire exit doors for others. Surveillance cameras should be monitoring all exit doors, especially when an exit alarm is activated.

5. Establish an alert system.

Develop an alert system and create a policy to verbally, visually, and/or audibly alert other employees of potential trouble or issues with defendants/customers without exacerbating the situation with the defendants/customers. With an alert system, all employees in the building would know whether to lock-down their office or evacuate the building in case of a potentially adverse situation. The "talk-master" system can be used for this purpose.

Establishing and implementing an effective security program in a courthouse provides a stable, relatively predictable environment in which an individual or group may pursue its end without disruption or harm, and without fear of disturbances or injury. The courthouse is the last stop in our democratic process for citizens to resolve disputes and to right wrongs. Free and open access to justice requires a safe and secure environment in which all those who come to the courthouse are free from fear and intimidation. Judges and judicial staff need to feel safe if they are to conduct themselves in a fair and impartial manner and in accordance with a sense of judicial decorum.

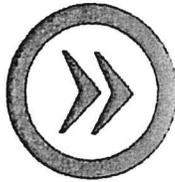
Listed on these pages are some ideas that can assist in improving the overall security for the Lapeer County Courthouse Complex. Implementation of any of the recommendations should be based on the **risk assessment**, available funding, equipment, and staffing. An important risk reducing advantage would be to **raise the security awareness level for all the occupants of the building through planning, preparedness, and training.**

After reviewing this material, if you have any questions or comments, please feel free to contact me. I am available to discuss these recommendations with you and the **Security Committee.**

Sincerely,


Dennis Mac Donell

cc: Ms. Michele Muscat, Regional Administrator



AUTOCLEAR

SECURITY INSPECTION SYSTEMS

Autoclear LLC, Midwest Regional Office, 18 Carlisle Road, Hawthorn Woods, IL 60047
 Tel: (847) 540-7266 Fax: (847) 540-7332 Web Site: Autoclear.com

Lapeer County
 Lapeer, MI
 Dan Wilkinson

DATE: May 2, 2030
 REQUEST:
 QUOTATION NO.:020223R1

QUOTATION

QTY	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
1	PD6500i	Garrett PD6500i Walk Through Metal Detector	\$5,495	\$4,995

STANDARD EQUIPMENT

33 Distinct zones
 TSA Approved
 DSP Noise Reduction Circuitry
 Separate Zones Adjustable
 Bright Large LED Indicators and Menu Displays
 Built in Diagnostics

SHIPPING WARRANTY

\$125
 One Year

Prices do not include applicable taxes or fees.
 This quotation supersedes all previous quotations and is valid for 90 days from date of issue.
 Control Screening Standard T & C are part of this document.

TERMS OF DELIVERY: FOB - ORIGIN

Autoclear, LLC

TERMS OF PAYMENT: NET 30 DAYS

SHIPPING DATE: 2 - 4 WEEKS ARO

Gregory Schaefer, Midwest Regional Manager
 GregS@Autoclear.com

Garrett PD 6500i[®]

Enhanced Pinpoint Walk-Through Metal Detector

Made in the USA 

Multi-brand compatibility
Can be added to existing checkpoints without having to replace other brand units. Includes multiple channels and 2,300 selectable operating frequencies.

Optimum Performance
More than 20 standard program settings scientifically engineered to address the needs of airports, courthouses, prisons, schools, facilities, special events, mass transit, loss prevention, and other applications.



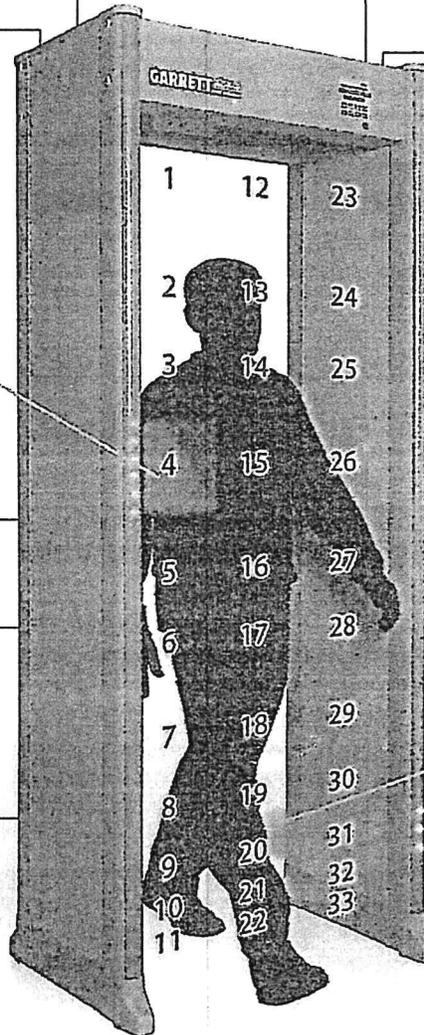
Pacing lights
Universal "wait" and "proceed" symbols at the detector entrance for traffic controls.

Advanced networking (optional)
Manage walkthroughs individually or as groups and perform statistical analysis via network with CMA interface module. Supervisors can remotely access controls, visual alarms and statistics.

Directional counter
Four settings for counting patrons: forward only, reverse only, subtract in reverse, and bidirectional.

PD 6500i[™]
Walk-Through Metal Detector

U.S. / INTERNATIONAL
(shown) Gray  PN 1168414 / 1168424*



★ **Advanced broadband technology**
Analyzes targets across a broad range of frequencies for greater accuracy. Provides superior ferrous and non-ferrous detection. Improved discrimination means fewer false alarms and higher throughput.

★ **More accurate pinpointing**
With more than four times the detection coils of competitive models, the PD 6500i provides uniform detection and precise pinpointing. Independent zone indicator lights on both side panels identify not only height but also left, center and right locations for one or more objects passing through the archway.

★ **Dual-sided detection**
This unique bilateral technology has transmitters and receivers in each side panel to allow scanning from both sides, resulting in uniform detection throughout the archway. It also provides superior noise cancellation resulting in easier setup (i.e. no need to rotate the unit to avoid interference from nearby equipment such as other metal detectors or x-ray machines).

Superior versatility
Menu based settings for feature selection such as alarm indication, count method, and language without the use of a computer. Field programmable to allow system upgrades. Multiple units can be installed as close as 2 inches.

International security standards
PD 6500i meets the world's highest test certifications, including the following international airports:



OPTIONAL accessory items for the PD 6500i can be seen at www.garrett.com.

* Includes Euro Plug.

Tamper-proof

All settings are secured with a key lock and two levels of access codes. Further security is accomplished with a cabinet lock that prevents unauthorized access to physical cables, connectors and electronics.

Easy assembly

The PD 6500i's modular design allows for a quick and simple assembly of its four (4) sub-assemblies using only eight (8) screws and three (3) internal cable connections.

Digital Signal Processor (DSP) based technology

DSP provides greater sensitivity, noise immunity, discrimination, detection uniformity, and overall product reliability.

Regulatory Information: The PD 6500i meets U.S. and international regulatory requirements for electromagnetic safety. Extensive research has found no information that would indicate Garrett products have adverse effects on pregnancy, medical devices (such as pacemakers) or magnetic recording media. However, directives by physicians and medical device manufacturers regarding metal detectors should be followed.

1554400 REV M, Nov 2016 © 2016 Garrett Electronics, Inc.

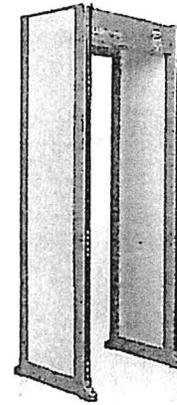
Garrett PD 6500i™

Enhanced Pinpoint Walk-Through Metal Detector

Meets the world's highest test certifications

Garrett's PD 6500i is an industry leader with superior pinpoint technology and unmatched discrimination features. This detector has proven its effectiveness at moving high volumes of patrons through such events such as the Olympic Games, World Cup 2010 South Africa, and the Pan-American Games in Mexico.

The PD 6500i has also been trusted to safeguard international airports, hotels, government buildings, and correctional facilities. With its advanced networking and ability to pinpoint targets in 33 detection zones, the PD 6500i is the walk-through of choice for security professionals worldwide.

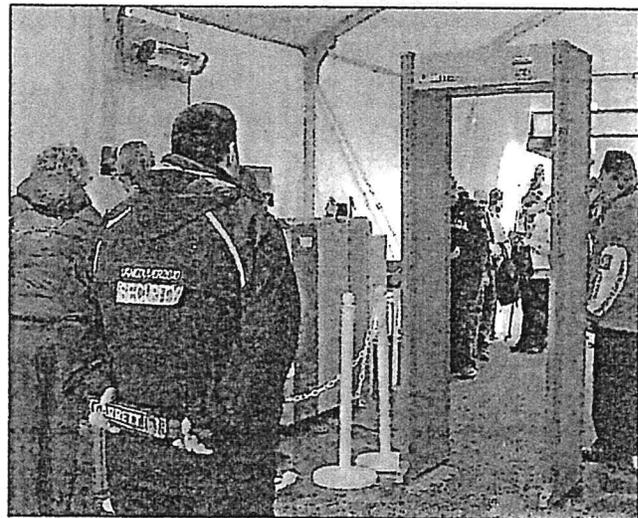


Beige 
U.S. / INTERNATIONAL
PN 1168411 / 1168421*



Standard Programs	Over 20 application programs included
Sensitivity	Up to 200 distinct sensitivity levels
Zone Indications	33 independent zones
Overhead Control Unit	All electronics—LCD, alarm light, LED bar graph, control touch pads—integrated to eliminate wire exposure.
Tamper-Proof Settings	Three access levels of security clearance
Self Diagnostic Program	Complete and automatic
Zone Sensitivity Boost	Adjustable in six areas
Battery Pack (optional)	10-hour or 30-hour backup available
Warranty	24 months, Limited Parts/Labor
Passageway Interior Size	Width 30" (0.76 m) Height 80" (2.03 m) Depth 23" (0.58 m)
Overall Exterior Size	Width 35" (0.90 m) Height 87" (2.21 m) Depth 23" (0.58 m)
Shipping Size	Width 35.5" (0.90 m) Height 91.5" (2.32 m) Depth 6.25" (1.6 m)
Shipping Weight	165 lbs. (74 kg)
Temperatures	Operating: -4° F (-20° C) to +149° F (65° C) Humidity to 95% non-condensing Storage: -40° F (-40° C) to 158° F (70° C)
Power	Fully automatic 100 to 240 VAC, 50 or 60 Hertz, 45 watts; no rewiring, switching or adjustments needed.
Regulatory Information	Meets international airport standards such as TSA, ECAC, STAC, AENA, CJIAC, DFT. Meets additional standards and requirements such as USMS, NIJ-0601.02, NILECJ. Meets Electrical Safety and Compatibility Requirements for CE, FCC, CSA, IEC, ICNIRP, IEEE.
Weatherproofing	Meets IP 55, IP 65, IEC 529 Standard for moisture, foreign matter protection
Construction	Attractive scratch and mar-resistant laminate. Detection Heads and Support: heavy duty aluminum.
Control Outputs	Solid state switches (low voltage AC or DC) for operating external alarms and control devices.
Remote Control (optional)	Desktop Remote Control with Zone Indication and/or via network with CMA Interface Module.
Networking (optional)	Manage individual or groups of walkthroughs and perform statistical analysis of throughput.
Alarm Indicators/Random Alarm Feature	33 zones, volume-adjustable audible tone, bright LED visual and remote alarms. Random alarm feature; adjustable from 0 to 50 percent.

PD 6500i is an "Approved Product for Homeland Security" under the SAFETY Act.



PD 6500i™ Walk-Through Metal Detector

U.S.A. / International	Description	Color
1168414 / 1168424*	PD 6500i 30" IP 55	Gray 
1168411 / 1168421*	PD 6500i 30" IP 55	Beige 
1168418 / 1168425*	PD 6500i 30" IP 65	Gray 
1168417 / 1168423*	PD 6500i 30" IP 65	Beige 
1168416 / 1168426*	PD 6500i EZL† IP 55	Gray 
1168412 / 1168422*	PD 6500i EZL† IP 55	Beige 
1168432 / 1168427*	PD 6500i 32.5"*** IP 55/ IP 65	Gray 
1168433 / 1168429*	PD 6500i 32.5"*** IP 55/ IP 65	Beige 

Other options available.

* Supplied with Euro plug.

† EZL—Standard 30" clearance with zone lights on both the entry and exit sides, allowing the operator to view the alarmed object from any position.

*** 32" ADA-compliant passageway

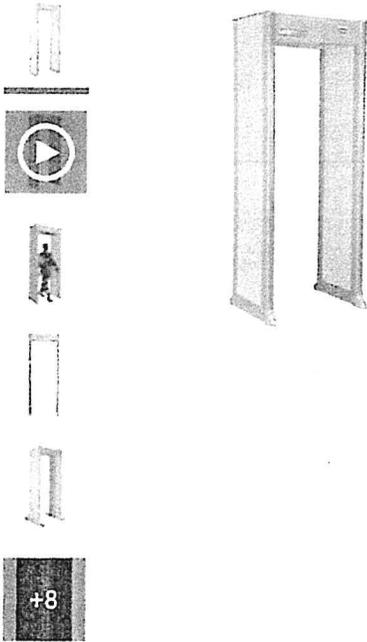


1.800.234.6151 (USA and Canada)
1.972.494.6151

1881 W. State Street
Garland, TX 75042

Email: security@garrett.com

Made in the USA 



GARRETT METAL DETECTORS Walk-Through Metal Detector: PD6500i, 56/60 Hz, LED/LCD, 165 lb Wt (Lbs.)

Item 53DU73 Mfr. Model 1168432

Compare

Web Price ⓘ

~~\$5,120.02~~ / each

This item requires special shipping, additional charges may apply.

Qty
1

Add to Cart

Ship

Pickup

Ships from supplier. Expected to arrive on or before Thu. Jun 08.

Ship to 48446 | Change

Shipping Weight 165 lbs

Ship Availability Terms

Add to List

Product Details [Catalog Page 2044](#)

Type PD6500i

Material ABS Plastic; Aluminum

Inside Width (In.) 32 in

Inside Height (In.) 80 in

Inside Depth (In.) 23 in

Exterior Width (In.) 37 in

Exterior Height (In.) 87 in

Exterior Depth (In.) 23 in

Weight (Lbs.) 165 lb

Outranging Power 100 to 240V AC

Audio Alarm Tone & Volume Adjustable

Operating Frequency (Hz) 56/60 Hz

Max. Operating Temp. -4° to +149°F

Scans

Full Body; All Ferrous, Non-Ferrous and Stainless Steel Weapons, Contraband and Other Metallic Objects

Documents

Garrett Metal Detectors Sell Sheet

Garrett Metal Detectors Walk Through Metal Detector Spec Sheet

GARRETT PD 6500i Compliance Standards Guide

Alternate Products ⓘ

Coating Gray

Indicator LED/LCD

Battery Optional

Max. No. Zones 33

Standards

Meets International Airport Standards Such as TSA, ECAC, STAC, AENA, CJAC & DFT; Meets USMS, NIJ-0601.02 & NILECJ; Meets CE, FCC, CSA, IEC, ICNIRP & IEEE

For Use With

Batteries; Casters; CMA; Removable Magna Dolly; Permanent Magna Dolly; Remote

Package Quantity 1

Product Type Walk-Through Metal Detector

UNSPSC 41111903

Country of Origin USA (subject to change)

Compatible Products



GARRETT METAL
DETECTORS Walk-Through
Metal Detector: PD6500i,
55/60 Hz, LED/LCD, 165 lb Wt
(Lbs.)

Item 53DU72

Compare

Web Price 
\$5,272.85 / each

Qty
1

Add to Cart



GARRETT METAL
DETECTORS Walk-Through
Metal Detector: PD6500i,
54/60 Hz, LED/LCD, 165 lb Wt
(Lbs.)

Item 5ENY7

Compare

Web Price 
\$5,025.27 / each

Qty
1

Add to Cart



Lapeer County - PD6500i Package

Lapeer County
335 East 3rd Street
Imlay City, MI 48444
United States

Reference: 20230518-104418674
Quote created: May 18, 2023
Quote expires: July 17, 2023
Quote created by: Fiona Irvine
Direct Sales Representative
fiona.irvine@garrett.com
+19724946155

Dan Wilkinson
dwilkinson@lapeercounty.org
8102454850

Comments from Fiona Irvine
We typically have a 21-30 days lead time unless stated differently on the quote.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
PD 6500i Complete Package - PD 6500i walk-through metal detector - Walk-through choker set for easy portability - Battery Modules lithium ion for backup power on multi- track searches operation - Wireless Sync Module synchronizes multiple units proximity walkthroughs - 3 year warranty, 5 year warranty versus the normal 2- year warranty	1168448	1	\$5,000.00	\$5,000.00
Freight - Walk-Through Metal Detector		1	\$300.00	\$300.00

Item & Description	SKU	Quantity	Unit Price	Total
--------------------	-----	----------	------------	-------

Freight price is based on delivery of walk-through metal detector(s) and accessories to a (single) location. Customer must have a loading dock and the ability to unload the trailer. If a lift gate or inside delivery is required, additional charges could apply.

FOB Garland.

Subtotals

One-time subtotal	\$5,300.00
Total	\$5,300.00

Purchase terms

The Checkout Button on the quote allows the quote to be paid by either credit card or ACH Payment.

For new customers, orders under \$3500.00 must be prepaid via credit card or ACH. Orders over \$3500.00 are subject to credit approval. If mailing a payment please reference the quote number. If mailing a payment please reference the quote number.

All orders in New Jersey and Texas will be subject to appropriate sales tax.

Questions? Contact me



Fiona Irvine
 Direct Sales Representative
 fiona.irvine@garrett.com
 +19724946155

Garrett Metal Detectors
 1881 W. State Street
 Garland, TX 75042
 US

Search

GALL'S

GO

Garrett Metal Detectors / Item# AP140 GRY / Mfg# 1168414

Garrett Metal Detectors Magnascanner PD6500i Walk Through Metal Detector

1 Review | 1 Question, 1 Answer

\$5,995.00



COLOR GRAY



Temporarily Out Of Stock, Ship As Soon As Available. Estimated Ship Date 06/15/2023

1 \$5995.00

ADD TO CART

ADD TO WISHLIST

DETAILS

GARRETT METAL DETECTORS MAGNASCANNER PD6500I WALK THROUGH METAL DETECTOR

Provides the ultimate security and protection with 33 target pinpointing locators that scan head-to-toe.

Due to the size and weight, a \$90 per unit freight charge will be added to your order.

SPECS

- *Meets international security standards for TSA (USA), ECAC (European), STAC (French), Aena (Spanish), CJIAC (Japanese), Transport DFT (United Kingdom)*
- *Meets IP55 standards for moisture and foreign matter protection.*
- *33 pinpoint zones to precisely identify multiple target locations from head-to-toe, left, center and right sides of the body*
- *21 standard programs for security application versatility*
- *Prisons 2 Program features high sensitivity to spot tiny items such as handcuff keys, screwdriver bits, razor blades and small aluminum knives*
- *Three quick-change presets for various security levels*
- *Random Alarm on Alarm produces alerts for alarming persons only; thereby allowing the security personnel to implement varied search protocols*
- *Dual detection with transmitters and receivers in each panel*
- *Superior target analysis with broadband detection technology*
- *Ferrous and non-ferrous weapons detection*
- *Directional counter with four settings for counting (forward, reverse, subtract in reverse, and bi-directional)*
- *Superior versatility: settings can be modified for a variety of public locations*
- *Networking ability: CMA provides networking, remote control, monitoring, data analysis and group management*
- *Pacing lights display universal "wait" and "proceed" symbols*

Specifications:

- *Meets IP 55, IEC Standard. "Degrees of Protection provided by Enclosures," IEC 529*
- *Meets Electrical Safety and Compatibility Requirements for CE, FCC, CSA, IEC (CB certification), ICNIRP and IEEE*
- *Meets U.S. and International regulatory requirements for electromagnetic safety*
- *Operating Temperatures: 4°F (-20°C) to + 158°F (70°C)*
- *Humidity: To 95 non-condensing*
- *Power: Fully automatic 100 to 240 VAC, 50 or 60 Hertz, 55 watts*
- *Battery: 30-Hour Extended Battery Unit (30" PD-6500i units)*
- *Target Pinpointing Lights: Thirty-three (33) distinct zones are displayed with two (2) independent columns of LEDs located on exit*

side of PD 6500i

- Programs: Twenty-one (21) independent programs meet installation-specific requirements including ECAC requirements for European airports and TSA requirements for U.S. airports
- Multi-Unit and Multi-Brand Compatibility: 2,300 selectable operating frequencies and multiple channels allow close proximity to other PD 6500is and non-Garrett walk-throughs
- Interference Suppression: Advanced analog and digital filtering eliminate the potential effects from x-ray units, radios and other electrical interference sources
- Directional Counter: Counter tracks the number of pass-through patrons, the direction of patrons, the number of alarms and calculates alarm percentage
- Four directional count settings (forward, reverse, subtraction reverse and bi-directional)
- Random Alarm Feature Provides adjustable from 0-50%
- Alarms: Audible tone and volume adjustable
- Bright LED visual alarm
- Pacing Lights: International symbols located at entrance
- Tamper-Proof: Settings secured using key lock and two levels of access codes
- Cabinet lock prevents unauthorized access to physical cables, connectors and electronics
- Control Outputs: Solid state switches (low voltage AC or DC) for operating external alarms and control devices.
- Construction: Attractive scratch and mar-resistant laminate
- Detection Heads and Support: Heavy duty aluminum
- Warranty: 24 months, parts and labor

Dimensions:

- Passageway Interior: Depth 23" (0.58 m) Height 80" (2.03 m)
Width 30" (0.76 m)
- Overall Exterior Size: Depth 23" (0.58 m) Height 87" (2.21 m)
Width 35" (0.90 m)
- Weight: 143 lbs. (64 kg) Shipping Weight: 165 lbs. (74 kg)

Warnings:

- Extensive research has found no information that would indicate Garrett products have adverse effects on pregnancy, medical devices (such as pacemakers) or magnetic recording media.

However, directives by physicians and medical device manufacturers regarding metal detectors should be followed.

WHY CUSTOMERS CHOSE THIS

To use for our facility
Andrea H. purchased Oct 11, 2018

QUESTIONS & ANSWERS

Questions that need answers | My Posts

Have a question about this? Ask people who own it.

Start typing your question and we'll check if it was already asked and answered. [Learn More](#)

How much does it cost to install and maintain a metal detector at a school please?

A shopper on Dec 2, 2019

BEST ANSWER: Please contact our customer service team. They can be reached at 1.866.673.7643 from 8am-9pm ET Monday through Friday, by email at help-desk@galls.com or you can initiate a live chat on our website.

- Reply
- Inaccurate
- Griffith D Staff on Dec 4, 2019
- Add Answer Answer
- I Have This Question Too (2)

PRODUCT REVIEWS

Review More Purchases | My Posts

1 REVIEW
5.0 / 5.0

5 Stars

4 Stars

3 Stars

2 Stars

1 Star

1

0

0

0

0

Rated 5 out of 5

IT went great from the call ordering to the delivery!

- Was this review helpful? Yes (1) No (1)

September 20, 2019

- donna c

Purchased

over 3 years ago

- Was this review helpful? Yes (1) No (1)

4B

DATE: May 19, 2023

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To approve the purchase of a new Jail Management System (JMS). Our current JMS is no longer available to us. Litigation has caused the company "E-Jail" to file bankruptcy. We have/had thirty (30) days to decision if we would like to sign with "Jail-Tracker". This program is very similar to E-Jail. There will be no cost to the county.

BACKGROUND INFORMATION: With the bankruptcy of E-Jail, we have 30 days to make a decision, we have been granted additional time to get a decision made. The annual cost for Jail Tracker is acutally less expensive then E-Jail, the increase is in the initial cost for conversion, \$23,500. The first year annual cost is \$7,170. Jail-Tracker has agreed to let the data transfer/conversion cost be divided into 3 years, increasing the first 3 years by \$7,750. After the third year, cost is less then the current E-Jail program. The annual cost will increase 7% each year.

CONTACT PERSON(S): Sheriff Scott McKenna

SUPPORTING DOCUMENTS: 3 bids

DRAFT MOTION:

Motion by _____, supported by _____, to approve the Lapeer County Sheriff's Office purchasing a new Jail Management System (JMS) to replace a now non-existing program. The cost will come from line #207-351-850.200, with the first year at \$14,970. and no additional cost to the county.

ATTACHMENTS YES x NO

eJail Customer Letter

David - Goejail <david@goejail.com>

Tue 5/2/2023 1:00 PM

To: 'Brett Ruschman' <bruschman@combinedpublic.com>; Steve Beebe <sbeebe@lapeercounty.org>;

Cc: jmccready@harriscomputer.com <jmccready@harriscomputer.com>;

Dear LT:

For some time now, E-Jail, LLC and I have been defendants in a lawsuit brought by N. Harris Computer Corporation. Harris sought, among other things, a ruling from the court that the eJail software belongs to it, because there is a conflict regarding the time in which eJail's development began and my employment with Harris ended. The Court has issued a decision that determines Harris owns the eJail software. This decision materially adversely affects E-Jail's and your ability to perform the terms of the license agreement under which you are using the eJail software, and therefore that agreement is hereby terminated effective now.

E-Jail, LLC is permitted to allow you to continue to use the eJail software for a period of thirty days from the date of this letter, while you consider whether to enter into an agreement with Harris or to change to a different product. Harris has provided the following contact for you to call: Jill McCready, Executive Vice President, Phone: 517-237-3744, email: jmccready@harriscomputer.com. I encourage you to contact Harris as soon as possible to avoid disruption. If you do not enter into an agreement with Harris, your access to the eJail software will be terminated at the conclusion of the thirty-day period. Please note that since the Court has decided that E-Jail, LLC does not have any rights to the eJail software, I am no longer able to provide user support or updates.

Payments for outstanding invoices should be made to E-Jail, LLC. Payments for future license fees or future services relating to the eJail software should be made to Harris. Please contact Jill McCready at Harris for payment information.

I have appreciated, very much, the opportunity to work with you.

Sincerely,



cc: N. Harris Computer Corporation

Re: Question

Michael Bartley <mjbartley@sbcglobal.net>

Thu 5/18/2023 2:50 PM

To: Steve Beebe <sbeebe@lapeercounty.org>:

Lt. Beebe,

Something else for you to deal with!! Yes Jackie had sent me some contract extensions to review and told me of the situation.

Anything I can do to help will be glad too.

If you don't mind, which JMS vendor and which County's are you talking with. Just in case some of my customers may be also using and we can get some inside information.

~~Don't anticipate any issues with server situation and we are working on making things bigger and faster.~~

Thanks
ASI Systems Incorporated

Mike Bartley
248-797-0693

On Thursday, May 18, 2023 at 02:36:06 PM EDT, Steve Beebe <sbeebe@lapeercounty.org> wrote:

Hello Mike, and don't worry this is not a question about the RFP but a sperate issue. In a nutshell the JMS company that we were using is basically going out of business because of litigation. I have found a new JMS that several county jails in Michigan are using and speak very highly of. They will reduce our annual cost by \$5,000 if we host the JMS (as opposed to them). I spoke with Danny Bissett from IT, and he thinks this will not be a problem and recommended it. I spoke with a person in IT from Jail Tracker, and they even recommended it. I spoke with Jackie Arnold this morning on a couple of issues, and she wanted me to reach out to you as well to make sure our server was capable of hosting a JMS. Thank you for your time.

Lt. Beebe

Lt/Jail Administrator

Lapeer County Jail

Re: [EXTERNAL] [ja-michigan] Jail Tracker

ja-michigan@googlegroups.com on behalf of
Jason Conery <jasonconery@dickinsoncountysheriffmi.gov>

Wed 4/27/2022 2:15 PM

to:ja-michigan@googlegroups.com <ja-michigan@googlegroups.com>;

I've had them for sometime now and really don't have any negative on them. They also have a great support team if needed. You can basically build your own system buy building the bunk layouts, booking/intake questions and grant access to certain groups of staff, etc.

What I really like is you scan all documents into the computer under the defendants name so we do not have any paper files anymore.

If you have any questions, give me a call.

****Please note that I have a new email address and it is jasonconery@dickinsoncountysheriffmi.gov. ****

Lieutenant Jason S. Conery

Dickinson County Sheriff's Office

300 East "D" St. - PO Box 609

Iron Mountain, MI 49801

ORI# MI2212200

Non-Emergency Admin Line: (906) 774-6262

Jail: (906) 774-6270

Fax: (906) 774-7091

CONFIDENTIALITY NOTICE

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On Apr 27, 2022, at 12:07 PM, 'Brian Harris' via ja-michigan <ja-michigan@googlegroups.com> wrote:

We recently signed with them. Our expected install date is August-September. I really liked what they had to offer with the program.

Lieutenant Brian Harris

Tuscola County Jail Administrator

420 Court St.

Caro, MI 48723

989-673-8161 ext. 2228

On Wed, Apr 27, 2022 at 12:19 PM twil...@shiawassee.net <twillson@shiawassee.net> wrote:

We are looking at Jail Tracker, I know there are a few agencies that have this and curious of thoughts, pros and cons.

Lt. Willson

Re: [ja-michigan] Jail Tracker

ja-michigan@googlegroups.com on behalf of Lt. Scott Welch <swelch@isabellacounty.org>

Thu 4/28/2022 7:33 AM

to ja-michigan <ja-michigan@googlegroups.com>;

We have had Jail Tracker since the beginning of 2018. The tech support is great, you can build it out to whatever you need and the reports you can create are endless. I have never placed a call to Jail Tracker and have to run in a bunch of circles and getting passed from tech to tech. I call, I deal with one tech and that person usually takes care of any problem from beginning to end and they are quite prompt. The staff went from LEMS to JT so it took some adjustment but they really like having multiple inmate jackets open at once and being able to multi-task with the system.

Lt. Scott Welch
Jail Administrator
Isabella County Sheriff's Office
207 Court St.
Mt. Pleasant, MI 48858
989-779-3358

On Wednesday, April 27, 2022 at 2:46:35 PM UTC-4 Kerns, David wrote:

We are set to go live June 6th. So far so good as we have begun training and staff seem to be liking it.

Lieutenant David Kerns
Jail Administrator
Saginaw County Sheriff's Office
311 S. Harrison St
Saginaw, MI 48602
989-790-5446
FBINA Session 275

From: ja-mi...@googlegroups.com <ja-mi...@googlegroups.com> on behalf of Jessica Faight <JFa...@miottawa.org>
Sent: Wednesday, April 27, 2022 2:19:44 PM
To: ja-mi...@googlegroups.com <ja-mi...@googlegroups.com>
Subject: RE: [ja-michigan] Jail Tracker

We implemented Jail Tracker in November 2021. I would be happy to answer any questions you have regarding JT or questions building about setup, security groups, implementation, training, etc. I would allow plenty of time to build security groups based on the size of your department as this can be an overwhelming process and take hours to create. A dedicated team will be important to accomplish all of the setup that will be required prior to going "live".

So far, we are happy with our new JMS.

From: 'Lori Misch' via ja-michigan <ja-mi...@googlegroups.com>
Sent: Wednesday, April 27, 2022 2:12 PM
To: ja-michigan <ja-mi...@googlegroups.com>
Subject: Re: [ja-michigan] Jail Tracker

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

We are currently in the process of implementing Jail Tracker as our JMS.

Pros: Full Data Conversion. Our current JMS is Motorola Offendertrak for the past 20+ years and all data is coming over.

Great team of people to work with. Timely. Solving problems as we come across. They really know jails and JMS systems.

Pricing was much lower than other bids that came in. Seems to be a good product for a good price.

As far as IT projects go - this one has been pretty smooth. On time to be using Jail Tracker by November.

Cons: None yet.

Macomb Co-

From: ja-mi...@googlegroups.com <ja-mi...@googlegroups.com> on behalf of twil...@shiawassee.net <twil...@shiawassee.net>
Sent: Wednesday, April 27, 2022 12:19 PM
To: ja-michigan <ja-mi...@googlegroups.com>
Subject: [ja-michigan] Jail Tracker

We are looking at Jail Tracker, I know there are a few agencies that have this and curious of thoughts, pros and cons.

Lt. Willson

365 Suite Annual Subscription

Budgetary Estimate

Actual quote may vary based on selected modules and number of users

Module	License Type	Qty	List Price	Extended Price	Discount	Final Price	Core Solution	
JMS								
365™ JMS	Site	1	\$98,000.00	\$98,000.00	-\$30,000.00	\$68,000.00	\$68,000.00	
365™ Mugshot	Site	1	\$12,000	\$12,000	-\$6,000.00	\$6,000.00		
Subtotal - JMS						\$74,000.00	\$68,000.00	
NCIC								
365™ NCIC Application for MDT/PC + NCIC Mobile App (Android & iOS)	Site	1	\$7,200.00	\$7,200.00	-\$4,800.00	\$2,400.00		
365™ NCIC State Message Switch	Site	1	\$9,000.00	\$9,000.00	-\$2,500.00	\$6,500.00		
Subtotal - NCIC						\$8,900.00	\$0.00	
Interfaces								
JMS - LiveScan Interface	Site	1	\$6,000.00	\$6,000.00	-\$1,200.00	\$4,800.00		
JMS - VINE Interface	Site	1	\$6,000.00	\$6,000.00	-\$1,200.00	\$4,800.00		
JMS - Commissary Interface	Site	1	\$6,000.00	\$6,000.00	-\$1,200.00	\$4,800.00		
JMS - Inmate Phone Interface	Site	1	\$6,000.00	\$6,000.00	-\$1,200.00	\$4,800.00		
Subtotal - Interfaces						\$19,200.00	\$0.00	
Public Safety Cloud								
PUBLIC SAFETY CLOUD COMPUTE & STORAGE - Azure GovCloud	Site	1	\$36,000.00	\$36,000.00	\$0.00	\$36,000.00	\$36,000.00	
Subtotal - Public Safety Cloud						\$36,000.00	\$36,000.00	
SubTotal						\$138,100.00	\$104,000.00	
Vanguard Discount						15%	-\$20,715.00	-\$15,600.00
Total - 365 JMS Suite						\$117,385.00	\$88,400.00	

*Site is defined as the Jail Site

Budgetary Estimate

Actual quote may vary based on selected modules and number of users

Module	Qty	Unit Price	Extended Price	Core Solution
Software Implementation & Project Management				
JMS Implementation	1	\$16,000.00	\$16,000.00	\$16,000.00
Mugshot Implementation	1	\$3,000.00	\$3,000.00	
NCIC Implementation	1	\$4,000.00	\$4,000.00	
LiveScan Interface Implementation	1	\$6,000.00	\$6,000.00	
VINE Interface Implementation	1	\$6,000.00	\$6,000.00	
Commissary Interface Implementation	1	\$6,000.00	\$6,000.00	
Inmate Phone Interface Implementation	1	\$6,000.00	\$6,000.00	
Total - Software Implementation			\$47,000.00	\$16,000.00

Module	Days	Unit Price	Extended Price	Core Solution
Workshops, Training & Go-Live				
JMS Workshops, Training & Go-Live	10	\$1,400.00	\$14,000.00	\$14,000.00
Mugshot Workshops, Training & Go-Live	1	\$1,400.00	\$1,400.00	
Total - Workshops & Training			\$15,400.00	\$14,000.00

Minimum suggested. Additional time may be required based on individual agency needs.

Total \$62,400.00 \$30,000.00

Re: Fw: Lapeer County's EJail Database Size

Gary Lampe <gary.lampe@justicedatasolutions.com>

Tue 5/9/2023 11:22 AM

To: Steve Beebe <sbeebe@lapeercounty.org>; Keith <keith.lampe@justicedatasolutions.com>;

This is a review of your situation as I currently see it.

Your EJAIL System is currently being hosted by EJAIL. You do not have EJAIL on a server in Lapeer County.

That database contains inmate records dating back to only 2018. The WEB JAMIN database was not converted by XJAIL, thus you are now missing about 15 years of booking history.

So moving forward, do you want to have us host your system in our datacenter on one of our servers? Also since there was no conversion of the WEB JAMIN data into XJAIL, is it necessary to convert the data from the last 5 years? Half of your users are familiar with the use of WEB JAMIN, my thoughts are we can do training via the Web. Four training sessions of 2 hours each.

Here is the costs for moving forward with the implementation of Web JAMIN for your jail:

Data Conversion(optional)	\$20,000.00	
Web JAMIN Software	\$15,000.00	Includes four(4) training sessions
Annual Support	\$10,000.00	
Annual Hosting(optional)	\$ 6,000.00	
Total Investment	\$51,000.00	

After Year One		
Annual Support	\$10,000.00	
Annual Hosting(optional)	\$ 6,000.00	
Total Annual Costs	\$16,000.00	

If you have your old Web JAMIN database available on a server or if you have a backup of that database, we can populate your system with that booking history.

We can take you live as soon as you determine if you want us to host your system or if it will reside on a server within Lapeer County. We will need to schedule training for your staff. Ater they are trained they can then proceed to book the current inmates into the system. This will certainly be beneficial to your new users.

Let me know your thoughts. Starting in June we are implementing Erie County, PA. They are a 750 bed jail. Our next opportunity if we can't get this implemented by June 5th, will be after August 1st.

Call me directly on my cell if you like. 330-322-9050

Gary Lampe, President
Justice Data Solutions

TEL: 866-796-4447 ext. 1
FAX: 800-225-0690
Email: gary.lampe@justicedatasolutions.com

NOTICE OF CONFIDENTIALITY: This email message, inclusive of any attachments transmitted with it, is confidential and intended solely for the use of the individual or entity to whom it is addressed. If you are not the named addressee you must not disseminate, distribute, copy or convey in any way this e-mail, its contents and/or attachments. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are hereby notified that any use of this email, its



Quote LAP050620235Y

Notice Date: May 15, 2023
 Expiration Date: May 31, 2023

JailTracker
 Jill McCready
 jmccready@harriscomputer.com
 2160 N. Main Street, Suite C2
 Newcastle, OK 73065
 Phone: 517-237-3744

Lapeer County Jail
 Lt. Steve Beebe
 beebe@lapeercounty.org
 3231 John Conley Drive
 Lapeer, MI 48446
 Phone: 810-667-0445

Dear Lt. Beebe,

As requested, I am providing you with a quote to move from eJail to JailTracker.

License				
Product	Description	Qty	Unit Price	Total
JailTracker	OMS Base, Scheduling, Document Imaging, Fleet Management, Dashboard	1	\$ 24,250.00	\$ 24,250.00
Trade-In	Trade-In eJail software	1	\$ (24,250.00)	\$ (24,250.00)
Interfaces	Canteen, CPC, Genesis, VINE, Diamond Pharmacy	1	\$ 20,000.00	\$ 20,000.00
Trade-In	Trade-In eJail software	1	\$ (20,000.00)	\$ (20,000.00)
Subtotal				\$

Services				
Services	Description	Qty	Unit Price	Total
Installation	Installation of JailTracker v22.8.H.8	4	\$ 250.00	\$ 1,000.00
DC	Data Conversion from eJail	50	\$ 250.00	\$ 12,500.00
DV	Validation of converted data	4	\$ 250.00	\$ 1,000.00
Website	Standard Website	5	\$ 250.00	\$ 1,250.00
PM	Set up interfaces between JailTracker and third party	30	\$ 250.00	\$ 7,500.00
Training	Remote Training	4	\$ 250.00	\$ 1,000.00
Training	Remote Training Discount	4	\$ (250.00)	\$ (1,000.00)
Subtotal				\$ 23,250.00

Maintenance				
Item	Description	Qty	Unit Price	Total
Maintenanc	Annual maintenance of JailTracker and Interfaces May 2023-April 2024	1	\$ 7,170.00	\$ 7,170.00
Web	Annual renewal of domain	1	\$ 60.00	\$ 60.00
Subtotal				\$ 7,220.00

TOTAL				\$ 30,470.00
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Multi-year Maintenance quote (billed annually)				
Item	Description	Qty	Unit Price	Total
Year 2	May 2024 - April 2025	1	\$ 7,670.00	\$ 7,670.00
Year 3	May 2025 - April 2026	1	\$ 8,205.00	\$ 8,205.00
Year 4	May 2026 - April 2027	1	\$ 8,780.00	\$ 8,780.00
Year 5	May 2027 - April 2028	1	\$ 9,395.00	\$ 9,395.00
Subtotal				\$ 34,050.00

Billing Terms			Total
Year	Description		
6/1/2023	Year 1 MN \$7,220, 1/3 of Services \$7,750		\$ 14,970.00
3/1/2024	Year 2 MN \$7,670, 1/3 of Services \$7,750		\$ 15,420.00
3/1/2025	Year 3 MN \$8,205, 1/3 of Services \$7,750		\$ 15,955.00
3/1/2026	Year 4 MN \$8,780		\$ 8,780.00
3/1/2027	Year 5 MN \$9,395		\$ 9,395.00
TOTAL			\$ 64,520.00

- Maintenance begins the date this quote is signed.
- This quote incorporates by reference the following documents between COLOSSUS, INCORPORATED (herein referred to as 'JailTracker') and Customer: 1) Master Purchase, License & Services Agreement; 2) JMS SaaS Agreement; 3) Hosting Services Agreement 4) End User License Agreement; 5) Software Maintenance; and/or 6) Statement of Work, as applicable.
- Any purchase order provided by Customer is valid only for purposes of identifying the 'bill to' and 'ship to' addresses. No additional terms contained within the purchase order shall be binding on JailTracker.
- Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by JailTracker and/or the Customer to execute this Order Authorization on JailTracker's and/or the Customer's behalf.
- Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
- Transmission of images of signed quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

JailTracker
 Signature _____
 Name _____
 Title _____
 Date _____

Customer
 Signature _____
 Name _____
 Title _____
 Date _____



Quote LAP050620235Y

Notice Date: May 8, 2023
 Expiration Date: May 31, 2023

JailTracker
 Jill McCreedy
 jmccreedy@harriscomputer.com
 2160 N. Main Street, Suite C2
 Newcastle, OK 73065
 Phone: 517-237-3744

Lapeer County Jail
 Lt. Steve Beebe
 beebe@lapeercounty.org
 3231 John Conley Drive
 Lapeer, MI 48446
 Phone: 810-667-0445

Ask Jail Tracker if we host on server about price

*2023
1
2024
Year.
price*

Dear Lt. Beebe,

As requested, I am providing you with a quote to move from eJail to JailTracker.

*\$ 3,200
+
7,200*

License				
Product	Description	Qty	Unit Price	Total
JailTracker	CMS Base, Scheduling, Document Imaging, Fleet Management, Dashboard	1	\$ 24,250.00	\$ 24,250.00
Trade-in	Trade-in eJail software	1	\$ (24,250.00)	\$ (24,250.00)
Interfaces	Canteen, CPC, Genesis, VINE, Diamond Pharmacy	1	\$ 20,000.00	\$ 20,000.00
Trade-in	Trade-in eJail software	1	\$ (20,000.00)	\$ (20,000.00)
Subtotal				\$ -

64,500

*\$ 18,845
\$ 19,285*

Services				
Services	Description	Qty	Unit Price	Total
Installation	Installation of JailTracker v22.8.14.8	4	\$ 250.00	\$ 1,000.00
CC	Data Conversion from eJail	50	\$ 250.00	\$ 12,500.00
DV	Validation of converted data	4	\$ 250.00	\$ 1,000.00
Website	Standard Website	5	\$ 250.00	\$ 1,250.00
PM	Set up interfaces between JailTracker and third party	30	\$ 250.00	\$ 7,500.00
Training	Remote Training	4	\$ 250.00	\$ 1,000.00
Training	Remote Training Discount	4	\$ (250.00)	\$ (1,000.00)
Subtotal				\$ 23,250.00

*2023
2024*

Maintenance				
Item	Description	Qty	Unit Price	Total
Maintenance	Annual maintenance of JailTracker and Interfaces	1	\$ 7,170.00	\$ 7,170.00
Hosting	Annual hosting services	1	\$ 5,000.00	\$ 5,000.00
Web	Annual renewal of domain	1	\$ 50.00	\$ 50.00
Subtotal				\$ 12,220.00

2023

TOTAL \$ 35,470.00

OPTIONAL - Multi-year Maintenance quote (billed annually)				
Item	Description	Qty	Unit Price	Total
Year 2	May 2024 - April 2025	1	\$ 7,670.00	\$ 7,670.00
Year 3	May 2025 - April 2026	1	\$ 8,205.00	\$ 8,205.00
Year 4	May 2026 - April 2027	1	\$ 8,780.00	\$ 8,780.00
Year 5	May 2027 - April 2028	1	\$ 9,395.00	\$ 9,395.00
Subtotal				\$ 34,050.00

- Maintenance begins the date this quote is signed.
- This quote incorporates by reference the following documents between COLOSSUS, INCORPORATED (herein referred to as 'JailTracker') and Customer: 1) Master Purchase, License & Services Agreement; 2) JMS SaaS Agreement; 3) Hosting Services Agreement 4) End User License Agreement; 5) Software Maintenance; and/or 6) Statement of Work, s applicable.
- Any purchase order provided by Customer is valid only for purposes of identifying the 'bill to' and 'ship to' addresses. No additional terms contained within the purchase order shall be binding on JailTracker.
- Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by JailTracker and/or the Customer to execute this Order Authorization on JailTracker's and/or the Customer's behalf.
- Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
- Transmission of images of signed quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

JailTracker
 Signature _____
 Name _____
 Title _____
 Date _____

Customer
 Signature _____
 Name _____
 Title _____
 Date _____

Master Agreement for JailTracker Transition

This Master Agreement for JailTracker Transition (the "Master Agreement"), is entered into on the last date of signature below (the "Effective Date") by and between _____, with its principal place of business at _____ ("Customer") and COLOSSUS, INCORPORATED, a North Carolina corporation with its principal place of business at 102 West Third Street, Suite 750, Winston-Salem, NC 27101 ("Colossus"). Customer and Colossus are referred to individually as a "party" and collectively as the "parties."

WHEREAS, Customer is a former customer of E-Jail LLC pursuant to which it entered into an agreement with E-Jail LLC to access and use the eJail Offerings;

WHEREAS, E-Jail LLC has terminated Customer's agreement pursuant to that Order of the U.S. District Court for the Western District of Kentucky dated June 17, 2022 ("Court Order"), which determined that Colossus is the legal entity that owns and has the right to market, sell, and distribute the eJail Offerings;

WHEREAS, Colossus is the legal entity that markets, sells and distributes the JailTracker™ Offerings under the platform of the Global Safety business unit.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement to Use JailTracker.** Customer agrees to execute the attached Exhibit 1, which is a Software as a Service Agreement or a License Agreement for the use of JailTracker, and to enter into an Order Form for a duration of no less than one (1) year.
2. **Access to eJail During Transition Period.** Customer acknowledges and agrees that success and timeliness of the implementation process may be dependent on the condition of the eJail Offerings and the nature of the data extraction process, which are not under Colossus' control. During the time period after the Effective Date until implementation is completed ("the Transition Period"), Colossus will continue to make available to Customer the eJail Offerings, under the terms set forth in the attached Exhibit 2. Upon the conclusion of the Transition Period, the agreement contained in Exhibit 2 shall automatically terminate. Section 13 of Exhibit 2 shall govern the effects of said termination.
3. **Cooperation.** Customer shall cooperate with Colossus to ensure the success and timeliness of the implementation process and shall not take any action or assist others in taking any action which unreasonably extends the Transition Period.
4. **Waiver and Release.** Customer further waives and releases any and all rights, demands, claims or causes of action it may have at law or in equity, or granted by statute against Colossus relating to or arising out of the provision of the eJail Offerings or any services rendered prior to the Effective Date of this Agreement or relating to or arising out of the condition of the eJail Offerings as of the Effective Date of this Agreement.
5. **General.**
 - a. **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina and the federal laws of the United States applicable therein, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts that serve Forsyth County, North Carolina. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the

United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Customer and Colossus hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Colossus in connection therewith or contemplated thereby.

- b. **Mediation:** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software license agreements, including software-as-a-service agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.
- c. **Notice:** Colossus may give notices related to this Agreement by means of a general notice on the Services, an electronic mail to the Customer's e-mail address on record in the Company's account information, or by written communication sent via first class mail to Customer's billing address on record in the Company's account information. Customer's notices to Colossus related to this Agreement shall be in writing and sent by courier or first class mail to the address at Colossus, Incorporated, Attn: Legal Notice, 102 W. 3rd Street, Suite 750, Winston-Salem, NC 27101, or as otherwise listed on the Company's website. Such notice, between the parties, shall be deemed to have been given upon the expiration of 72 hours after being sent. Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section.
- d. **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of United States.
- e. **Entire Agreement:** This Agreement together with the Exhibits attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any purchase orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.
- f. **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized

representative of the waiving party.

- g. **Assignment:** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of Colossus. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- h. **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- i. **Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Colossus and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- j. **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- k. **Equitable Relief:** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to Colossus arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, Colossus will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- l. **Force Majeure:** No default, delay or failure to perform on the part of Colossus shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, lockout or other labor dispute, riots, civil disturbances, actions or inactions concerning government authorities, pandemic, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, default of a common carrier, or other disasters or events. Performance times shall be considered to be extended for a period of time equivalent to the time lost because of such delay.
- m. **Survival:** Sections 4 (Waiver and Release), 5 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- n. **Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS.]**

IN WITNESS WHEREOF, Colossus and the Customer have duly executed this Agreement.

COLOSSUS, INCORPORATED

Customer

Signature

Signature

Name

Name

Title

Title

Date

Date



Colossus, Incorporated
MASTER PURCHASE, LICENSE & SERVICES AGREEMENT

This *Master Purchase, License & Services Agreement* which includes the attached Exhibits (this "Agreement") is between **Colossus, Incorporated ("Colossus")**, and **("Customer")**. This Agreement sets forth the terms and conditions under which Colossus will furnish the JailTracker™ Offerings described on a Quotation /Order Form and/or Statement of Work executed by the Parties to Customer.

WHEREAS, Colossus, Incorporated is the legal entity that markets, sells and distributes the JailTracker™ Offerings under the platform of the Global Public Safety business unit.

NOW THEREFORE, in consideration of the mutual covenants set out in Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

The attached Exhibits include:

Exhibit A.....MILESTONE PAYMENT SCHEDULE

Exhibit B.....STANDARD SOFTWARE MAINTENANCE SERVICES

Customer	_____	Contact:	_____
Address:	_____	Email:	_____
	_____	Phone:	_____
	_____	Mobile:	_____

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. This Agreement shall apply to Customer's purchase and license of Software or Services (collectively, "JailTracker Offerings") described on a Quotation/Quotation/Order Form and/or Statement of Work executed by the parties. After execution of this Agreement, Customer may from time to time purchase additional JailTracker Offerings by executing additional Quotation/Quotation/Order Forms and/or Statement of Works with JailTracker. Customer's Affiliates may also order Systems and additional JailTracker Offerings hereunder by signing a mutually agreeable Quotation/Quotation/Order Form and/or Statement of Work incorporating this Agreement and reflecting such Affiliate's agreement to be bound by all of the terms and obligations applicable to the Customer under this Agreement. Customer agrees that, unless it is prohibited by law from doing so, Customer shall be liable for any breach by its Affiliates of this Agreement or of any Quotation/Order Form and/or Statement of Work executed by its Affiliates. The parties executing this Agreement on behalf of JailTracker and the Customer each warrant that [he][she] is duly authorized by their respective party to execute this Agreement on behalf of their respective party and so bind them to the terms and conditions noted herein.

ACKNOWLEDGED AND AGREED TO BY:

Colossus, Incorporated

By: _____
Name: _____
Title: _____
Date: _____

By: _____
 Authorized Signature Title
By: _____
 Authorized Signature Title
Date: _____

1. Definitions.

"AFFILIATE" shall mean the following, as applicable:

If Customer is not a government body or entity, then "Affiliate" shall mean an entity which, as of the Effective Date, controls, is controlled by or is under common control with the Customer. For the purpose of this definition, "control" means the legal or beneficial ownership of (a) fifty percent (50%) or more of the outstanding voting stock of a corporation, (b) fifty percent (50%) or more of the equity of a limited liability company, partnership or joint venture or (c) a general partnership interest in a partnership or joint venture. If Customer is an agency or department of a state, then "Affiliate" shall mean any other agency or department of such state and any county, city, town or municipality in such state. If Customer is a Council of Governments, then "Affiliate" shall mean any government body or entity on behalf of which Customer is entering into this Agreement, provided that Customer has disclosed the identity of such government body or entity to JailTracker prior to the execution hereof.

"APPLICATION RELATED SOFTWARE" shall mean all JailTracker computer software developed by JailTracker and/or JailTracker's partners, resellers, OEM or distributors for which said computer software is designed to help the end-user to perform specific tasks, and which computer software is listed on a Quotation/Order Form.

"AUTHORIZED COPIES": Except as provided in Section 2, the only authorized copies of the Software and Documentation are the copies of each application software package defined in this Paragraph. They are:

- a. The single copy of the Software and the related Documentation delivered by JailTracker under this Agreement; and
- b. Any additional copies made by Customer as authorized under Section 2.

"CONFIDENTIAL INFORMATION": Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

"CUSTOMER LIAISON": A Customer employee assigned to act as liaison between Customer and JailTracker for the duration of the Agreement. Within ten (10) days of the Effective Date, Customer shall notify JailTracker of the name of the Customer Liaison.

"CUT LIVE" shall mean the moment a Customer begins using the JailTracker software in production.

"DOCUMENTATION" shall mean the reference, installation, administrative and programmer manuals relating to the use of the Software delivered by JailTracker to Customer with the Software. Documentation shall not include marketing materials.

"EFFECTIVE DATE" shall mean the latter of the two dates in the above signature block.

"QUOTATION/ORDER FORMS" shall mean the JailTracker ordering schedules which are signed by JailTracker and Customer (or a Customer Affiliate) to place orders for JailTracker's Application Related Software products or Services under this Agreement

"SERVICES" has the meaning set forth in Section 9 below.

"SITE" shall mean a specific, physical location of Customer's business at which the System is deployed as set forth in the applicable Quotation/Order Form.

"SOFTWARE" shall mean all or any portion of the Application Related Software product(s) and Documentation provided by JailTracker to Customer, whether in machine-readable or printed form, which application software product(s) are listed in the applicable Quotation/Order Form and all corrections, updates, upgrades, and enhancements thereto.

"SSMS": The JailTracker Standard Software Maintenance Services as set forth in Exhibit B.

"STATEMENTS OF WORK" or "SOWs" shall mean statements of work which are signed by JailTracker and Customer (or a Customer Affiliate) to place orders for professional services to be performed by JailTracker under this Agreement.

"SUPPORTED SOFTWARE" shall mean Software for which Customer is entitled to receive Software Maintenance.

"SYSTEM" shall mean the Software and Services described in the applicable Quotation/Order Form or Statement of Work.

"Sublicensed Software" shall mean those components of the Application Related Software that are sublicensed by JailTracker.

"SYSTEM CHARGE" shall mean collectively, as specified in each Quotation/Order Form or Statement of Work (as applicable), fees for Software licenses and fees for installation, training and other services.

"THIRD PARTY SOFTWARE" shall mean the software necessary for the Equipment to function properly to allow the Application Related Software to operate on the Equipment, and shall include (I) Open Source software provided to Customer by JailTracker; (II) operating system software and database software; and (III) Software that the copyrights therein are owned by a party other than JailTracker and installed on or included with Equipment at the time that such Equipment is purchased by JailTracker. This definition of Third Party Software expressly excludes any products that are considered Application Related Software.

"UPGRADE" shall mean any enhanced and/or improved versions of the Software released after execution of this Agreement.

2. **Software License and Restrictions.** Contingent upon Customer's compliance with the terms of this Agreement and with all Site, User and use restrictions detailed in a SOW or Quotation/Order Form, JailTracker grants to Customer a perpetual (subject to Paragraph 12), non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Software solely for Customer's internal purposes. Customer shall not copy the Software except that Customer may create a limited number of copies of the Software as reasonably necessary for archival or back-up purposes. Customer shall not sublicense,

redistribute or otherwise allow third parties to use the Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Software for Customer's use, nor will Customer host for others or otherwise make the Software available for use by others. Customer will not modify or prepare derivative works of the Software. Customer will not reverse compile, reverse engineer or reverse assemble the Software or otherwise attempt to derive or obtain any portion of the Software source code. If Customer fails to pay all fees specified in Exhibit A, then Customer shall forfeit the right and license to use the System and shall return them to JailTracker.

3. Installation and Training. JailTracker will provide the installation services and training services specified in a Quotation/Order Form or Statement of Work. Customer will provide prompt and reasonable access to Customer's information, documentation, facilities, equipment, hardware and personnel as requested by JailTracker to facilitate JailTracker's performance of the installation services and training services.

4. Maintenance.

a. Software Maintenance. Subject to Customer's payment of the applicable maintenance fees ("Software Maintenance Fees") to JailTracker, JailTracker will provide maintenance, software correction and support services for the Software, excluding third party software and Project Deliverables, (such services, "Software Maintenance") during the term of Customer's SSMS and the concurrent warranty period. Software Maintenance will be provided in accordance with JailTracker's SSMS, in effect as of the Effective Date and attached hereto as Exhibit B.

b. No Additional Maintenance. JailTracker will have no obligation to provide any maintenance or support services beyond such Software Maintenance as Customer may be entitled to receive by virtue of having paid the associated fees unless such maintenance or support services are expressly set forth in a Quotation/Order Form or Statement of Work.

d. Maintenance Lapse. Customer will not be eligible to receive Software Maintenance unless Customer has received such maintenance continuously from the Effective Date or Customer first pays to JailTracker the fees that would have been paid to JailTracker by Customer for any period in which Customer did not elect to receive such maintenance. If this Agreement terminates or Customer discontinues Software for any reason, and then subsequently desires (with JailTracker's permission) to purchase or reactivate Software in the future, such repurchase or reactivation will be at the prevailing rates at the time of repurchase or reactivation. However, in the event the Software has been updated or replaced by JailTracker in the interim period, JailTracker will have to install the new/updated Software for which the Customer could incur an installation charge and a Software license charge.

5. Fees & Additional Purchases.

a. Payment Terms. The attached Exhibit A sets forth the manner in which fees and payments will be allocated and made under this Agreement. Customer will pay without deduction or set-off the fees set forth on the Quotation/Order Form for each JailTracker Offering purchased or licensed by Customer and services ordered under any Statement of Work. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on JailTracker's net income) assessed on the JailTracker Offerings. To the extent Customer imposes additional requirements on JailTracker for Services other than those expressly provided in this Agreement, JailTracker retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, JailTracker will notify Customer that the Services are subject to additional charge(s).

b. If Customer wishes to add additional JailTracker Offerings, Customer agrees to pay the additional fees at the then current Software and Services prices in effect. Software Maintenance Fees shall be increased according to the additional Software fees on the next annual billing date after the additional Software is added. With said payment, the license provided in Section 2 permits Customer's use of the Software.

c. Annual Software Maintenance Fees. Customer shall pay without deduction or set-off annual Software Maintenance Fee(s), referred to herein as "Annual Maintenance Fee(s)" as set forth on the Quotation/Order Form for each JailTracker Offering purchased or licensed by Customer. JailTracker reserves the right to increase Customer's Annual Maintenance Fees on the anniversary of Customer's Software renewal. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on JailTracker's net income) assessed on Customer's Annual Maintenance Fees. If Customer fails to pay such invoice within thirty (30) days, or the SSMS lapses for any other reason, a reinstatement fee may be charged in addition to the annual support and maintenance fee. JailTracker reserves the right to deliver all invoices to Customer via email.

d. Exclusions. The System Charge does not include, and Customer agrees to pay, any additional sums for:

- (i) Software, third party software and services not included as part of the System Charge and requested by Customer (including software changes or reconfiguration).
- (ii) Services required by or incurred due to: (1) incomplete site preparation, in accordance with an agreed-upon schedule; or (2) any third party software not furnished with the System that either fails to interface or integrate with the System or materially impairs the System's operation.
- (iii) All of JailTracker's direct, out-of-pocket travel and associated living expenses, including applicable travel policy per diems and other travel fees.
- (iv) Charges for shipping, freight, insurance, loading, unloading and storage associated with the delivery, installation and repair of the System.

6. Confidentiality.

a. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. Customer agrees to timely notify JailTracker of any request(s) made for disclosure of confidential information.

b. Customer hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to JailTracker. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard JailTracker's proprietary rights in the JailTracker Offerings, including without limitation the following measures:

(i) Customer shall only permit access to the JailTracker Offerings to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.

(ii) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(iii) Customer shall not attempt to disassemble, decompile or reverse engineer the Software.

c. In the event that a party is required by law to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior notice of such pending disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party shall cooperate with any attempts by the Disclosing Party to obtain such protective order or other appropriate remedy. In the absence of a protective order or a receipt of a waiver, the Receiving Party agrees to furnish only that portion of the Confidential Information that it is legally required to disclose and such disclosure shall not be a breach of this Agreement.

d. Notwithstanding the foregoing: nothing herein shall be construed as to prevent JailTracker or its employees from providing services or developing materials that are similar or identical to or competitive with those developed or provided under this Agreement; JailTracker may disclose Customer's Confidential Information to contractors engaged by JailTracker to assist in the performance of any Services hereunder; JailTracker may disclose to its licensors Customer's identity and such other information regarding Customer's use of the Software as such licensors may require be disclosed by JailTracker; and JailTracker may use any ideas, concepts, know-how and techniques used, discovered or reduced to practice while furnishing JailTracker Offerings to Customer for the benefit of JailTracker and other JailTracker customers.

e. Customer agrees that in addition to any other remedies that may be available at law, equity or otherwise, JailTracker shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this Section 6 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

f. To the extent required by applicable law for CORE to perform its services set forth herein, CORE adheres to FBI Criminal Justice Information Services ("CJIS") policies including, but not limited to, the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7).

7. Ownership.

a. Except for the limited license set forth herein, all rights, title and interests to and in the Software and Services, including without limitation all trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights therein, are reserved and will remain the exclusive property of JailTracker or its licensors. Customer will not take any action that jeopardizes JailTracker's or its licensors' proprietary rights. Customer acknowledges and agrees that it acquires no right in the Software, except the limited use license specified in Section 2 above. JailTracker and its licensors, as applicable, will own all rights in any Authorized Copies of the Software made by Customer. Customer agrees to take, at JailTracker's sole expense, any actions reasonably requested by JailTracker to reflect, confirm or perfect such rights in JailTracker's or an applicable licensor's name.

8. Warranty, Indemnity, Remedies.

a. Software Warranty. JailTracker warrants, for Customer's benefit only, that Supported Software will perform substantially in accordance with the Documentation for a period of one (1) year after the date on which Customer's license for such Supported Software is i) initially installed by JailTracker per the Quotation/Order Form and SOW, or ii) if by Customer, initially delivered to Customer by JailTracker. JailTracker's warranty shall not apply to Supported Software that has been modified by Customer or third parties, or to Supported Software that is installed on computer systems not approved by JailTracker. Customer agrees to notify JailTracker in writing before expiration of the preceding period of the failure of any Supported Software to satisfy the foregoing warranty and, after verification thereof by JailTracker, JailTracker will undertake to correct any reported error in accordance with its Software Maintenance Guide. Customer acknowledges that the Software may not satisfy all of Customer's requirements and the use of the Software may not be uninterrupted or error-free. JailTracker warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to Customer the Supported Software provided hereunder.

b. Services Warranty. JailTracker warrants that: (i) it will perform the Services in a professional and workmanlike manner; and (ii) the Project Deliverables will perform substantially in accordance with the specifications set forth in the applicable Statement of Work and applicable Documentation for a period of 30 days after delivery to Customer. Customer agrees to notify JailTracker in writing before expiration of the preceding period of the failure of any Project Deliverable to satisfy the foregoing warranty and, after verification thereof by JailTracker, JailTracker will undertake to correct any reported error in accordance with its Software Maintenance Guide.

- d. Indemnity.** If a lawsuit is brought against Customer claiming the Software infringes a U.S. copyright or misappropriates a third party trade secret, JailTracker will defend Customer in the lawsuit at JailTracker's expense, and JailTracker will pay the damages and costs finally awarded against Customer or agreed upon in settlement in the action, but only if: (i) Customer notifies JailTracker in writing promptly upon learning that a claim may be asserted, but in any case not later than five (5) days after Customer receives notice of such lawsuit; (ii) Customer grants JailTracker sole control over the defense of the claim and any negotiation for its settlement or compromise; (iii) Customer accepts any remedial actions provided by JailTracker pursuant to Paragraph 8(e) below; and (iv) Customer provides assistance as JailTracker reasonably requests. JailTracker's obligation to indemnify and save Customer harmless under this Section is void if the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by JailTracker.
- e. Other Rights.** In the event of a claim under Paragraph 8(d) above, JailTracker shall have the rights to: (i) replace the Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Customer the right to continue using the affected Software; and (iii) if JailTracker determines that the foregoing actions set forth in clauses (i) and (ii) of this Paragraph 8(e) are not reasonably practicable or commercially reasonable, terminate Customer's license to use the Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date the Software was first licensed by Customer, refund to Customer a pro-rata portion of the license fees paid for the Software based on a five (5) year straight-line depreciation schedule commencing upon such date. Paragraph 8(d) and this Paragraph 8(e) state Customer's exclusive remedy, and JailTracker's exclusive liability, for any claim of infringement or misappropriation.
- f. Limitations.** JailTracker will have no obligation to Customer under this Paragraph 8 if: (i) any portion of the Software has been modified after delivery to Customer by any party other than JailTracker (ii) Customer does not promptly install each Upgrade, update and other fix or error correction provided to Customer by JailTracker or its licensors or equipment manufacturers; (iii) an alleged infringement or misappropriation or warranty failure is based upon the combination of the Software with any software or equipment not provided to Customer by JailTracker; or (iv) an alleged infringement or misappropriation or warranty failure was caused by JailTracker's compliance with Customer's instructions or upon the incorporation of computer code or other materials into the Software or equipment at Customer's request.
- g. Third Party Software.** Customer acknowledges and agrees that Third Party Software provided to Customer by JailTracker is provided to Customer pursuant to the terms of the licensor's applicable license, and Customer agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law. In the event that any Third Party Software provided by JailTracker to Customer requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Customer acknowledges and agrees that JailTracker may act as an agent on Customer's behalf in accepting and executing such license or agreement on behalf of Customer. JAILTRACKER PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 8 DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY THIRD PARTY SOFTWARE. Customer acknowledges it must look exclusively to the manufacturer of the Third Party Software for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Third Party Software.
- h. High Risk Activities.** The JailTracker Offerings and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the JailTracker Offerings or Project Deliverables could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). Customer represents that it is not acquiring any of the JailTracker Offerings for use with High Risk Activities and Customer agrees that JailTracker shall have no liability of any kind relating to any JailTracker Offering used in High Risk Activities.
- i. Compliance with Laws.** Customer agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to Customer's use of the Systems, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders. Customer shall defend, indemnify, pay and hold harmless JailTracker from and against all loss and liability arising out of or relating to Customer's failure to comply with such applicable U.S. and foreign laws, regulations or orders.
- j. WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, JAILTRACKER MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE, SERVICES, JAILTRACKER OFFERING(S) OR ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND JAILTRACKER EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE.
- k. Publication of Data.** Customer agrees that it is responsible for the content published on a website hosted by JailTracker and Customer will indemnify and hold harmless JailTracker and any of its officers, directors, affiliates, employees, or parent companies from and against any loss, cost, damage, claim, expense, or liability, arising out of or in connection with anyone's use of the information described and/or contained on such website, including but not limited to any improper or incorrect use of the information or any defamatory, offensive, or illegal conduct of other users or third parties. Upon JailTracker's request, Customer shall defend any suit asserting a claim for any loss, damage, or liability specified above, and Customer shall pay all costs (including any attorneys' fees) that may be incurred in connection with any claim or suit.

9. **Additional Professional Services.** JailTracker will provide the professional services described in each Statement of Work signed by the parties (the "Services"). Customer agrees that each such Statement of Work incorporates by reference the terms and conditions of this Agreement and constitutes a separate agreement for the purchase of Services. Any change in the scope of Services must be agreed upon in writing by JailTracker and Customer, and may result in additional fees and scheduling changes, as determined by JailTracker. If specified in a Statement of Work, JailTracker will provide to Customer deliverable(s) created specifically for Customer (any such deliverables provided to Customer by JailTracker being referred to herein as the "Project Deliverable"). Unless otherwise set forth in a Statement of Work or in this Agreement, Project Deliverables shall be deemed to be part of the Software for purposes of this Agreement. During installation of the System or any Project Deliverables, the Customer shall have the same responsibilities as are outlined in Section **Error! Reference source not found.** of the Software Maintenance Guide (EXHIBIT B, attached), including but not limited to the Customer's responsibility to provide JailTracker with secure high speed remote access to all servers and work stations running the Software. Customer will grant access rights to all JailTracker personnel so designated by JailTracker as authorized by JailTracker to need access rights.

10. Acceptance Testing.

a. Acceptance Testing Procedure. In the event a Quotation/Order Form specifies that Customer's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: Customer will be entitled to test the Software and Project Deliverable as applicable to determine if they operate in accordance with, and otherwise conforms to the mutually agreed upon criteria ("Acceptance Criteria"). If acceptance testing is a required term in a Quotation/Order Form but the period or procedures for such acceptance testing are not specified on the Quotation/Order Form, then (i) Customer will have thirty (30) days from the date the Software/Project Deliverable is delivered to Customer in which to complete all acceptance testing, and (ii) Customer may use its own internal test procedures and any sample input. Acceptance of the Software/Project Deliverable shall not be deemed to constitute a waiver by Customer of any rights it may have based on JailTracker's warranties. If no Acceptance Criteria are set forth in a Quotation/Order Form or SOW, then the Acceptance Criteria shall be that the Software/Project Deliverables perform in substantial compliance with the applicable Documentation.

b. Acceptance or Rejection. If Customer determines the Project Deliverable/Software (as applicable) successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, Customer will notify JailTracker that Customer accepts the Software/Project Deliverable within ten (10) days of the completion of the applicable testing period. If Customer determines the Software/Project Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then Customer will provide JailTracker with a notice describing the nonconformance to the Acceptance Criteria within ten (10) days of the completion of the applicable testing period. JailTracker will have thirty (30) days from the date it receives Customer's notice of the nonconformance to correct (at no additional cost to Customer) the Software/Project Deliverable. When JailTracker re-delivers the Software/Project Deliverable, Customer will be entitled to repeat the testing process. The Software/Project Deliverable ordered on any Quotation/Order Form will be deemed to have been accepted by Customer if (i) Customer does not provide JailTracker with a written notice of nonconformance to the Acceptance Criteria within ten (10) days after expiration of the applicable testing period, or (ii) the Software/Project (as applicable) is put into production use by the Customer.

11. LIABILITY LIMITATION. JAILTRACKER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES ARE SET FORTH HEREIN. UNDER NO CIRCUMSTANCES WILL JAILTRACKER BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS OR COSTS OF COVER, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF WHETHER SUCH DAMAGES ARE ASSERTED TO ARISE OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS AND DAMAGE TO EQUIPMENT. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL JAILTRACKER OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (I) WITH RESPECT TO SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (II) WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE JAILTRACKER, NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE.

12. Term and Termination. The term of this Agreement will commence upon the Effective Date and shall continue until terminated pursuant to the provisions herein (such period, the "Term").

a. If Customer fails to make prompt payments to JailTracker when invoiced, including but not limited to all fees specified in Exhibit A or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Section 15, then JailTracker may at its option terminate this Agreement with written notice as follows:

(i) The termination notice shall define the reason for termination;

(ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;

(iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;

(iv) During the applicable cure period, JailTracker will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;

(v) At the end of the applicable cure period, unless the termination has been revoked in writing by JailTracker, the Agreement terminates.

b. In the event of termination, JailTracker shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

c. Upon termination under Subparagraph 12.a, Customer shall return to JailTracker all Licensed Products, including any copies provided to or created by Customer under this Agreement. If termination is for lack of payment, Customer shall return all tangible JailTracker Offerings identified on the Quotation/Sales Order Form.

d. The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, dispute resolution and the General provisions, survive termination.

13. Mediation.

a. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

b. Nothing in this Section 13 shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in North Carolina shall be the exclusive courts in which either party may seek such relief.

14. Assignment. Customer may not assign this Agreement without the prior written consent of JailTracker, which consent shall not be unreasonably withheld. JailTracker may assign this Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party. JailTracker may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

15. Customer Liaison and Customer Responsibilities

The successful implementation of the Licensed Products into Customer's environment requires Customer's commitment to and cooperation in the implementation process. Accordingly, Customer hereby agrees to the following:

a. Customer understands that Customer is responsible for procuring its own equipment;

b. Customer understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment;

c. Customer is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

d. Customer agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in Customer's organization, Customer's operations and/or after changes in Customer's internal policies or procedures which directly affect the software implementation.

e. Customer shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If Customer must replace the Customer Liaison for reasons beyond its control, Customer will assign a new Customer Liaison as soon as reasonably possible. JailTracker is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

(i) provide timely answers to JailTracker's requests for information;

(ii) coordinate a mutually agreeable implementation and training schedule;

(iii) have authority to sign for and obligate Customer to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;

(iv) in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.

f. Customer is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

g. Customer shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in Customer's environment is Customer's sole responsibility.

16. General.

a. Customer will not knowingly transfer to parties that will subsequently re-export the Software to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an export license from the US Department of Commerce or any other agency or department of the United States Government, as required.

b. All notices required or provided hereunder shall be in writing and will be deemed given as of the day received either by receipted, nationwide overnight delivery service or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the addresses and attention of the representatives specified below with copy to each party's General Counsel.

c. The Software is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software-Restricted Rights* clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is JailTracker, and/or a third party as may be noted on the Quotation/Order Form and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by JailTracker herein, agree to and acknowledge the provisions of this Section 16.c, in writing.

d. Customer grants to JailTracker the right to use Customer's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

e. JailTracker and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.

f. Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.

g. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement, including the terms of Sections 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, and 17.

h. This Agreement will be governed by and interpreted in accordance with the laws of the State of North Carolina, excluding its conflict of law principles. JailTracker will be entitled to its reasonable attorneys' fees in addition to any other damages and amounts awarded to it in any action to collect unpaid fees owed pursuant to this Agreement.

i. No waiver, amendment or other modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought. The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

j. This Agreement and its schedules constitute the complete and entire statement of all terms, conditions and representations of the agreement between JailTracker and Customer with respect to its subject matter and supersede all prior writings or understandings, including any prior agreement regarding confidentiality that may have been entered into by the parties.

k. This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

Colossus, Incorporated

EXHIBIT A: MILESTONE PAYMENT SCHEDULE

JailTracker provides the following milestone payment schedule for the Software, Equipment, Third Party Software and Services for each Subsystem listed on the Quotation/Order Form as follows:

Payments Regarding Quotation Number _____, Dated _____:

1. 100% hardware and (if any purchased) at signing of this Agreement
2. 50% of the total Quotation/Order Form at signing of this Agreement
3. 25% of the total Quotation/Order Form upon installation of the Software
4. 25% of the total Quotation/Order Form upon Go-Live of the Software
5. **Maintenance Service & Payments in Subsequent Years**
The term "Annual Maintenance" when used on a Quotation/Order Form designates fees associated with the annual fee for maintenance services only. Second year maintenance service for each System begins on the anniversary date of JAILTRACKER's installation of the Software at Customer's site as set forth in Exhibit B – Annual Maintenance Terms.
6. **Other Milestones**
 - a. Upon order the Customer shall pay JailTracker 50% of Custom Interfaces and Other Customizations.
 - b. Upon the beginning of Productive Use, the Customer shall pay JailTracker 50% of Custom Interfaces and Other Customizations.
 - c. Upon order the Customer shall pay JailTracker 100% of Change Orders.

Colossus, Incorporated

EXHIBIT B: Standard Software Maintenance Services

Colossus, Incorporated (hereinafter referred to as "JailTracker") will provide the CUSTOMER maintenance services for the Software licensed through JAILTRACKER. Annual Maintenance consists of approved product enhancements, error corrections, and telephone assistance via JAILTRACKER'S Customer Support Center ("Annual Maintenance"). JAILTRACKER will provide the CUSTOMER Annual Maintenance under the following agreed upon terms and conditions:

- A. The CUSTOMER agrees to subscribe to Annual Maintenance commencing upon the 1st of the month following installation for a period of **one (1) year** on a fee basis ("Initial Annual Maintenance Term"). The CUSTOMER may cancel the next year's Annual Maintenance upon thirty (30) days prior written notice to JAILTRACKER. In the event such notice is not timely received, JAILTRACKER will automatically extend the Annual Maintenance for another one (1) year period ("Annual Renewal Maintenance Term"). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as "Annual Maintenance Term."

At the time of renewal, JAILTRACKER reserves the right to increase the annual fee. If the CUSTOMER initially declines software maintenance or if maintenance for an item of Software is discontinued at Customer's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

- B. Annual Maintenance Fees will be billed annually, subject to annual price increases, beginning on the installation date of the Software and on the same day each year thereafter as set forth in Section A above. The Annual Maintenance Fees for each renewal term are payable in full prior to the start of the Annual Maintenance Term and are non-refundable. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on JAILTRACKER's net income) assessed on Customer's Annual Maintenance Fees.

- C. Annual Maintenance shall consist of the following additional agreed upon terms and conditions:

- a. **Availability of Support—Hours and Days:** JAILTRACKER shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues.**

The technical support personnel can be reached at the following phone number and portal address:

Phone: 270-659-0241; Portal/Hub: <https://jailtracker.na2.teamsupport.com/>

JailTracker provides a single entry point of contact that routes requests/problems to the appropriate Technical Support. The following chart depicts Severity Levels for problem reporting and response plan requirement for ensuring timely restoration. Users will report software and system related problems to the technical support personnel. The user will designate which level of Severity applies based upon the below chart.

Severity Level	Problem Type (if applicable)	Response
Severity 1	Major system failure - application is unavailable for use by correctional facility.	Within 2 hours from receipt of notification - problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix.
Severity 2	Significant system impairment - loss of critical operational component, but JailTracker work may continue to operate.	Within 2 hours from receipt of notification during normal business hours - may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by a JailTracker software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

- b. **ON-SITE SUPPORT:** If the CUSTOMER requests on-site support service, JAILTRACKER shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by JAILTRACKER and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site support services, and provided further that the cost of such on-site

support service shall include JAILTRACKER'S personnel time calculated at JAILTRACKER'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by JAILTRACKER personnel in connection with the provision of any on-site support service. If TAC 10 Support comes on-site and determines the Customer's problem is not caused by TAC 10 or its Systems, Equipment, or Software, or is otherwise outside TAC 10's reasonable control, TAC 10 is not obligated to provide support under this Agreement. This scenario is called "out of scope support." For out of scope support, whether provided remotely or at Customer's site, the Customer agrees to pay TAC 10 its fees as set forth in this Section 1b for on-site "out of scope support".

- c. **SOFTWARE UPDATES:** JAILTRACKER shall make software updates, defined by JAILTRACKER and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Terms; JAILTRACKER will deliver and install all updates and incremental releases. In JAILTRACKER'S sole discretion, delivery and installation may be performed remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Terms. Major software upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.
- d. **ERROR RESOLUTION:** JAILTRACKER shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, JAILTRACKER shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER.
- e. **CAUSE OF ERROR:** If the existence of a suspected error cannot be confirmed by JAILTRACKER or should JAILTRACKER ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to JAILTRACKER, the CUSTOMER agrees to pay JAILTRACKER for its services at the prevailing hourly rate for JAILTRACKER'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by JAILTRACKER personnel in connection with such service. It is agreed that JAILTRACKER will be the ultimate authority in determining the existence of any error.
- f. **THIRD-PARTY SOFTWARE:** Third-party software applications are excluded from this agreement, unless specifically noted.
- g. **MAP UPDATES:** Map updates and configuration are excluded from this agreement (unless otherwise purchased separately and listed on the maintenance invoice).

D. Customer Responsibilities

The following specific items are not covered under this AGREEMENT. JAILTRACKER does offer a separate Technical Services Agreement to assist customers with these types of services.

- a. Data Backups/Archives – **CUSTOMER is fully responsible for managing the backup routines** and ensuring that all databases and critical system files are being backed up properly. JAILTRACKER highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
 - b. Network Management: Virus protection, Switches and Routers, Internet access.
 - c. Operating System – Applying appropriate updates to the operating system and security patches.
 - d. Server and Workstation Migration - Restoration and reinstallation of JAILTRACKER databases and programs to a new or repaired server or workstation.
- E. In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, JAILTRACKER shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as JAILTRACKER shall then be charging and on such terms and conditions as JAILTRACKER shall then be imposing.
- F. CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to JAILTRACKER, its agents, and the CUSTOMER'S system administrators. CUSTOMER further agrees to provide unlimited high-speed internet service for TAC 10 to gain remote access via Bomgar or similar type service. The server shall be dedicated to JAILTRACKER applications and other compatible applications as defined by JAILTRACKER including anti-virus software and firewall software. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by JAILTRACKER to reside on any server containing JAILTRACKER applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or failure by CUSTOMER to furnish uninterrupted remote access to JAILTRACKER, the CUSTOMER agrees to pay JAILTRACKER for its services at the prevailing hourly rate for JAILTRACKER'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by JAILTRACKER personnel in connection with such service.
- G. In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting JAILTRACKER for support. Should JAILTRACKER determine as part of any Support call that hardware or network, and not JAILTRACKER, is responsible for the issue, CUSTOMER agrees to pay JAILTRACKER for its services at the prevailing hourly rate for JAILTRACKER'S personnel time.

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LAPEER COUNTY
BUDGET AMENDMENT FORM

RECEIVED : _____
REVIEWED : _____
FORWARDED : _____
RETURNED : _____

FUND NAME : Sheriff - Patrol
ORIGINATOR: Staldivin

ACCOUNT NUMBERS			DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT						
201	100	700 . 100	Contingency	35000. ✓			35000. ✓	
201	301	956 . 000	Training	3500	3500. ✓	25000. ✓		28500 ✓
201	301	980 . 000	Vehicle	304723. ✓	304723. ✓	10000. ✓		314723. ✓
				343,223		35000. ✓	35000. ✓	343,223

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

DEPT. HEAD: Sue MOTION #: _____ COMPUTER ENTRY BY: _____
DATE ENTERED : _____

5A

DATE: May 31, 2023

XX **REQUEST FOR ACTION**

____ **FOR YOUR INFORMATION**

____ **REQUEST FOR INFORMATION**

TO: Lapeer County Board of Commissioners

FROM: Administration/Equalization

SUMMARY OF REQUEST / INFORMATION: It's that time of year for the Annual Truth in Taxation Hearing in order to adopt the 2023 tax rates. We are requesting that the Board approve the attached **Tentative Truth in Taxation Calendar for FY 2023**, as well as adopt the draft **Resolution**, which establishes the date of June 22, 2023 for the "**Truth in Taxation Public Hearing**" and authorizes us to publish the hearing notice in the newspaper of general circulation.

The L-4029 form prepared by Equalization is included for your REVIEW only. It will NOT be considered for adoption/approval until after the June 22nd Public Hearing (along with the draft motion for that meeting as well).

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Doreen Clark, Office Manager; and Raelene Birkle and Lisa Griffin, Equalization.

DRAFT MOTION:

Motion by _____, supported by _____, to approve the Tentative Truth in Taxation Calendar for FY 2023, as attached; and further, to adopt the following Resolution, which establishes the date of June 22, 2023 for the Truth in Taxation Public Hearing, and authorizes the publication of the hearing notice.

(Insert Attached Resolution Here)

Roll Call Vote Required.

ATTACHMENTS: YES X or NO _____

TENTATIVE

LAPEER COUNTY 2023 "TRUTH in TAXATION" CALENDAR

- June 8, 2023 **COW** – Board reviews 2023 Tax Rate Request Form (form 4029), and adopts a Resolution to Establish the Public Hearing and Authorizes Publication of a Public Notice.
- June 14, 2023 "Notice of Public Hearing on Increasing Property Taxes" Published in a newspaper of general circulation in the taxing unit. *(Headline – must be 18-point Type or larger, Body – 12-point or larger and must be published at least six or more days before the public hearing)*
- June 22, 2023 **Full-Board** – Public Hearing held on Increasing Property Taxes
- June 22, 2023 **Full-Board** – Board approves the levy of the millage rate equal to or less than the proposed millage rate that was published and which a public hearing has been held

RESOLUTION
**Regarding Proposed Public Hearing on
Increasing Property Taxes**

WHEREAS, the Lapeer County Board of Commissioners of the County of Lapeer is required to establish a public hearing on a proposed increase of 0.5117 mills in the operating tax millage rate to be levied on property in 2023; and,

WHEREAS, the hearing is hereby established for Thursday, June 22, 2023 at 9:00 a.m. at the Lapeer County Complex, Lower Level, 255 Clay Street, Lapeer, Michigan 48446, and authorizes publication in a newspaper of general circulation on June 14, 2023; and,

WHEREAS, the taxing unit which will publish the public hearing notice has complete authority to establish the number of mills to be levied from within its authorized millage rate; and,

WHEREAS, if adopted, the proposed additional millage will increase operating revenues from ad valorem property taxes 8.07% over such revenues generated by levies permitted without holding a hearing; and further, if the proposed additional millage rate is not approved, the operating revenue will increase by 1.99% over the preceding year's operating revenue; and,

THEREFORE, BE IT RESOLVED, that the Lapeer County Board of Commissioners will take action on the proposed additional millage at their June 22, 2023 meeting shortly after 9:00 a.m. at the Lapeer County Complex, 255 Clay Street, Lapeer, Michigan 48446.

Tom Kohlman, Chairman
Lapeer County Board of Commissioners

I hereby certify that the foregoing Resolution was adopted by a vote at the meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 8th day of June, 2023.

Theresa M. Spencer, County Clerk
Clerk of the Board

The following notice is required by MCL Section 211.24e which provides:

- 1) The body of the notice must be set in 12 point type or larger.
- 2) The headline "Notice of Public Hearing on Increasing Property Taxes" must be set in 18 point type or larger.
- 3) The notice cannot be smaller than 8 column inches by 4 horizontal inches.
- 4) The notice cannot be placed in the portion of the newspaper reserved for legal notices or classified advertising.

Notice of Public Hearing on Increasing Property Taxes

The _____ of the LAPEER COUNTY
name or governing body name or taxing unit
 will hold a public hearing on a proposed increase of 0.5117 mills in the operating tax
 millage rate to be levied on property in _____
 _____ 2023 .

The hearing will be held on _____, _____ at _____
day date time a.m./p.m.
 at _____, _____
place address

The date and location of the meeting to take action on the proposed additional millage will be announced at this public meeting.

If adopted, the proposed additional millage will increase operating revenues from ad valorem property taxes 8.07% over such revenues generated by levies permitted without holding a hearing. If the proposed additional millage rate is not approved, the operating revenue will increase by 1.99% over the preceding year's operating revenue.

The taxing unit publishing this notice, and identified below, has complete authority to establish the number of mills to be levied from within its authorized millage rate.

This notice is published by:

LAPEER COUNTY
name of taxing unit

street address

city, state, zip

phone

**2023 TAX RATE REQUEST
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

County Lapeer	Taxable Value 3,778,235,974
Local Government Unit Lapeer County	

**PLEASE READ THE
INSTRUCTIONS ON
THE REVERSE SIDE
CAREFULLY.**

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Millage Authorized by Election, Charter, etc.	2022 Millage Rate Permanently Reduced by MCL 211.34d	2023 Current Year Millage Reduction Fraction	2023 Millage Rate Permanently Reduced by MCL 211.34d	Sec. 211.34 Millage Rollback Fraction	Maximum Allowable Millage Rate*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Allocated	Operating	12/1/1985	4.5480	3.6258	1.0000	3.6258	1.0000	3.6258	3.6258		
Ex Voted	MCF - Suncrest	8/2/2016	0.3300	0.3196	1.0000	0.3196	1.0000	0.3196		0.3196	12/2027
Ex Voted	EMS	8/4/2020	0.8992	0.8814	1.0000	0.8814	1.0000	0.8814		0.8814	12/2024
Ex voted	Senior Citizen	8/2/2022	0.3916	0.3916	1.0000	0.3916	1.0000	0.3916		0.3916	12/2026
Ex Voted	Veterans	11/3/2020	0.1850	0.1813	1.0000	0.1813	1.0000	0.1813		0.1813	12/2023
Ex Voted	Law Enforcement	8/2/2022	1.4500	1.4500	1.0000	1.4500	1.0000	1.4500		1.4500	12/2027
Totals			7.8038	6.8497				6.8497			

Prepared by Lisa C. Griffin	Title Lapeer County Equalization Director	Date
---------------------------------------	--	------

As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.1211(3).

<input type="checkbox"/>	Clerk	Signature	Type Name	Date
<input type="checkbox"/>	Secretary		Theresa M. Spencer	
<input checked="" type="checkbox"/>	Chairperson	Signature	Type Name	Date
<input type="checkbox"/>	President		Tom Kohlman	

*Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. A public hearing and determination is required for an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on the reverse side for the correct method of calculating the millage rate in column (5).

COUNTY : Lapeer
 UNIT : LAPEER COUNTY
 YEAR : 2023

2022 Unit Total TV 3,503,834,862
 2023 Unit Total TV 3,778,235,974

HEADLEE & MCL 211.34ROLLBACK COMPUTATIONS

SOURCE AND PURPOSE OF OPERATING ONLY MILLAGE	PRIOR YEAR'S PERM REDUCED or REDUCED NEWLY VOTED MILLAGE see MCL 211.34d(9)	CURRENT MILLAGE REDUCTION FRACTION	CURRENT PERM. REDUCED MILLAGE *	TRUTH IN ASSESSING or TRUTH IN EQUALIZATION FRACTION	CURRENT MAXIMUM ALLOWABLE MILLAGE RATE
Post debt & specials to L-4029.	Last year's L-4029	L-4029 col. (6)	L-4029 col. (7)	L-4029 col. (8)	L-4029 col. (9)
	col. (7)				
Allocated Operating	3.6258	x 1.0000	= 3.6258	x 1.0000	= 3.6258
<small>was the above millage approved since this May 31? Y = YES</small>					
Ex Voted MCF - Su	0.3196	x 1.0000	= 0.3196	x 1.0000	= 0.3196
<small>was the above millage approved since this May 31? Y = YES</small>					
Ex Voted EMS	0.8814	x 1.0000	= 0.8814	x 1.0000	= 0.8814
<small>was the above millage approved since this May 31? Y = YES</small>					
Ex Voted Senior Citize	0.3916	x 1.0000	= 0.3916	x 1.0000	= 0.3916
<small>was the above millage approved since this May 31? Y = YES</small>					
Ex Voted Veterans	0.1813	x 1.0000	= 0.1813	x 1.0000	= 0.1813
<small>was the above millage approved since this May 31? Y = YES</small>					
Ex Voted Law Enforce	1.4500	x 1.0000	= 1.4500	x 1.0000	= 1.4500
<small>was the above millage approved since this May 31? Y = YES</small>					
Total of newly voted & last year's perm reduced millage.	6.8497		6.8497		6.8497
		2023	MAXIMUM ALLOWABLE OPERATING MILLAGE UNDER HEADLEE & MCL 211.34 =		6.8497

NOTE: The only way to levy more than your maximum millage due to the Headlee rollback is to have voters approve additional millage.

TRUTH IN TAXATION COMPUTATIONS

2023 BASE TAX RATE FRACTION:	(from L-4034)	0.9434	(1)
2022 OPERATING MILLAGE RATE:	(actually levied)	6.7011	(2)
2023 BASE TAX RATE:	(w/out hearing)	6.3380	(1) x (2) = (3)
2023 MAX. ALLOWABLE OPERATING MILLAGE RATE:		6.8497	(from above) = (4)
MINUS 2023 BASE TAX RATE:	(B.T.R.)	6.3380	(3) = (5)
MILLAGE INCREASE:	(with a hearing)	0.5117	(4) - (5) = (6) or
			(7) - (5) = (6)

If you plan to levy more than the B.T.R. but less than the Max. Allowable, enter the amount here.

MILLAGE INCREASE	0.5117	-
2023 BASE TAX RATE	6.3380	= 8.07%
		MILLAGE INCREASE FROM HEARING*

2023 TV x .001 x MILLAGE INCREASE	= \$ 1,933,323
	REVENUE INCREASE FROM HEARING

(2023 TV x 2023 BASE RATE)	-1	23,946,460
(2022 TV x 2022 ACTUAL OPER RATE)	=	23,479,548 = 1.99%
		2023 REVENUE INCREASE WITHOUT HEARING

*Must be published in notice of public hearing on increasing property taxes. Your current year's millage cannot exceed your maximum under Truth in Taxation unless authorized by the governing body at the hearing. Your current year's millage cannot exceed your Headlee maximum without a millage election.

**LAPEER COUNTY
TRUTH IN TAXATION REVENUE GAIN CALCULATION**

PURPOSE AND SOURCE OF MILLAGE		HEADLEE MAXIMUM AMOUNT	MILLAGE GAIN WITH TRUTH IN TAXATION	UNIT'S TAXABLE VALUE	TRUTH IN TAXATION REVENUE GAINED
<u>Allocated</u>	<u>Operating</u>	<u>3.6258</u>	<u>0.2709</u> x	3,778,235,974	= \$ <u>1,023,524</u>
<u>Ex Voted</u>	<u>MCF - Suncr</u>	<u>0.3196</u>	<u>0.0239</u> x	3,778,235,974	= \$ <u>90,300</u>
<u>Ex Voted</u>	<u>EMS</u>	<u>0.8814</u>	<u>0.0658</u> x	3,778,235,974	= \$ <u>248,608</u>
<u>Ex Voted</u>	<u>Senior Citize</u>	<u>0.3916</u>	<u>0.0293</u> x	3,778,235,974	= \$ <u>110,702</u>
<u>Ex Voted</u>	<u>Veterans</u>	<u>0.1813</u>	<u>0.0135</u> x	3,778,235,974	= \$ <u>51,006</u>
<u>Ex Voted</u>	<u>Law Enforce</u>	<u>1.4500</u>	<u>0.1083</u> x	3,778,235,974	= \$ <u>409,183</u>
		<u>6.8497</u>	<u>0.5117</u>		<u>\$ 1,933,323</u>
			BALANCES		BALANCES
			0.5117		\$ 1,933,323

MAXIMUM ALLOWABLE MILLAGES WITHOUT TRUTH IN TAXATION HEARING

PURPOSE AND SOURCE OF MILLAGE		HEADLEE MAXIMUM AMOUNT	MULTIPLIER WITHOUT TR. IN TAX.	MAXIMUM MILLAGE WITHOUT TR. IN TAX.	MAXIMUM REVENUE WITHOUT TR. IN TAX.
<u>Allocated</u>	<u>Operating</u>	<u>3.6258</u>	x 0.925296 =	<u>3.3549</u>	\$ 12,675,604
<u>Ex Voted</u>	<u>MCF - Suncr</u>	<u>0.3196</u>	x 0.925296 =	<u>0.2957</u>	\$ 1,117,224
<u>Ex Voted</u>	<u>EMS</u>	<u>0.8814</u>	x 0.925296 =	<u>0.8156</u>	\$ 3,081,529
<u>Ex Voted</u>	<u>Senior Citize</u>	<u>0.3916</u>	x 0.925296 =	<u>0.3623</u>	\$ 1,368,855
<u>Ex Voted</u>	<u>Veterans</u>	<u>0.1813</u>	x 0.925296 =	<u>0.1678</u>	\$ 633,988
<u>Ex Voted</u>	<u>Law Enforce</u>	<u>1.4500</u>	x 0.925296 =	<u>1.3417</u>	\$ 5,069,259
<u>TOTALS</u>		<u>6.8497</u>		<u>6.3380</u>	<u>\$ 23,946,460</u>
				BALANCES	BALANCES
				6.3380	23,946,460

2023 MILLAGE REDUCTION FRACTION CALCULATIONS WORKSHEET

L-4034

INCLUDING MILLAGE REDUCTION FRACTION CALCULATIONS NOT SPECIFICALLY ASSIGNED TO THE COUNTY EQUALIZATION DIRECTOR BY LAW

Lapeer	COUNTY	TAXING JURISDICTION:	Lapeer County
2022	Unit Total Taxable Value	(Prior TV)	3,503,834,862
2023	Losses to prior Taxable Value (MCL 211.34d)	(Losses TV)	26,016,172
2023	Additions (MCL211.34d)	(Additions TV)	91,896,832
2023	Unit Total Final Taxable Value (based on S.E.V.)	(Current TV)	3,778,235,974
2023	Unit Total Taxable Value based on Assessed Valuation	(AV based TV)	3,778,235,974
2023	Unit Total Taxable Value based on C.E.V.	(CEV based TV)	3,778,235,974
2022	Inflation Rate (for 2023 Calculations)	(2022 CPI)	1.079

1. Section 211.34d, M.C.L., "Headlee" (for each unit of local government)

See STC Bulletins 3 of 1995 and 3 of 1997 regarding the calculation of additions and losses.

$$\begin{array}{r}
 (\text{2022 Total T.V.} \quad - \quad \text{2023 Losses}) \times \text{CPI} \\
 (\text{3,503,834,862} \quad - \quad \text{26,016,172}) \times 1.079 = 3,752,566,367 = \boxed{1.0000} \\
 \hline
 (\text{3,778,235,974} \quad - \quad \text{91,896,832}) \\
 (\text{2023 Total T.V.} \quad - \quad \text{2023 Additions}) \quad \quad \quad 3,686,339,142 \quad \quad \quad \text{2023 Millage Reduction Fraction (Headlee)} \\
 \text{ACTUAL} \quad \quad \quad 1.0180 \quad \quad \quad \text{Round to 4 decimal places in the conventional manner.}
 \end{array}$$

2a. Section 211.34, M.C.L., "Truth in Assessing" (for cities and townships if S.E.V. exceeds A.V. for 2023 only)

$$\begin{array}{r}
 \text{2023 Unit Total Taxable Value based on AV} = 3,778,235,974 = \boxed{1.0000} \\
 \text{2023 Unit Total Final Taxable Value (based on S.E.V.)} \quad \quad \quad 3,778,235,974 \quad \quad \quad \text{2023 Rollback Fraction (Truth in Assessing)} \\
 \text{ACTUAL} \quad \quad \quad 1.0000 \quad \quad \quad \text{Round to 4 decimal places in the conventional manner.}
 \end{array}$$

See STC Bulletin No. 6 of 2023 for more information regarding this calculation.

2b. Section 211.34, M.C.L., "Truth in County Equalization" (for villages, counties and authorities if S.E.V. exceeds C.E.V. for 2023 only)

$$\begin{array}{r}
 \text{2023 Unit Total Taxable Value based on C.E.V.} = 3,778,235,974 = \boxed{1.0000} \\
 \text{2023 Unit Total Final Taxable Value (based on S.E.V.)} \quad \quad \quad 3,778,235,974 \quad \quad \quad \text{2023 Rollback Fraction (Truth in County Equalization)} \\
 \text{ACTUAL} \quad \quad \quad 1.0000 \quad \quad \quad \text{Round to 4 decimal places in the conventional manner.}
 \end{array}$$

See STC Bulletin No. 6 of 2023 for more information regarding this calculation.

3. Section 211.24e, M.C.L., "Truth in Taxation" (for each taxing jurisdiction that levied more than 1 mill for operating purposes in 2022 only)

$$\begin{array}{r}
 (\text{2,022 Total T.V.} \quad - \quad \text{2023 Losses}) \\
 (\text{3,503,834,862} \quad - \quad \text{26,016,172}) \\
 \hline
 (\text{3,778,235,974} \quad - \quad \text{91,896,832}) \\
 (\text{2023 Total T.V.} \quad - \quad \text{2023 Additions}) \quad \text{Actual} \quad \boxed{0.9434} \quad \quad \quad \text{2023 Base Tax Rate Fraction (Truth in Taxation)} \\
 \text{Round to 4 decimal places in the conventional manner.}
 \end{array}$$

Use the same amounts for additions and losses as were used for the 211.34d ("Headlee") rollback.

NOTE: The truth in taxation BTRF is independent from the cumulative millage reductions provided by MCL sections 211.34d and 211.34. The Base Tax Rate equals the BTRF X last year's Operating Rate levied.

2002 Millage Reduction Fraction Calculations Worksheet
For K-12 School Districts Levying Hold Harmless Millage
 Including Millage Reduction Fractions
 Not Specifically assigned to the County Equalization Director By Law

L-4034 SC

Lapeer COUNTY TAXING JURISDICTION: Lapeer Co ####

	(Prior TV)	
#### Losses to prior Taxable Value (including Homestead) (MCL 211.34d)	(Losses TV)	
#### Additions (including Homestead) (MCL 211.34d)	(Additions TV)	
####	(Current TV)	3,778,235,974
Inflation Rate	(1999 CPI)	1.079

1. Section 211.34d, M.C.L., "Headlee" (for each unit of local government)

(	Total T.V.	-	#### Losses	)	x	CPI		
(	0	-	0	)	x	1.079	=	0
(	3,778,235,974	-	0	)			=	0.0000
(	#### Total T.V.	-	#### Additions	)				#### Millage Reduction Fraction (Headlee)
						ACTUAL		0.0000

3. Section 211.24e, M.C.L., "Truth in Taxation" (for each taxing jurisdiction that levied more than 1 mill for operating purposes in 1999 only)

(	Total T.V.	-	#### Losses)	=			
(	0	-	0	)	=	0	=	0.0000
(	3,778,235,974	-	0	)			=	0.0000
(	#### Total T.V.	-	#### Additions	)				#### Base Tax Rate Fraction (Truth in Taxation)

NOTE: The truth in taxation BTRF is independent from the cumulative millage reductions provided by MCL sections 211.34d and 211.34. The Base Tax Rate equals the BTRF X last year's Operating Rate levied.

COUNTY : Lapeer
 UNIT : LAPEER COUNTY
 YEAR : 2023

2022 Unit Total TV 0
 2023 Unit Total TV 3,778,235,974

HEADLEE & MCL 211.34ROLLBACK COMPUTATIONS

For Hold Harmless & Bldg & Site Sinking Fund Information Only !

SOURCE AND PURPOSE OF MILLAGE	PRIOR YEAR'S PERM REDUCED or REDUCED NEWLY VOTED MILLAGE <small>see MCL 211.34d(9)</small>	CURRENT MILLAGE REDUCTION FRACTION	CURRENT PERM. REDUCED MILLAGE *	TRUTH IN ASSESSING or TRUTH IN EQUALIZATION FRACTION	CURRENT MAXIMUM ALLOWABLE MILLAGE RATE
	Last year's L-4029 col. (7)	L-4029 col. (6)	L-4029 col. (7)	L-4029 col. (8)	L-4029 col. (9)

Place only Hold Harmless Millage in the yellow box below !

$\text{[Yellow Box]} \times 0.0000 = 0.0000 \times \frac{1.0000}{\text{ANNUAL SCHOOL CODE LIMIT (ASCL)}} = 0.0000$
 Was the above millage approved since 5-31-99 ? Y = YES $\frac{2000 \text{ Maximum Allowable Hold Harmless Millage Under ASCL}}{\text{ANNUAL SCHOOL CODE LIMIT (ASCL)}} = \frac{\text{#DIV/0!}}{\text{#DIV/0!}}$

Place only Building & Site Sinking Fund Millage in the yellow box below !

$\text{[Yellow Box]} \times 1.0000 = 0.0000 \times \frac{1.0000}{\text{[Yellow Box]}} = 0.0000$
 Was the above millage approved since 5-31-99 ? Y = YES

$\text{[Yellow Box]} \times 0.0000 = 0.0000 \times \frac{1.0000}{\text{[Yellow Box]}} = 0.0000$
 $\frac{0.0000}{\text{[Yellow Box]}} = \frac{0.0000}{\text{[Yellow Box]}}$
 2023 MAXIMUM ALLOWABLE OPERATING MILLAGE UNDER HEADLEE & MCL 211.34 = $\frac{\text{#DIV/0!}}{\text{[Yellow Box]}}$

NOTE: The only way to levy more than your maximum millage due to the Headlee rollback is to have voters approve additional millage.

TRUTH IN TAXATION DOES NOT APPLY TO HOLD HARMLESS THIS YEAR.
TRUTH IN TAXATION COMPUTATIONS

For Hold Harmless Millage Levied Against Unit Total TV. Do not include building & site sinking funds.

2023 BASE TAX RATE FRACTION:	(from L-4034)	0.0000	(1)
2022 HOLD HARMLESS ONLY MILLAGE RATE:	(actually levied)	[Yellow Box]	(2)
2023 BASE TAX RATE:	(w/o hearing)	#DIV/0!	(1) x (2) = (3)
2023 MAXIMUM ALLOWABLE HOLD HARMLESS MILLAGE RATE:		#DIV/0!	(from above) = (4)
MINUS 2023 BASE TAX RATE:	(B.T.R.)	#DIV/0!	(3) = (5)
MILLAGE INCREASE:	(with a hearing)	#DIV/0!	(4) - (5) = (6) or (7) - (5) = (6)

If you plan to levy more than the B.T.R. but less than the Max. Allowable, enter the amount here. [Yellow Box]

MILLAGE INCREASE $\frac{\text{#DIV/0!}}{\text{#DIV/0!}}$
 2023 BASE TAX RATE $\frac{\text{#DIV/0!}}{\text{#DIV/0!}} = \frac{\text{#DIV/0!}}{\text{#DIV/0!}}$
 MILLAGE INCREASE FROM HEARING*

2023 TV x .001 x MILLAGE INCREASE = $\frac{\text{#DIV/0!}}{\text{#DIV/0!}}$
 REVENUE INCREASE FROM HEARING

$\frac{(\text{2023 TV} \times \text{2023 BASE RATE}) - 1}{(\text{2022 TV} \times \text{2022 ACTUAL OPER RATE})} = \frac{\text{#DIV/0!}}{\text{#DIV/0!}} = 0 = \frac{\text{#DIV/0!}}{\text{#DIV/0!}}$ INCREASE FOR 2023 WITHOUT A HEARING

*Must be published in notice of public hearing on increasing property taxes. Your current year's millage cannot exceed your maximum under Truth in Taxation unless authorized by the governing body at the hearing. Your current year's millage cannot exceed your Headlee maximum without a millage election.

**LAPEER COUNTY
TRUTH IN TAXATION REVENUE GAIN CALCULATION**

Hold Harmless Revenues Only !

PURPOSE AND SOURCE OF <u>MILLAGE</u>	HEADLEE MAXIMUM AMOUNT	MILLAGE GAIN WITH TRUTH IN TAXATION	UNIT'S TAXABLE VALUE	TRUTH IN TAXATION REVENUE GAINED
-	<u>0.0000</u>	#DIV/0!	x 3,778,235,974	= <u>#DIV/0!</u>
-	<u>0.0000</u>	#DIV/0!	x	= <u>#DIV/0!</u>
	<u>0.0000</u>	#DIV/0!		<u>#DIV/0!</u>
		#DIV/0!		<u>#DIV/0!</u>
		#DIV/0!		#DIV/0!

**MAXIMUM ALLOWABLE MILLAGES WITHOUT
TRUTH IN TAXATION HEARING**

PURPOSE AND SOURCE OF <u>MILLAGE</u>	HEADLEE MAXIMUM AMOUNT	MULTIPLIER WITHOUT TR. IN TAX.	MAXIMUM MILLAGE WITHOUT TR. IN TAX.	MAXIMUM REVENUE WITHOUT TR. IN TAX.
-	<u>0.0000</u>	x 0.0000 =	<u>0</u>	\$ -
-	<u>0.0000</u>	x 0 =	<u>0</u>	\$ -
<u>TOTALS</u>	<u>0.0000</u>		<u>0.0000</u>	\$ -
			#DIV/0!	#DIV/0!
			#DIV/0!	#DIV/0!

Calculation of Supplemental (Hold-Harmless) Millage Rate
FY 2023-01

School District Code: Lapeer County
School District Name: #REF!

1	FY 1994-95 Revenue per pupil from Supplemental Mills	1	<u>331.05</u>
2	FY 2023-01 Taxable Value of Homestead and Qualified Agricultural Property (after TIF capture)	2	<u>-</u>
3	FY 2023-01 Blended Pupil Membership Counts	3	<u>714.59</u>
4	FY 2023-01 Homestead Taxable Value per pupil. Divide line 2 by line 3.	4	<u>-</u>
5	FY 2023-01 Supplemental Millage Rate on Homestead Property if no limit on the Supplemental Millage Rate levied only on Homestead Property. Divide line 1 by line 4.	5	<u>#DIV/0!</u>
6	FY 2023-01 Supplemental Mills on Homestead Property if no limit on the number of Supplemental Mills levied only on Homestead Property. Multiply line 5 by 1,000.	6	<u>#DIV/0!</u> mills
7	Enter the lesser of 18 mills or FY 1993-94 Operating Rate.	7	<u>18.0000</u> mills
8	Calculated Supplemental Millage Rate levied only on Homestead Property. Enter the lesser of line 6 and line 7.	8	<u>#DIV/0!</u> mills
9	FY 1994-95 Final Certified Supplemental Millage Rate levied only on Homestead Property (line 12 on Final Certification of FY 1994-95 Supplemental Millage Rates).	9	<u>2.8965</u> mills
10	FY 2023-01 Allowable Maximum Supplemental Millage Rate levied only on Homestead Property. Enter lesser of lines 8 and 9.	10	<u>#DIV/0!</u> mills
	<u>If line 6 is less than line 7, lines 11 through 18 do not apply.</u>		<u>#DIV/0!</u>
11	If line 6 is greater than line 7, subtract line 7 from line 6.	11	<u>#DIV/0!</u> mills
12	Multiply line 11 by line 4 and divide by 1,000.	12	<u>#DIV/0!</u>
13	FY 2023-01 Taxable Value of Nonhomestead Property (after TIF capture). Include the FY 2023-01 Taxable Value of IFT Replacement Facilities and CFT Restored Facilities, and 1/2 of the FY 2023-01 Taxable Value of IFT and Tech-Park New Facilities issued an exemption certificate after 1993.	13	<u>-</u>
14	FY 2023-01 Nonhomestead Taxable Value per pupil. Divide line 13 by line 3.	14	<u>-</u>
15	FY 2023-01 Total Taxable Value per pupil. Add lines 4 and 14.	15	<u>-</u>
16	Calculated Additional Supplemental Millage Rate on All Property. Divide line 12 by line 15 and multiply by 1,000.	16	<u>-</u> mills
17	FY 1994-95 Final Certified Additional Supplemental Millage Rate levied on All Property (line 20 on Final Certification of FY 1994-95 Supplemental Millage Rates).	17	<u>0.0000</u> mills
18	FY 2023-01 Allowable Maximum Authorized Additional Supplemental Millage Rate levied on All Property. Enter lesser of line 16 and line 17.	18	<u>#DIV/0!</u> mills

5B

DATE: June 1, 2023

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Jackie Arnold, Interim County Controller/Administrator

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

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Jackie Arnold and/or Doreen Clark

SUPPORTING DOCUMENTS: Legal Summary for Invoice #15290

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$5,040.00 for labor related legal services rendered through May 31, 2023, 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, Suite100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

June 1, 2023

Jackie Arnold, Interim County Administrator
Controller & CFO
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Ms. Arnold:

Attached please find our invoice for services through May 31, 2023.

Invoice No. 15290

Lapeer County –	
General	\$ 435.00
Sheriff's Department	\$ 0.00
CMH	\$ 3,900.00
FOC	\$ 0.00
District Court	\$ 90.00
Health Department	\$ 615.00
911 MAPE	\$ 0.00
911 POAM	\$ 0.00
Non-Union	\$ 0.00

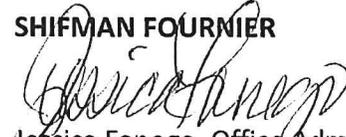
TOTAL DUE **\$ 5,040.00**

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



Jessica Fanego, Office Administrator

Jessica@shifmanfournier.com

Cc Doreen Clark, Assistant to County Administrator/Controller

50

DATE: May 22, 2023

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: Lapeer County Board of Commissioners

FROM: Jackie Arnold, Interim County Controller/Administrator

SUMMARY OF REQUEST / INFORMATION:

The Policies and Procedures Committee met on May 12th and May 19th to review and make recommended changes to the Lapeer County Board of Commissioners Rules of Procedure. All proposed changes are noted in **RED**. The Committee referred it to the June 8th Committee of the Whole for consideration by the Board.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Jackie Arnold, Interim County Controller/Administrator
Doreen Clark, Office Manager

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board and pursuant to the recommendation of the Policies and Procedures Committee, to approve the revised Rules of Procedure for the Lapeer County Board of Commissioners for FY 2023, as attached.

ATTACHMENTS: YES X or NO _____

REVISED DRAFT

County of Lapeer

Rules of Procedure

for the

Lapeer County

Board of Commissioners



2023

Adopted on:

January 4, 2023, Motion #03-2023

Amended On: ____, 2023 Motion #__-2023

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LAPEER COUNTY BOARD OF COMMISSIONERS RULES OF PROCEDURE

ARTICLE I

BOARD ORGANIZATION

- 1.1 **Board Membership:** The Board of Commissioners shall consist of *seven (7)* members elected from single member districts, apportioned on the basis of population as provided by law.
- 1.2 **Term of Office:** The **2023-2024** term of each Commissioner shall be for two (2) years, concurrent with that of State Representatives. **For all terms commencing on or after January 1, 2025, the term of office for each Commissioner shall be four (4) years.**
- 1.3 **Vacancies on the Board:** Pursuant to MCLA 46.412, vacancies caused by death, resignation, removal from the district or removal from office shall be filled by appointment by the Board of Commissioners, within thirty (30) days, by a resident and registered voter of the district in which the vacancy occurred. If the vacancy occurs in an odd numbered year, the appointee shall serve until the vacancy is filled at a special election which the Board shall call. If the vacancy should occur in an election year, the appointee shall serve the remainder of the un-expired term. If the vacancy is not filled within thirty (30) days, it shall be filled by special election regardless of the year, as consistent with State law.
- 1.4 **Reapportionment:** With sixty (60) days after the publication of the latest United States Official Decennial Census figures, the Board shall be reapportioned, in the manner prescribed by law.
- 1.5 **Compensation:** Each member of the Board of commissioners shall receive a salary as adopted in the prior term plus any percentage increases awarded to all non-union personnel paid bi-weekly (26 pays annually). Mileage shall be reimbursed at a rate set by the Board of Commissioners.
- Mileage and/or other related expenses shall be submitted on the County Travel Expense Voucher (GC-6). All reimbursement of mileage and other expenses shall follow current policy. County Commissioners' mileage/expense sheets (GC6 forms) are to be included in the Regular Board Meeting agenda packets.
- 1.6 **Officers, Agents, and Employees:** The Board shall elect at its Organizational Meeting each year a Chairperson and Vice-Chairperson, and may appoint at such other times other representatives, agents, and employees as necessary and desirable. ~~The Board may elect a chairperson (but not a vice chairperson) by secret ballot.~~

- 1.7 **Powers and Duties:** The Board shall have such powers and duties as shall from time to time be provided by law. The authority of the Board of Commissioners is a collective one, and according to state law, no individual member can assume any action, decision, or endeavor on behalf of or in lieu of Board action. The Board meetings will be guided by Roberts Rules of Order.
- 1.8 **Indemnification:** The County shall indemnify and save harmless all board members against any damages incurred by them, or any judgment rendered against them, in connection with the defense of any action, suit, or proceeding in which they are made parties as the result of acting in the scope of their duties for the County of Lapeer as a member or a past member of the Board, except in relation to matters as to which any such member shall be adjudged liable due to a criminal act, for actions taken outside the scope of his or her authority, and to such matters as shall be settled by agreement predicated on the existence of such liability. The foregoing right to indemnification shall be exclusive of other rights which a member may be entitled.
- 1.9 **Committees:** The Board may create such standing and special committees as deemed necessary to accomplish the work of the Board. Said committees shall remain in effect as long as deemed necessary by the Board of Commissioners. *(This does not include Commissioners getting together for educational and/or informational tasks)*. All committees shall keep minutes. All subcommittee agendas and minutes are to be submitted to the County Clerk's Office for filing.

ARTICLE II

OFFICERS AND EMPLOYEES

- 2.1 **Chairperson:** The Chairperson shall be elected for a one-year term by and from the membership of the Board; If the Chairperson shall for any reason be unable to fulfill his/her duties on a permanent basis, a new election shall be held. The statutory duties and powers of the Chairperson shall include the following:
1. Preside at all Board Meetings;
 2. Administer oaths and issue subpoenas for witnesses and to compel attendance as provided by law;
 3. Sign all contracts, bonds, and other documents requiring signature of the Chairperson, including Board minutes;
 4. Certify the tax rolls;
 5. Appoint a F.O.I.A. Representative to handle requests under the Freedom of Information Act, with the consent of the Board;
 6. Serve on an intra-county and inter-county Drain Boards, or designate another Commissioner to do so.

Other duties and powers of the **Chairperson** shall include the following:

1. Serve ex-officio on all Board Committees;
2. With the advice and consent of the Board, appoint members to all standing and special committees on the Board, and appoint the chairperson of each committee;
3. With the advice and consent of the Board, appoint representatives to attend national, state, and district conferences, or to serve on national, state, and district committees and other commissions and committees requiring the appointment of commissioners;
4. Preside over the Committee of the Whole except when otherwise designated;
5. Shall decide all questions on procedure under the Board rules of procedure and general parliamentary practices, subject to appeal by the Board;
6. Shall vote on all questions taken by ayes and nays except on appeal from his/her own decision;
7. May refer any communication to a standing committee;
8. Shall be the ceremonial representative of the County;
9. Shall perform other such duties as specified by law, the Board, or by custom.

2.2 **Vice-Chairperson**: The Vice-Chairperson shall be elected by and from the members of the Board for a one-year term. The duties and powers of the Vice-Chairperson shall include the following:

1. Preside at meetings in the absence of the Chairperson, or when the Chairperson desires to address the Board;
2. Sign all contracts, bonds, and other documents requiring the signature of the Chairperson when the Chairperson is unable to do so because of illness or other emergency which, in the opinion of the Board, prevents them from performing such functions of his/her office;
3. Perform other duties as may be from time to time assigned by the Chairperson or by the Board;
4. In the absence of the Chairperson, assume the duties and responsibilities of the Chairperson.

2.3 **County Clerk:** The County Clerk, or in his/her absence a Deputized Clerk, shall perform such duties as required by law or as assigned from time to time by the Board including, but not limited to, the following:

1. Record all official Board proceedings when a quorum is present in a book provided for that purpose; Minutes shall be prepared in a manner as prescribed in the Michigan Open Meetings Act;
2. Make regular entries of all Board Resolutions and decisions upon all questions, including maintaining a chronological file of all formal resolutions and ordinances adopted by the Board. All such resolutions shall be numbered beginning each year;
3. Record the vote of each commissioner on any question submitted to the Board, if required by any member present;
4. To preserve and file all documents acted upon by the Board, and on no account to allow such documents to be taken from his/her office.
5. To certify copies of any and all resolutions or decisions on any of the proceedings of the Board when requested by the Board or any member thereof;
6. File all communications as directed by the Board of Commissioners;
7. Publish all approved ordinances and other matters required by Law or otherwise directed by the Board of Commissioners in coordination and review with the Administration Office;
8. Receive and transmit to the Board recommendations of persons for appointments to the Elections Scheduling Committee and the Board of Canvassers;
9. Shall furnish a list setting forth the name of any appointee on any board, commission, or agency whose term is expiring, and the expiration date of said term, at least thirty days prior to the expiration of their term.
10. Obtains signature by Chairman (or appropriate official) for all contracts, grants, or other documents, etc. that have been approved by the entire Board following each regular board meeting.

2.4 **County Controller/Administrator:** The County Controller/Administrator, in addition to statutory responsibilities, shall carry out duties as assigned by the Board and shall provide general staff assistance to the Board and its Committees. The County Controller/Administrator shall approve the following, pursuant to the corresponding motions of the Lapeer County Board of Commissioners: Training Registration/Overnight Travel Requests (Motion #520-02); Hardship Withdrawals from the Employee Deferred Compensation Plan (Motion #362-03); Vacation Extension Requests (Motion #91-03); Family Medical Leave Requests (Motion #116-02); and Livestock Claims (Consensus of BOC on March 8, 2001); Grant Application Initial Submissions (Motion #55-21); Inclement Weather Building Closures (#121-00 in coordination with the Chief Judge).

ARTICLE III
APPOINTMENTS TO BOARDS AND COMMISSIONS

3.1 **Notice of Expiring Terms:** At least thirty (30) days prior to the expiration of any appointee's term on any board, commission, or agency, a list shall be furnished by the County Clerk's Office to the Board setting forth the name of the person(s) whose term(s) are expiring and the expiration date of such term(s).

3.2 **Applications and Appointments:** The Chairperson shall put the Board on notice that nominations will be accepted to fill said terms at a specified meeting and shall schedule an election for a Board Agenda. Persons desiring to serve on a committee may submit an Application for Appointment or resume to the Board of Commissioners' Office.

Additional nominees may be submitted from the floor for nominations. A majority vote of the members elect shall appoint unless otherwise provided by law.

Applicants are encouraged to attend and introduce themselves to the Board prior to the appointment being made.

3.3 **Compensation:** Compensation for such appointive positions shall be set by the Board of Commissioners;

~~3.4 **Quorum Required for Per Diem Payment:** No commissioner nor appointee of the Board shall receive per diem pay without a quorum of the committee, commission, or board present at a scheduled meeting, unless approved by the Chairperson of the Board of Commissioners.~~

3.4 **Frequency of Meetings** – The Board reserves the right to set the number and/or frequency of meetings of all Committees/Boards under its authority.

ARTICLE IV
MEETINGS

4.1 **Organizational Meeting:** The Board of Commissioners shall convene for its first meeting at a time set by the County Clerk within the first five business days of each year. This meeting shall be known as the Organizational Meeting and the Board shall transact such business of said meeting, or at the adjourned date of such meeting, as shall be provided by these rules or by laws, including the election of a Chairperson and the Vice-Chairperson and scheduling regular Board Meetings throughout the session. The County Clerk shall preside over the Organizational Meeting until a Chairperson of the County Board has been duly elected by a majority vote of the members elect.

4.2 **Regular Meetings:** The Board shall meet in regular session on scheduled days as determined at the organizational meeting, except when otherwise set by adjournment, by law, or by Board motion.

- 4.3 **Special Meetings:** Special Meetings of the Board shall be held only when requested by one-third of the Board to the County Clerk or the Chairperson of the Board and shall comply with the eighteen (18) hour posting required by Law. The request for a special meeting shall specify the time, place and purpose of such meeting. Upon receipt of such a request, the County Clerk shall deliver notice of said meeting to the County Controller/Administrator and contact each Commissioner in person or by telephone. Adjourned meetings at the call of the Chair shall not be considered special meetings. The attendance by any commissioner at a special meeting waives that commissioner's objection to notice of the meeting.

ARTICLE V **MEETING PROCEDURES**

- 5.1 **General Conduct at Meetings:** Meetings of the Board of Commissioners are to be presided over by the Chairperson, or in his absence the Vice-Chairperson, in general accordance with Robert's Rules of Order, except as specified by State statute or these rules. In the absence of both the Chairman and Vice-Chair, the Commissioner with the most seniority on the Board will act as Chair for that meeting.
- 5.2 **Quorum:** A majority of the members elect shall constitute a quorum. No business shall be considered without the presence of a quorum, except to adjourn or recess.
- 5.3 **Order of Business:** The business of all regular meetings of the Board of Commissioners shall be considered and transacted in a manner prescribed by the Chairperson as approved by the Board of Commissioners. Meetings of the Board of Commissioners are established and conducted for all seven (7) members of the body to perform their elected legislative and administrative responsibilities. Motions for action will be permissible at any time in any meeting where the motion-maker has the floor. After a second/support is added by any member, the motion may then be debated as to its validity.
- 5.4 **Online Broadcasting:** The County Controller/Administrator, at the approval of the Board of Commissioners, may operate/maintain a social media account with the sole purpose of uploading live and/or pre-recorded weekly county commissioner meetings (Committee of the Whole and Regular Full Board).

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 in the description of a video when appropriate by the Administrator.

- 5.5 **Agenda:** The County Controller/Administrator (in conjunction with the Chairperson) shall prepare the Agenda for all meetings of the Board except for the Agenda for the Regular Full Board Meetings, which is prepared by the County Clerk. The County Administrator will ensure that the Agendas and related information be placed in office mailbox of each Commissioner and the county's website two (2) days or sooner prior to each scheduled meeting. All original contracts, grants, resolutions, or other

agenda documents will be provided to the County Clerk's Office in preparation of signature by the Chairman prior to the regular board meeting.

The County Controller/Administrator shall post the Agendas and Minutes for all Regular Full Board Meetings and Committee of the Whole meetings to the county website. The proposed and final minutes for the above referenced meetings shall be posted as soon as they are available, but in no less than eight (8) business days in the case of proposed minutes and five (5) business days in the case of final minutes.

Appointed/Elected Department Heads shall ensure that all Requests for Actions are submitted in a timely manner according to the adopted Annual Meeting Calendar but no less than one week prior to the meeting date, and all RFA's must include a draft motion and line item number for purchases. Failure to meet the submission deadline(s) will result in the item being held until the following appropriate meeting date.

**LAPEER COUNTY BOARD OF COMMISSIONERS
RULES OF PROCEDURE**

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5.6 Vote Required for Board Action:

1. Three-fifths (3/5) vote of members elected and serving to alter township boundaries;
2. Two-thirds (2/3) vote of members elected and serving:
 - a. Call a closed session;
 - b. Move the County seat;
 - c. Adopt the Annual Operating Budget in the October session;
 - d. To select building sites, erect county buildings, to abolish or revise distinction between county and township property;
 - e. Authorize the making out of a new tax roll;
 - f. Authorize township borrowing to build or repair roads and bridges;
 - g. Acquisition and disposal of county property and business where no other provision shall be made;
 - h. Establish a Department of Public Works;
 - i. Transfer funds from the Budget Stabilization Fund.
3. Majority vote of members elected and serving:
 - a. Final passage or adoption of a measure or resolution;
 - b. Allowance of a claim against the county.
4. Majority vote of members present – all other questions which may arise at a meeting. A unanimous vote of all the members shall be deemed a roll call vote.

- 5.7 **Roll Call Vote:** The Chairperson shall entertain a call for Roll Call Vote made by any member present on any question submitted to the Board.
- 5.8 **Seeking Recognition:** When two (2) or more members seek recognition, the Chairperson shall designate the member who is first called to speak; but in all cases the member who shall first address the Chair shall speak first.
- 5.9 **Interruptions:** When a member is speaking on any question before the Board, he or she shall not be interrupted except to be called to order by the Chair.

**LAPEER COUNTY BOARD OF COMMISSIONERS
RULES OF PROCEDURE**

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- 5.10 **Call to Order:** When a member is called to order, he or she shall immediately cease speaking. The Board, if appealed to, shall decide the propriety of the Chair's call to order. If there is no appeal, the ruling of the Chair shall be final.
- 5.11 **Debate:** After a motion is stated by the Chair, it shall be deemed to be in possession of the Board, but it may be withdrawn at any time before amendment or decision is made, with the consent of the supporting member.
- 5.12 **Un-Debatable Motions:** When any question is under debate, no motion shall be received but the following un-debatable motions, and they shall have precedence in the following order:
- a. To adjourn;
 - b. To rise to a Point of Order;
 - c. To table;
 - d. To call for the previous question;
 - e. To limit or extend limits of debate;
 - f. To postpone to a certain day;
 - g. To commit or refer, or re-commit, to a committee;
 - h. To amend;
 - i. To postpone indefinitely;
- 5.13 **Open Meetings:** Members of the public shall be encouraged to attend all open meetings and address the Commission at the meeting. To protect the rights of all people attending such meetings and to maintain reasonable order, the following rules are established in accordance with P.A. 267 (1976), as amended:
1. All public meetings, **including sub-committee meetings**, shall be posted in the County Complex at the Board of Commissioners Office in accordance with the Open Meetings Act of 1976, as amended.
 2. No person shall be excluded from a public meeting except for a breach of peace committed at that meeting. However, members of the public who intend to attend an open meeting in groups of twenty (20) persons or more should notify the County Administration of their intention in order that the Board may make all efforts to secure adequate accommodations.

3. Members of the public may address the Board after receiving recognition from the Chair and giving his or her name and township, city or village of residence. Public comments shall be limited to a period set aside at each meeting for such purpose and each speaker shall have the floor for not more than three (3) minutes unless the Board grants an extension.

**LAPEER COUNTY BOARD OF COMMISSIONERS
RULES OF PROCEDURE**

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4. In the event that a person desires to address the Board in an extensive manner, that person shall contact the Chairperson of the Board with a request to be placed on the agenda, no less than seven (7) days prior to the scheduled meeting; and further, following approval from the Chairperson, shall provide the County Clerk's Office with the date, time, and subject to be placed on the agenda.
- 5.14 **Closed Meetings:** Pursuant to the Open Meetings Act (PA 267 of 1967, section 15.263), there are eleven (11) purposes in which Closed Meetings may be called, such as for collective bargaining (union) negotiations; in order to consider the purchase or lease of real property, up to the time an option to purchase or lease for that real property is obtained; to consult with legal counsel regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting could have a detrimental financial effect on the litigation or settlement position of the public body. In addition, a meeting may be closed by two-thirds (2/3) vote to review an employment application when requested by a candidate, and to consider material exempt from discussion or disclosure by state or federal statute, or for any other reasons allowed under the Open Meetings Act.
- 5.15 **Attendance of Closed Meetings:** The Board has sole discretion to determine who may be permitted to attend a Closed Session pursuant to the Open Meetings Act, particularly MCL 15.267 and 15.268. Routine attendance beyond the Board members, Administrator, Finance Director, and Clerk or Deputy Clerk, or exclusion of the Administrator or Finance Director, must be approved by the majority of the Board.
- 5.16 **Resolutions:** Pursuant to Motion 182-99 from the March 25, 1999 Regular Board Meeting, the Committee of the Whole shall have the authority to act on resolutions regarding commendation, congratulations, retirement, and appreciation; and further, that the Committee of the Whole be given authority to act on any other Resolution, when directed to other elected officials, and requiring immediate action, when two-thirds (2/3) of the members elected are present, which shall include forwarding the motion to the next regular meeting to be entered into the official record (effective January 17, 2019).

**ARTICLE VI
COMMITTEES**

- 6.1 **Standing Committees:** There shall be eight (8) standing committees of the Board:
 1. Committee of the Whole
 2. County Properties
 3. Personnel

- ~~4. Negotiations~~
- 4. Public Safety
- ~~6. Human Services~~
- ~~7. Strategic Planning~~
- 5. Policies, Procedures & Bylaws

LAPEER COUNTY BOARD OF COMMISSIONERS
RULES OF PROCEDURE

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6.2 **General Duties of Committees:** The general duties of each committee shall be making recommendations to the Board on issues of County business, act as liaison between the Board and departments and agencies, and to coordinate interrelated activities and to act on other items of business placed on the agenda by the Chairperson of that Committee.

6.3 **Specific Duties of the Committee of the Whole:**

1. All policy, financial, and other topics for Board of Commissioners consideration shall generally be brought to the Committee of the Whole prior to final decision at Regular Board Meetings. In addition, if a scheduled Committee of the Whole meeting is canceled or not held for any reason, topics on that agenda may be brought to the next Regular Board meeting for action.

6.4 **Specific Duties of the Personnel Committee:**

1. Make recommendations with regards to interviewing and hiring Department Heads;
2. Make recommendations with regard to employee relations, including personnel policies, employee negotiations, fringe benefits, job classifications and salaries;
3. At the request of the Full Board of Commissioners, evaluate and review the performance of County Department Heads and the County Controller/Administrator for Board approval;
4. Consider vacation extension requests and employee requests for leave of absence denied by the County Controller/Administrator.
5. Develop and revise the County's Personnel Policy for Board Approval.
6. Perform the process of Job Review and Analysis in compliance with the job analysis procedure.

~~6.5 **Specific Duties of the Negotiations Committee:**~~

- ~~1. Negotiate Labor Agreements as directed by the Board of Commissioners;~~
- ~~2. Make recommendations with regard to collective bargaining to the Board of Commissioners;~~
- ~~3. Hold grievance hearings as prescribed by respective labor contracts.~~

6.5 Specific Duties of the County Properties Committee:

1. Recommend office space allocations in county buildings;
2. Recommend policies to the Board related to purchasing, inventory of county property, placement and use of county property, and disposal of county property.
3. Recommend policies on maintenance of county buildings, grounds, and other properties.
4. Recommend alterations and additions to county buildings and grounds and oversee such construction, including procurement and recommendations on bids.
5. Make recommendations related to major capital outlays;
6. Recommend short and long term planning needs regarding capital improvements, office space needs and storage space needs;
7. Review needs regarding Real Property Capital Improvements for Board approval.

6.6 Specific Duties of the Public Safety Committee:

1. Enhance and encourage interagency collaboration and cooperation of Courts, law enforcement services, community corrections, and emergency response services.
2. Act as liaison between the Board and the Courts, law enforcement services, community corrections, and emergency response services.

~~6.8 Specific Duties of the Human Services Committee:~~

- ~~1. Enhance and encourage interagency collaboration and cooperation of human service agencies.~~
- ~~2. Act as liaison to health and human service agencies.~~

~~6.9 Specific Duties of the Strategic Planning and Review Committee:~~

- ~~1. Provide leadership to the Board to plan for a process to periodically (3-5 years) engage the County (Board, Administration, Department Heads) in establishing longtime goals and objectives for the County.~~
- ~~2. Help the Board annually review established goals and objectives to determine progress and modify plans as needed.~~
- ~~3. Ensure that County departments: (a) submit annual written and oral reports to the Board; and (b) annual programs/services performance measures furnished for the budget process are submitted and reviewed.~~

6.7 **Specific Duties of the Policies, Procedures & Bylaws Committee:**

1. To review and update items at least annually.

ARTICLE VII
AMENDMENTS TO THE RULES OF PROCEDURE

- 7.1 **Amendments:** These Rules of Procedure may be amended or repealed in whole or in part, at any regular or duly called special meeting of the members at which a Quorum shall be represented, by two-thirds vote of the Board members elected and serving, provided a statement of the character of such proposed amendments has been included in the notice of the meeting.

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DATE: May 22, 2023

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: Lapeer County Board of Commissioners

FROM: Jackie Arnold, Interim County Controller/Administrator

SUMMARY OF REQUEST / INFORMATION:

The County has been in need of updating the Lapeer County Financial Goals, Policies and Practices in order to add a new section (10) regarding **Cash Receipting**. This was recommended by the Finance Department and reviewed by the auditors, County Treasurer, and the Policies and Procedure Committee. The Committee referred it to the June 8th Committee of the Whole for consideration by the Board. All changes are noted in **RED**.

ADDITIONAL INFORMATION: Only changes are noted in new Section 10 on page 14, regarding Cash Receipting. All other sections remain the same.

CONTACT PERSON(S): Jackie Arnold, Interim County Controller/Administrator
Doreen Clark, Office Manager
Dana Miller, County Treasurer

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board and pursuant to the recommendation of the Policies and Procedures Committee, to approve the revised Financial Goals, Policies and Practices, as attached, reflecting the new Section 10 regarding Cash Receipting.

ATTACHMENTS: YES X or NO _____

FINANCIAL GOALS, POLICIES AND PRACTICES

Lapeer County, Michigan



Implemented By:

The Lapeer County Board of Commissioners

Originally Adopted: August 1, 1996, Motion # 460-96

Revised: May 1, 2014, Motion# 130-14

April 22, 2021, Motion #142-21

September 9, 2021, Motion #310-21

_____, 2023, Motion # _____

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

1

ACCOUNTING, AUDITING AND FINANCE REPORTING POLICIES

- 1A. Lapeer county will establish and maintain a high standard of accounting practices.
- 1B. The accounting standards will conform to generally accepted accounting practices.
- 1C. Regular monthly and annual financial reports will present a summary of financial activity by major type of fund.
- 1D. An annual audit will be conducted by a properly licensed independent public accounting firm.
- 1E. The County Controller/Administrator will review the independent auditors' report of internal control letter and present all findings and/or recommendations at a Full Board of Commissioners meeting.
- 1F. Lapeer County will continue its efforts to qualify for the Certificate for Excellence in Financial Reporting, awarded by the Government Finance Officers Association (GFOA).
- 1G. The County Controller/Administrator will insure that the County Finance Policies comply with all statements and other authoritative pronouncements from GASB (Governmental Accounting Standards Board), FASB (Finance Accounting Standards Board), AICPA (American Institute of Certified Public Accountants), GFOA (Government Finance Officers Association), and other official organizations.
- 1H. It is Lapeer County's intent to adhere to Generally Accepted Accounting Principles (GAAP), and to provide good faith disclosure of the financial position and condition of the County.

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

2

BUDGET POLICIES AND PRACTICES

- 2A. Lapeer County will utilize a decentralized operating budget process. All departments will be given an opportunity to participate in the budget process.

- 2B. Annual fixed budgets are adopted for all funds except capital project funds and trust funds. Project budgets are adopted for major capital projects and no budgets are adopted for trust funds since budget authorization and control are achieved alternatively through stipulations in the trust agreements.

- 2C. The budget must be balanced for all funds. Total anticipated revenues plus unreserved beginning fund balance must equal total estimated expenditures for the general fund. Total anticipated revenues must equal total estimated expenditures/expenses for all other funds.

- 2D. Lapeer County will attempt to establish an unreserved general fund balance in the general fund to pay expenditures caused by unforeseen emergencies, for cash short-falls caused by revenue declines and to eliminate any short-term borrowing. The goal for the unreserved fund balance shall be an amount which represents not less than 10% of the annual operating budget.

- 2E. All appropriations lapse at year-end. Any encumbered appropriations at year-end may be re-appropriated by the Board of Commissioners in the subsequent year.

- 2F. The Board of Commissioners will include an amount in the general fund budget (budget stabilization) for unforeseen operating expenditures. The amount will represent approximately 2%-5% of the general fund operating budget.

- 2G. All budgets shall be adopted on a basis consistent with generally accepted accounting principles as promulgated by Governmental Accounting Standards Board. Revenues are budgeted when they become measurable and available and expenditures are charged against the budget when they become measurable, a fund liability has been incurred and that liability will be liquidated with current resources.
- 2H. The budget shall be adopted at the legal level of control which is departmentally within each fund. However, fund and departmental budgets will only be approved by the Board of Commissioners on a line item basis. Failure to submit an expectable budget to the Board of Commissioners may cause a reduction or elimination of appropriations.
- 2I. Lapeer County will maintain a budgetary control system to ensure adherence to the budget and will prepare timely, monthly financial reports comparing actual revenues, expenditures and encumbrances with budgeted amounts.

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

3

CAPITAL BUDGET POLICIES

- 3A. Lapeer County will maintain its multi-year plan for capital improvements, and update it annually.
- 3B. The Board of Commissioners will budget for capital projects and capital maintenance in accordance with an adopted capital improvement program as resources are available.
- 3C. The Board of Commissioners will attempt to allocate a percentage of the annual general fund operating budget for additional and replacement capital assets.
- 3D. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.
- 3E. Lapeer County will accept Federal and State assistance for capital projects when such projects are consistent with the County's capital improvement program and County priorities.
- 3F. The County will maintain all assets at a level adequate to protect the County's capital investment and to minimize future maintenance and replacement costs.
- 3G. Lapeer County will project equipment replacement and maintenance needs for the current and succeeding years.
- 3H. Lapeer County will determine the least costly financing method and options for all new projects.
- 3I. Once a capital item is identified in the Capital Budget and the Budget is adopted by the Board of Commissioners, the County Controller/Administrator and/or the Building and Grounds Director shall have authority to approve the purchase.

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

4

PURCHASING POLICIES

- 4A. Lapeer County will maintain a centralized purchasing system where all government purchases over the board set base amount of \$1,000.00 will be coordinated by the Administration department.
- 4B. The purchasing department will maintain purchasing rules and regulations for internal use and will maintain and distribute to all eligible vendors purchasing rules and regulations written specifically for these vendors.
- 4C. The Board of Commissioners has established the following purchasing threshold:
- Purchases of \$100,000.00 or more: All purchases with an estimated total cost of \$100,000.00 or more require formal competitive sealed bids.
 - Purchases \$50,000.00 to \$99,999.99: All purchases with an estimated total cost between \$50,000.00 to \$99,999.99 require informal advertised sealed bids.
 - Purchases \$15,000.00 to \$49,999.99: All purchases with an estimated total cost between \$15,000.00 to \$49,999.99 require informal (non-advertised) sealed bids.
 - Purchases \$2,000.00 to \$15,000.00: All purchases with an estimated total cost between \$2,000.00 to \$15,000.00 require written quotations from at least three prospective bidders.
 - Purchases \$1,001.00 to \$2,000.00: All purchases with an estimated total cost between \$1,001.00 to \$2,000.00 require quotations (either in person, telephone, fax or written) from at least three prospective bidders.
 - Purchases less than \$1,000.00: All purchases with an estimated cost up to \$1,000.00, buyers are asked to use their best judgment as to source of supply and the number of quotations to solicit.
- 4D. Under no circumstances shall purchases be split to avoid bid limits.

4E. The Lapeer County Board of Commissioners reserves the right to refuse any and all bids, and/or select a *vendor* that may not be the lowest bid.

4F. Lapeer County authorizes the use of other units of government or non-profit organization contracts in lieu of issuing bids to *vendors* when it is to the economic advantage of the County.

4G. The Board of Commissioners approval is still required for all purchases *over* \$2,000.00, not specifically requested in the annual budget.

4H. The County Controller/ Administrators approval is required for all purchases over \$1,000.00 but under \$2,000.00, not specifically requested in the annual budget.

4I. Items costing \$2,000.00 or more shall be coordinated through the Building and Grounds Department and the Capital Budget.

4J. Lapeer County may develop a purchase order and encumbrance system to approve, track and record all purchases.

4K. Under no circumstances shall property or equipment purchased, leased or rented with County funds be used for personal use.

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

5

REVENUE POLICIES

- 5A. Lapeer County will attempt to maintain a diversified and stable revenue system to shelter it from short-run fluctuations in any single revenue source.
- 5B. The County will estimate its annual revenues by an objective, analytical process.
- 5C. The County will establish all user charges, fees, and inter-fund charges at a level which reflects the full cost providing the service, including all direct and indirect costs.
- 5D. The County will review all fees and charges annually in order to keep pace with the cost of providing that service.
- 5E. Lapeer County will follow an aggressive policy of collecting revenues.
- 5F. Pursuant to the Revised Statutes of 1846, Chapter 48, Section 48.40, County Treasurers, states "It shall be the duty of the county treasurer to receive all moneys belonging to the county, from whatever source they may be derived;"

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

6

DEBT POLICIES

- 6A. Lapeer County will confine long-term borrowing to capital improvements, or other major projects that cannot be financed from current revenues.
- 6B. The County will not use long-term debt for current operations.
- 6C. The County will meet all debt obligations when due.
- 6D. The County will maintain good communications with bond rating agencies and will try to improve or maintain its current level bond rating annually.
- 6E. Lapeer County will maintain a Capital Projects Revolving Fund. This fund is an internal borrowing mechanism to allow short-term borrowing for various funds.

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

7

CASH AND INVESTMENT POLICIES

- 7A. It is the policy of Lapeer County to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the county and comply with all state statutes governing the investment of public funds.
- 7B. This investment policy applies to all financial assets of the county. These assets are accounted for in the various funds of the county and include the general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, internal service funds, trust and agency funds and any new funds established by Lapeer County.
- 7C. Lapeer County will, where permitted by law, pool cash from several funds for investment purposes.
- 7D. Depositories shall be selected through a banking procurement process, which shall include a formal request proposal issued every two years.
- 7E. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
- 7F. The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. It is Lapeer County's policy to enforce diversification of its investment portfolios to reduce risk.
- 7G. The investments portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Therefore, investments for all operating funds shall be made in maturities of twelve months or less, unless approved by the Board of Commissioners.
- 7H. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

(con't)

- 7I. Authority to manage the investment program is derived from MCL 48.40. Management responsibility for the investment program is hereby delegated to the County Treasurer per MCL 48.40, who shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the County Treasurer. The County Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.
- 7J. The County Treasurer is limited to investments authorized by Act 20 of 1943, as amended, and may invest in the following:
- 7K. All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the County Treasurer shall be on a cash basis. Securities may be held by a third-party custodian designated by the treasurer and evidenced by safekeeping receipts as determined by the treasurer.
- 7L. Controls shall be designed to prevent losses of government funds arising from fraud, employee error, misrepresentations by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of Lapeer County.
- 7M. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- 7N. Quarterly and annual investment reports shall be submitted by the County Treasurer to the Board of Commissioners summarizing recent market conditions, economic developments and anticipated investment conditions. The annual investment report shall contain sufficient information to permit an independent organization to evaluate the performance of the investment program.

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

8

FIXED ASSET POLICIES

- 8A. Lapeer County will establish and maintain a Capitalization (fixed assets) policy.
- 8B. A fixed asset shall include such items as land, land improvements, buildings, fixtures and equipment having a useful life of more than one year.
- 8C. The Board of Commissioners shall establish a minimum fixed asset level of \$5,000.
- 8D. Major additions, including those which significantly prolong a fixed assets life, shall be capitalized.
- 8E. Normal repairs that merely maintain an asset in its present condition shall be recorded as expenditures.
- 8F. The County will maintain all assets at a level adequate to protect the County's investment and to minimize future maintenance and replacement costs.
- 8G. Lapeer County may contact with an asset valuation firm to perform a physical inventory every five years.
- 8H. Asset Additions, Retirements and Transfers shall be handled in accordance with the County of Lapeer Property Control Manual.

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

9

INVENTORY CONTROL POLICIES

- 9A. Lapeer County will establish and maintain an inventory control policy.
- 9B. Inventory is defined as an asset, which has an acquisition cost of more than \$5,000 and a useful life of more than one year.
- 9C. The County shall tag and inventory all assets that meet this definition.
- 9D. The County will maintain all inventory at a level adequate to protect the County's investment and to minimize future maintenance and replacement costs.
- 9E. Inventory Additions, Retirements and Transfers shall be handled in accordance with the County of Lapeer Property Control Manual.

LAPEER COUNTY FINANCIAL GOALS, POLICIES AND PRACTICES

10

CASH RECEIPTING

- 10A. All cash receipts **SHALL** be deposited with the County Treasurer's Office before 4:00 p.m. of every Monday through Friday (except Holidays). Cash receipts are all moneys which shall come into the hands of any office of the County or an employee or elected official of that office (including Cash, Check, Debit/Credit, Electronic Transfer and ACH), through the operation of County business or authority of that office.
- 10B. A Daily Deposit transmittal shall be prepared, reviewed and signed by the depositing Department's Authorized Designee.
- 10C. The completed, signed Daily Deposit Transmittal, along with the funds, shall be taken to the Office of the County Treasurer at the end of each working day before 4:00 p.m
- 10D. The staff member of the County Treasurer's Office shall verify the Deposit Transmittal to the supporting documentation (and initial).
- 10E. The staff member of the County Treasurer's Office shall review the totals and enter the Daily Deposit Transmittal into the register, entering the detailed deposit by account number.
- 10F. After receipts are counted, verified, and placed in the register, the staff member of the County Treasurer's Office shall give the depositing office a receipt.
- 10G. The depositing Department's staff member shall review and verify that the receipt matches the intended deposit (both account numbers and amounts).
- 10H. At the end of the day, the County Treasurer's Office will generate a POS listing by Receipt number and balance the cash, check(s), credit and electronic deposits.
- 10I. The staff member of the County Treasurer's Offices shall prepare a daily deposit with the armored carrier.
- 10J. The staff member of the County Treasurer's Office shall post receipts to the County's General Ledger.
- 10K. Each depositing Department shall prepare, sign and submit a Monthly Departmental Transmittal, reconciling departmental deposit records with County Monthly Financial reports.

Amy Cell gave an update regarding the hiring process for the County Controller/Administrator position.

* Motion by Howell, supported by Zender, to refer the discussion regarding the Prosecutor's salary to the June 8, 2023 Committee of the Whole Meeting. Motion carried. *

Public Time – five people spoke during public time.

The Commissioners made statements regarding Public Time comments, and gave brief reports on upcoming meetings and events.

Motion by Hamilton, supported by Knisely, to go into Closed Session for the following purposes:

1. For the purpose of consulting with the County's appointed legal counsel, Attorney Carlito Young, and Civil Counsel, Prosecutor John Miller, regarding trial or settlement strategy in connection with ongoing pending litigation in the case of the "Estate of Eric Overall vs. Lapeer County, et al," and to review and consider attorney-client privileged material exempt from discussion or disclosure by state or federal statute; and,
2. Pursuant to the Michigan Open Meetings Act, subsection 8(f), to review and consider the contents of applications for employment related to the vacant County Controller/Administrator position with Amy Cell Talent for the candidate(s) that requested that their application remain confidential, with the understanding that all interviews will be conducted publicly.

Roll Call Vote: Hamilton, aye; Haggadone, aye; Howell, aye; Knisely, aye; Mast, aye; Zender, aye; Kohlman, aye. 7 ayes. Motion carried unanimously.

The meeting recessed. 10:43 a.m.

Lynette Stanford, Secretary/Deputy County Clerk was excused, and Theresa M. Spencer, Lapeer County Clerk remained. 10:45 a.m.

The meeting reconvened. 10:58 a.m.

Motion by Howell, supported by Knisely, to go out of closed session. Motion carried. 11:59 a.m.

Motion by Howell, supported by Knisely, to approve the minutes of the closed session. Motion carried.

Motion by Hamilton, supported by Haggadone, to hold a Special Meeting on Thursday, May 18, 2023 at 9:00 a.m. for the purpose of interviewing and discussion of candidates for the position of County Controller/Administrator. Motion carried.

Motion by Mast, supported by Haggadone, to adjourn the meeting. 12:00 p.m.

Tom Kohlman, Chairman
Committee of the Whole

7

DATE: June 5, 2023

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: BOARD OF COMMISSIONERS

FROM: ADMINISTRATION/BOC OFFICE

SUMMARY OF REQUEST / INFORMATION: Request to approve the Employment Agreement between the County of Lapeer and Moses Sanzo as the appointed Lapeer County Controller/Administrator for the period of July 1, 2023 through December 31, 2027, as negotiated.

ADDITIONAL INFORMATION: The Employment Agreement has been reviewed by the Ad Hoc Committee, Amy Cell, the County's Labor Attorney as well as by Mr. Moses Sanzo and his attorney. All parties agree to the terms of the agreement.

CONTACT PERSON(S): Doreen Clark, Office Manager (on behalf of the Ad Hoc Committee consisting of Commissioners Gary Howell, Tom Kohlman and Bryan Zender)

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Employment Agreement

DRAFT MOTION:

Motion by _____, supported by _____, pursuant to action taken at the May 25, 2023 giving this Committee of the Whole meeting the authority to act in this matter, to approve the Employment Agreement between the County of Lapeer and Moses Sanzo, as the appointed Lapeer County Controller/Administrator, as negotiated and agreed upon, for the period of July 1, 2023 through December 31, 2027; and further, to authorize the Chairman to sign said agreement.

166-2023

Motion by Haggadone, supported by Zender, pursuant to the recommendation of the Personnel Committee, to amend the Table of Organization for the County Clerk's Office to add one additional full-time Court Clerk I position (#TBD, pay grade 14, Circuit Court Division), due to additional duties responsibilities, to be paid by General Fund, with the request that the County Clerk and Finance Departments get together to prepare the appropriate budget amendment related to the new position. Motion carried. (*note: completed and submitted*)

167-2023

Motion by Zender, supported by Knisely, to authorize Community Mental Health to purchase a shed for Harmony Hall at a cost not to exceed \$9,206.00 to be paid by Community Mental Health funding, at no additional cost to the County General Fund. Motion carried.

168-2023

Motion by Zender, supported by Knisely, pursuant to the recommendation of the ARPA Committee, to accept and award the bid from Frank Rewold and Sons Inc. for Construction Manager At-Risk Services for the Redevelopment of Torzewski County Park Project, at a cost of \$20,000, for pre-construction services, to be paid from Fund 281 (expense category 2.11); and further, to authorize the Chair/Vice-Chair to sign said service agreement. Motion carried.

169-2023

Motion by Zender, supported by Knisely, pursuant to the recommendation of the ARPA Committee, to authorize the Continuation of Services Amendment Agreement with H2A Architects for Torzewski County Park in the amount of \$14,900 and General Squier Park (excluding Forrest Hall) in the amount of \$14,900, which will include preparation of bid documents, bid assistance, and construction administration services, to be paid from Fund 281 (expense category 2.11). Motion carried.

170-2023

Motion by Hamilton, supported by Haggadone, to enter into the record the County's Audit Motions for May 5, 2023, May 11, 2023, and May 19, 2023 and also the Road Commissions Audit Motion for disbursements dated May 4, 2023 and May 18, 2023. Roll Call vote: Hamilton, aye; Knisely, aye; Mast, aye; Zender, aye; Haggadone, aye; Howell, aye; Kohlman, aye. 7 ayes. Motion carried.

No appointments were made at this time.

Commissioner Howell spoke regarding the need for an Ad Hoc Committee to negotiate the contract for the County Controller/Administrator position.

171-2023

Motion by Howell, supported by Haggadone, to give the June 8, 2023 Committee of the Whole Meeting authority to act on any motion which may be presented regarding the County Controller/Administrator position. Motion carried.