



Lapeer County Board of Commissioners

255 Clay Street, Suite 301

Lapeer, Michigan 48446

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www.lapeercountyweb.org

COMMITTEE OF THE WHOLE

****COMMISSION CHAMBERS****

March 31, 2022

9:00 A.M.

A-G-E-N-D-A

****Attendance Roll Call; Opening Prayer; and Pledge of Allegiance***

- 1) CONSIDERATION OF THE DRAFT **MINUTES** FROM THE **March 17, 2022**
COMMITTEE OF THE WHOLE MEETING
and
REVIEW OF **OVERNIGHT TRAVEL REQUESTS, GRANT**
APPLICATIONS AND BUDGET AMENDMENTS (*distributed and*
reviewed throughout the meeting)
and
DEPARTMENT HEAD UPDATES – (As needed, No Action Required)
- 2) **PUBLIC TIME** – Citizens Comments, etc.
- 3) **EMERGENCY MANAGEMENT-** Request Authorization to renew the Nixle
Engage Alert and Notification System
- 4) **HEALTH DEPARTMENT-**
 - A. Request Authorization to Purchase a ThermoFischer Scientific Vaccine Freezer
 - B. Request Approval of the Senior Millage proposed Ballot Language

Continued---

5) SHERIFF'S DEPARTMENT

- A. Request Authorization to Pay the Invoice for the Annual Renewal of the Sherriff's App
- B. Request Approval to Participate in the Local Corrections Officer Training Act Grant
- C. Request to Accept the Contract with Combined Public Communications for Inmate Communication and related Technologies and Services
- D. Request to Purchase Jail Management System from Combined Public Communications

6) SOLID WASTE AUTHORITY APPOINTMENTS DISCUSSION

7) PUBLIC TIME- Citizens Comments, etc.

8) CLOSED SESSION (only if needed)

ADJOURN -

Upcoming Meetings/Public Hearings/Events:

NEXT FULL BOARD MEETING - 04/07/2022

NEXT C.O.W MEETING - 04/14/22

FOLLOWING FULL BOARD - 04/21/2022

Personnel Committee Meeting - 3/31/2022

Following Tentative Personnel Meeting - 04/14/2022

Tentative Properties Meeting- 04/14/2022

**COMMITTEE OF THE WHOLE
March 17, 2022
9:00 a.m.**

Vice-Chairman Henning called the meeting to order at 9:05 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Schneider opened the meeting with prayer. The Pledge of Allegiance was recited.

Present: Commissioners Lenny Schneider, Rick Warren, Bryan Zender, Dyle Henning, Linda M. Jarvis

Others: Quentin Bishop, County Controller/Administrator, Jackie Arnold, Chief Financial Officer, Lynette Stanford, Secretary/Deputy County Clerk

Absent: Commissioners, Brendan Miller, Gary Roy

Motion by Warren, supported by Zender, to approve the agenda with the addition of two draft motions related to item six of the agenda, a draft motion related to the purchase of digital budget book, and the deletion of a closed session. Motion carried.

Motion by Jarvis, supported by Warren, to approve the minutes from the March 3, 2022 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

Sheriff McKenna gave a brief update regarding recent Department statistics, recent and upcoming events. Additionally, Sheriff McKenna introduced Deputy Brendan Ecker, who has recently joined the Lapeer County Sheriff Department staff, and administered the Oath of Office to Deputy Ecker.

Lauren Emmons, C.E.O., Community Mental Health spoke regarding the structure, funding, and client services of his department.

Public Time – four people spoke during public time.

Motion by Jarvis, supported by Warren, to recommend to the Full Board, to accept the Fiscal Year 2022 Round 1 Valley Area Agency on Aging (VAAA) Contract Amendment, at no additional cost to the County General Fund; and further, to authorize the Chair/Vice-Chair to sign said Amendment. Motion carried.

Motion by Warren, supported by Jarvis, to recommend to the Full Board, to approve the software update for the Jail LiveScan machine, at a cost of \$2,934.00 to comply with Windows-10, to be paid from line item 266-351-944.000. Motion carried.

Motion by Warren, supported by Schneider, to recommend to the Full Board, to authorize payment to Attorney Howard L. Shifman P.C., in the amount of \$34.50, for labor related legal services rendered through February 28, 2022, to be paid from line item 101-210-801.020. Motion carried.

Motion by Zender, supported by Warren, to recommend to the Full Board, to authorize a Region 10 wage pass-through stipend payment in the amount of \$2,000.00 to those eligible Community Mental Health and Alcohol Information and Counseling Center (AICC) employees no-later-than August 31, 2022 who are actively on payroll as of August 1, 2022, and at no cost to the County's General Fund; and further, that all employees no receiving wage pass-through funding by November 1, 2022, will receive a County issued stipend by November 18, 2022 at an amount and funding source to be determined by the Board of Commissioners. Motion carried.

Motion by Zender, supported by Warren, to recommend to the Full Board, to enact a Policy, effective immediately, that any wage pass-through funding must be fully funded and each provision must be approved by the Board of Commissioners. Motion carried.

Motion by Jarvis, supported by Warren, to recommend to the Full Board, pursuant to the previously approve Board of Commissioners motion #73-22 from March 10, 2022 authorizing the purchase of digital budget book service, approve of the quote from Open Gov, at a cost of \$39,973.89, as submitted; and further, to authorize the County Controller/Administrator to sign any necessary documents related to this purchase. Motion carried.

Public Time – three people spoke during public time.

The Commissioners gave brief reports on upcoming meetings and events.

The meeting adjourned. 10:55 a.m.

Dyle Henning, Vice-Chairman
Committee of the Whole



Invoice

Everbridge, Inc
155 N. Lake Ave., Suite 900
Pasadena CA 91101
United States
818-230-9786
www.everbridge.com

Acct. No.	Date	Invoice #
14669	03/14/2022	M68971

Bill To		Customer				
Attn: Accounts Payable Lapeer County Office of Emergency Management 2332 W Genesee St Lapeer MI 48446 United States		Attn: Mary Piorunek Lapeer County Office of Emergency Management 2332 W Genesee St Lapeer MI 48446 United States				
PO #		Quote Number	Sales Rep			
		Q-93799	Christopher, Jennifer E			
Payment Terms		Payment Notes	Due Date	Currency		
Net 30			04/13/2022	USD		
Billing Start Date		Billing End Date	Category			
03/21/2022		03/20/2023				
Item	Description	Quantity	Net Annual	Pro-Rate	One Time Credit	Amount
101-99-11-0214-000	Nixle Engage	88,000	7,500.00	0.00		7,500.00

			Total	\$7,500.00
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Remittance Slip

Customer Number	Invoice #	Amount Due	Amount Paid
14669 Lapeer County Office of Emergency ...	M68971	\$7,500.00	

Make Checks Payable To

Everbridge Inc.
Attn: Accounts Receivable Dept.
PO Box 92506
Las Vegas, NV 89193-2506

FOR OVERNIGHT COURIER SERVICE:
Everbridge Inc.
c/o WAB Lockbox Operations Box # 92506
5976 Euclid St
Las Vegas, NV 89120

WIRES / ACH PAYMENTS SHOULD BE SENT TO:
Bridge Bank, a division of Western Alliance Bank
ABA or Routing number: 121143260
Account number: 0101355022
For Credit to: Everbridge Inc

For Receiving International Wires in USD Only:
Swift Code: BBFXUS6S
For Canadian payments: HST#858007263

Please call or email Everbridge Accounts Receivable Department at (818) 230-9786 or Accounts.Receivable@everbridge.com for any questions and for any international payments other than USD to receive wire instructions.

Everbridge – Nixle Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and the client (“**Client**”) identified on the Quote (as defined below), effective on the date of Client’s signature on the Quote (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication service(s) (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an “**Affiliated Entity**”) may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to “**Client**” shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for the Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds the usage levels specified in the Quote, then Everbridge

may invoice Client for any overages at the then applicable rate. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Services (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2 Use of Services. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Services. Client shall use the Services in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. Client acknowledges that the Services are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Services by Client, Users or Contacts.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Services. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Upon request, Everbridge shall provide Client with a copy of its current SSAE 16 SOC 2 report. Everbridge’s security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for

Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("Initial Service Term"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("Renewal Term"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "Grace Period") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "Monthly Holdover Fee"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%). With respect to any renewals which are signed by Client after the previous term's expiration date, Everbridge reserves the right to increase its fees in such Renewal Term by five percent (5%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client

through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Service.

6.2 Restrictions. Client shall use the Service solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical

information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Services in material compliance with the functionality and specifications set forth in the applicable Service Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("Claim") arising out of any data sent, posted or otherwise transmitted via the Service by Client or Contacts, or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Service to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any

indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the Quote. All legal notices shall

be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Everbridge Support Center.

11.7 Marketing. Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

11.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

Nixle® Branded Products:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Service or www.nixle.com for public facing communications to citizens and other public groups (collectively, "Communications"), (b) use and display Client's trademarks, service marks and logos, solely as part of Communications to Contacts or to and on other websites where Everbridge displays your Communications, and for marketing the Services, and (c) place a widget on Client's website in order to drive Contact registrations. Client further acknowledges and agrees that all personal information from public users registering through the Nixle branded websites is owned expressly by Everbridge and such information will be governed by the Privacy Policy.

Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "Data Feed" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. "Incident Administrator" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. "Incident Operator" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.
3. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions ("Secure Messaging"), Everbridge shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage. The P2P Solutions are provided on an "AS IS" and "AS AVAILABLE" basis. Technical difficulties or failures may occur at any time, and the solutions are used at your sole risk. The sole remedy for a failure of the P2P Solution is to terminate such services with no further payments due.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.

1. **IPAWS Authorization:** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials:** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging:** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term:** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

4A

REQUEST FOR ACTION

DATE: 24 March 2022

X REQUEST FOR ACTION
 FOR YOUR INFORMATION
 REQUEST FOR INFORMATION

TO: BOC

FROM: Kathy Haskins, MPH, BSN

SUMMARY OF REQUEST / INFORMATION:

- Request authorization to purchase the ThermoFischer Scientific Vaccine Freezer (Model TSX22330FA at the cost not to exceed \$7,485.00 (includes Freight/Delivery). Further, requesting authority to act today, 3/31/22 (see note below).

ADDITIONAL INFORMATION:

- NOTE: **This is special pricing. We must order by COB 3/31/22 to receive this promotional price,** which is a savings of over \$4,000.00
- See attached quote sheet
- The ThermoFischer Scientific is the type we currently use and has been reliable. As compared with the other two, this quote includes an 8-year warranty on the compressor, 24 months on both parts and labor, is 23.3 cubic feet, and with the promotional price, is the lowest bid. It replace the much older and smaller freezer, which is not running properly.
- Cost completely covered by the COVID Immunization grant, which ends 12/30/20 (it is a short-term grant). Account Info: RU 338; 221-338-730-030

CONTACT PERSON(S): Kathy Haskins

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Sheet with quotes/comparisons

DRAFT MOTION: I move to authorize Lapeer County Health Department to purchase the ThermoFischer Scientific model JLF430A vaccine freezer, at a cost not to exceed \$7,485.00, funded through the Covid Immunization Grant, at no additional cost to the General Fund, and with authority to act 3/31/22.

ATTACHMENTS YES X NO

Vaccine Freezer Quotes and Comparison

Vendor	Helmer	Helmer	ThermoFischer Scientific
Model	HLF120-GX	iHLF120-GX	TSX2330FA
Cubic feet	20.2	20.2	23.3
Solid door	Yes, Right-hinge	Yes, Right-hinge	Yes, right-hand swing
Locks	Yes	Yes	Yes
Defrost	Auto	Auto	Auto
Door ajar alarm	Yes	Yes	Yes
Hi/Lo temp alarm	Yes	Yes	Yes
Wire shelves/#	4 vented	4 vented	4 wire
Thermostat	LED	Color Touchscreen	LED
Access/probe port	Top port	Top port	Rear Port
Temp Range	-35C to -15C	-35C to -15C	-35C to -15C
Battery back-up	Yes, 9 Volt	Yes, 12 Volt	Yes
Wheels/Casters	Standard w Locks	Standard w Locks	Standard w Locks
Warranty			
Compressor	3 year	5 year	8 year
Parts/labor	2 year parts/1 year labor	2 year parts/1 year labor	24 month parts and labor
Price	\$6,956.01	\$9,746.73	\$6,750.00 ***
Freight/Delivery	\$1,109.45 (estimate)	\$1,109.45 (estimate)	275.00/460.00
Total Price	\$8,065.45	\$10,856.18	\$7,485.00
Quote Expiration	NA	NA	3/31/2022

***This unit is on promotion until 3/31/22. Regular price is \$10,953.00.

4B

DATE: March 24, 2022

XX **REQUEST FOR ACTION**

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: BOARD OF COMMISSIONERS

FROM: Health Department

SUMMARY OF REQUEST / INFORMATION: Request to Approve the Senior Millage Ballot Language for the August 2, 2022 Primary Election

ADDITIONAL INFORMATION: Final Ballot Language Approved by the Board must be submitted to County Clerk prior to Tuesday May 10th

CONTACT PERSON(S): Ingrid Fink, Kathy Haskins, Nancy Galant

BACKGROUND INFORMATION: According to data from the Michigan Website the 60+ population is expected to continue growing until the peak in 2034. The bulk of the need for the millage is to cover the increase in food costs. We have incorporated a 4% increase to cover any potential increases in the future to the cost per meal. The remaining of the budget costs includes the senior program staffing, fuel and vehicle costs, and the costs of running the various programs (building, phones, ect.).

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, Supported by _____, to adopt and approve the Ballot Language for the Senior Citizens Program and Services; to be placed on the August 2, 2022 Primary Election Ballot, as follows:

**MILLAGE FOR
SENIOR CITIZEN SERVICES**

Shall the County of Lapeer levy on all taxable property in Lapeer County, for .3916 mills (\$0.3916 for each \$1,000 of taxable value) for a period of four (4) years from 2023 through 2026, inclusive, to provide support for the Lapeer County Senior Citizens Services, including, but not limited to, Home Delivered Meals, Congregate Meal Sites, Senior Activities, Personal Care and Respite Care? The proposed millage includes an additional 0.1459 mills in order to maintain current level of service.

The estimated revenue to be collected in the first year that the millage is authorized and levied is \$1,293,149.79. In accordance with State law, a portion of the total millage revenues from the tax levy may be captured by the tax increment finance districts within Lapeer County.

() YES

() NO

**MILLAGE FOR
SENIOR CITIZEN SERVICES**

ORIGINAL

Shall the County of Lapeer levy on all taxable property in Lapeer County, for .3916 mills (\$0.3916 for each \$1,000 of taxable value) for a period of four (4) years from 2023 through 2026, inclusive, to provide support for the Lapeer County Senior Citizens Services, including, but not limited to, Home Delivered Meals, Congregate Meal Sites, Personal Care and Respite Care?

The estimated revenue to be collected in the first year that the millage is authorized and levied is \$1,293,149.79. In accordance with State law, a portion of the total millage revenues from the tax levy may be captured by the tax increment finance districts within Lapeer County.

The current millage expiring in 2022 for .2457 mills was previous authorized in 2018. The proposed millage includes an additional 0.1459 mills in order to maintain current level of service.

() YES () NO

PROPOSED CHANGES

1. The sentence, "The current millage expiring in 2022 for .2457 mills was previously authorized in 2018" be removed.
2. The sentence, "The proposed millage includes an additional 0.1459 mills in order to maintain current level of service" be moved to the first paragraph.
3. "Senior Activities" be added to the listed supportive services; after "Congregate Meal Sites", and before "Personal Care"

**MILLAGE FOR
SENIOR CITIZEN SERVICES**

PROPOSED LANGUAGE WITH CHANGES

Shall the County of Lapeer levy on all taxable property in Lapeer County, for .3916 mills (\$0.3916 for each \$1,000 of taxable value) for a period of four (4) years from 2023 through 2026, inclusive, to provide support for the Lapeer County Senior Citizens Services, including, but not limited to, Home Delivered Meals, Congregate Meal Sites, Senior Activities, Personal Care and Respite Care? The proposed millage includes an additional 0.1459 mills in order to maintain current level of service.

The estimated revenue to be collected in the first year that the millage is authorized and levied is \$1,293,149.79. In accordance with State law, a portion of the total millage revenues from the tax levy may be captured by the tax increment finance districts within Lapeer County.

() YES () NO

5A

DATE: March 23, 2022

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 pay the OCV invoice for the Sheriff's App. Invoice amount \$4,995.00

BACKGROUND INFORMATION: To pay the annual Sheriff's App invoice from line #266-351-944.000

CONTACT PERSON(S): Sheriff Scott McKenna / Undersheriff Jeremy Howe

SUPPORTING DOCUMENTS: Copy of the invoice

DRAFT MOTION:

Motion by _____, supported by _____, to approve the payment of invoice F10-3287 in the amount of \$4,995.00 to OCV for the Sheriff's App. Funds to come from line #266-351-944.000.

ATTACHMENTS YES__x__ NO__ __

OCV, LLC. FEIN 26-0510017
PO BOX 3387
Auburn, AL 36831
800-381-8321
accounts@myocv.com
http://www.myocv.com



INVOICE

BILL TO
Lapeer County Sheriff's Office
c/o Sheriff Scott McKenna
3231 John Conley Dr.
Lapeer, MI 48446

INVOICE # F10-3287
DATE 03/15/2022
DUE DATE 04/30/2022
TERMS Net 30

SALES REP
Kevin Cummings

DESCRIPTION	ACTIVITY	QTY	RATE	AMOUNT
Annual support fee to maintain app and upgrade to current iOS and Android standards, host any internal feeds and database structures, and provide customer support. (4.1.2022 - 3.31.2023)	Annual Renewal Fee	1	4,995.00	4,995.00

Payments and other mail may be sent to our new address:
OCV, LLC
PO Box #3387
Auburn, AL 36831

BALANCE DUE

\$4,995.00

Please contact Accounts@myocv.com with any invoicing questions.
For technical support, please contact Support@myocv.com.

Thank you for doing business with OCV, LLC!

5B

**LAPEER COUNTY
"GRANT" REQUEST FOR ACTION**

DATE: 3/23/2022

X REQUEST FOR ACTION -Grant Application

X REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County Board of Commissioners

FROM: Sheriff Scott McKenna / Lt. Steve Beebe

SUMMARY OF REQUEST/INFORMATION: _____
_____ To approve a 100% Corrections training reimbursement grant for the cost of our booking fees

ADDITIONAL INFORMATION:

			YES	NO
CFDA #	_____	Is there a Continuation Requirement?	_____	x
% FEDERAL	_____	Is there an Interest Earned Requirement?	_____	x
% STATE	_____	Can Interest be charged to the Grant?	_____	x
LOCAL MATCH	Cash: _____ In-Kind: _____	Is Cost Allocation Allowable? it is a reimbursement grant	_____	x
Revenue Account Line #: <u>264</u> - <u>352</u> - <u>956</u> . <u>000</u>				

CONTACT PERSON(S): Lt. Steve Beebe / Undersheriff Jeremy Howe

BACKGROUND INFORMATION: _____ 100% of all corrections training will cover reimbursed under the Michigan
_____ Sheriff's Coordination and Training Council Local Correction officer Training Act.

SUPPORTING DOCUMENTATION: _____

DRAFT MOTION: _____ Motion by _____ 2nd by _____
_____ to approve the Sheriff's Office to participate in the Local Corrections officer Training Act.

ATTACHMENTS Yes _____ No _____



Michigan Sheriffs' Coordinating and Training Council Local Corrections Officer Training Act

Grant Application Requirements/Process

- Authority:** The Local Corrections Officers Training Fund is created in the State Treasury and administered by the Sheriffs' Coordinating and Training Council. Revenue is received from Booking Fees collected under section 4b of 1846 RS 171, MCL 801.4b, and funds from any other source provided by law.
- Purpose:** The purpose of the fund is to defray the costs associated with continuing education, certification, and recertification of local corrections officers. Grant funds awarded to a successful applicant may not be used to supplant local funding already in place for the training of local corrections officers.
- Eligibility:** In order to be eligible to receive a grant for the training, certification, and recertification of local corrections officers the county sheriff's office must forward 100% of the fees collected under section 4b of 1846 RS 171, MCL 801.4b to the Local Corrections Officer Training Fund, hereinafter referred to as the Fund.

I. Grant Funding Qualification Requirements

- A. In order for a county to be eligible to receive a grant from the Fund, the County Sheriff's Office **must be submitting 100% of the booking fees to the Fund.**
- B. The county Sheriff's Office must execute a signed affidavit agreeing to submit 100% of Booking Fees collected under section 4b of 1846 RS 171, MCL 801.4b and funds from any other source provided by law to the fund.
- C. The county Sheriff's Office must demonstrate compliance with the affidavit by submitting 100% of fees collected to the Fund for a minimum of six months, two consecutive calendar quarters, before a grant award may be made to the eligible county.

II. Eligible Training

Grant eligible Training shall consist of one of the following types of programs:

- A. Local correctional officer training program for certification or recertification as prescribed by the Michigan Sheriffs' Coordinating and Training Council. (See Appendix A)
- B. Approved In-Service Training Topics as prescribed by the Michigan Sheriffs' Coordinating and Training Council. (See Appendix B)
- C. A specialized training program. If the specialized training program is not listed on the approved In-Service Training Topics list, a request by the County Sheriff's Office must be submitted to the Sheriffs' Coordinating and Training Council for approval prior to receiving any grant award for said training. All specialized training requests must provide complete documentation of the program including course objectives and syllabus along with justification for the need of the specialized training.

III. Allowable Expenditures

- A. A grant request may include the following costs:
 - 1. Instructor/Contractor fees
 - 2. Required Training Materials (i.e. student/instructor manuals, handouts, diskettes, CD's, thumb/USB drives, etc.)
 - 3. Training Equipment **will only be funded if**; the training cannot be provided without the identified equipment. Grant applicants must provide written justification for the need of the equipment. All training equipment purchased with training fund money must be used for **training purposes only** and not become part of a department's daily corrections operation.
 - 4. Classroom Rental
- B. A grant request **may not** include funding request for the following costs:
 - 1. Administrative Costs/Fees
 - 2. Alcohol Purchases
 - 3. Out-of-Country Training

4. Complimentary Marketing items such as mugs, patches, shirts, etc.
5. Fees for continuing education credits
6. Payment of overtime/benefits for attending training or backfill of position of corrections officer attending training.
7. Salaries and wages

IV. Supplanting

- A. Grant funds awarded to a successful applicant may not be used to supplant local funding already in place for the training of local corrections officers. This supplanting requirement would also include federal grants or other state funding previously available for the same training.
 1. If previous funding is no longer available, documentation as to the reason why the funding is no longer available must be provided by the applicant.

V. Applying for a Grant

Counties meeting the grant eligibility requirements shall complete a grant application and Affidavit of Participation annually and submit the completed application to the Michigan Sheriffs' Coordinating and Training Council Grant Manager for review. (email: cheryl.hartwell224@gmail.com or mail to Cheryl Hartwell, 224 Fuller Street, Nashville, MI 49073)

A County Sheriff's Office applying for a training grant through the Local Corrections Officers Training Fund must provide the following information:

- A. Applicant Information (county, federal identification number)
- B. County Board of Commissioner Chairperson Information (name, phone, address, email, signature, date)
- C. Sheriff Information (name, phone, address, email, signature, date)
- D. County Financial Officer (name, direct/cell phone, address, email, signature, date) – if changes occur, notify Michigan Sheriffs' Coordinating and Training Council **immediately.**
- E. Primary Grant Contact Information (name, direct/cell phone, email) – if changes occur, notify Michigan Sheriffs' Coordinating and Training Council Grant Manager **immediately.**
- F. Program Information
 1. Type
 2. Course Title

3. Number of Hours of Training
 4. Number of Corrections Officers to be Trained
 5. Training Dates
 6. Specialized Training Program Information (if applicable)
 - A. Title
 - B. Brief Description of Program
 - C. Statement of Training Need
 - G. Budget Breakdown by Category

Personnel	Course Tuition	Equipment
Travel Costs	Training Supplies	
 - H. Budget Detail – Provide a brief narrative justifying costs requested in each category. Explain any calculations used to arrive at requested amounts (i.e. mileage at approved rate, hotel lodging cost, meal package/meals at approved rates, etc).
 - I. Provide Name and Title of Person Completing the Budget, including phone, email and signature.
- VI. The grant application will be signed by all applicable parties as specified in the application form.
- VII. The completed grant application must be submitted by the established deadline and in the format prescribed by the Michigan Sheriffs' Coordinating and Training Council.
- VIII. Grant Application Review and Award
- A. All grant applications will be received by the Michigan Sheriffs' Coordinating and Training Council Grant Manager for review. Upon completion of the review and approval by the Council. Grant applicants will be notified of the amount of grant funding awarded and provided with the required documentation for requesting financial reimbursement from the Council.
 1. At the request of the Advisory Board or Council, a grant applicant shall appear before the requesting body to provide information regarding their specific grant application and answer any questions that the Board/Council may have.

2. The Council, Advisory Board or the Grant Manager may contact a grant applicant to obtain clarification on information contained in a properly submitted grant application during the review process.
- B. The Grant Manager shall review all complete grant applications and forward funding recommendations on to the Michigan Sheriffs' Coordinating and Training Council.
- C. The Michigan Sheriffs' Coordinating and Training Council will make final funding decisions during a regularly scheduled meeting.
- D. Successful grant applicants may receive 50% of the grant award amount at the beginning of the grant year to assist with training costs. The balance of the grant funds will be disbursed to grantees through the semi-annual financial reporting requirements, after the initial advance has been exhausted.

IX. Grant Reporting and Record Maintenance

- A. Successful grant applicants will complete the required reporting documents to maintain active grant status.
 1. Complete a semi-annual financial accounting of all expenditures of grant funds on forms prescribed by the Michigan Sheriffs' Coordinating and Training Council.
 - a. Grantees shall submit, at a minimum, a semi-annual financial report. Additional funds shall not be released until grantee has verified they have exhausted the initial 50% grant funding received at the start of the grant.
 - b. Grantees may submit financial reports more frequently if needed or requested by the Michigan Sheriffs' Coordinating and Training Council, but must file the minimum semi-annual reports (both program and financial).
 2. Complete an annual program report outlining the training activities funded by the grant award on forms prescribed by the Michigan Sheriffs' Coordinating and Training Council and submit to the Council.

3. Once all grant funded training has been completed and all expenditures are documented by the prescribed payment documents, a grantee may submit final reports to close the grant and seek final reimbursement, if applicable.
- B. All grant documents shall be maintained for a minimum period of five years at the agency, and shall remain available for financial review, if requested by the Michigan Sheriffs' Coordinating and Training Council.
- C.

X. Grant Audit/Review Process

Grants may be selected, on a random basis, for programmatic or financial review. The number of grants to be reviewed will be determined by the Michigan Sheriffs' Coordinating and Training Council.

- A. Upon the request of the Council, programmatic review of the grant may be completed by a member of the Advisory Board by either on-site review of the applicable training or a review of training content to be presented.
- B. Concerns arising during the review will be discussed with the grantee or training provider, if applicable.
- C. Any concerns shall be resolved to the satisfaction of the Advisory Board, with any final determination to be made by the Council.
- D. Financial reviews will require a Grantee to submit proof of payment for training costs as described in the awarded grant application.
 1. Proof of payment shall consist of a copy of original invoice or purchase order along with proof that the agency paid the vendor. This can be copy of cancelled check or document from the agency's accounting department indicating date of payment and method (check, business credit card, etc.)
 2. Payment documentation will be reviewed and verified prior to reimbursement to grantee.

REQUEST FOR ACTION

5c

DATE: 3/9/2022

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Sherriff's Department

SUMMARY OF REQUEST / INFORMATION: Request approval of inmate communication and related technologies and services contract from Combined Public Communications

ADDITIONAL INFORMATION: The current system provider is through Securus expiring October 31, 2022. We are not currently bringing in any revenue through this system. The contract with Combined Public Communication will be signed for 60 months, and will include installation of technology at no additional cost to the County. With this contract we will make an estimated \$15,000 per year on just the chirping (texting) option with additional revenue from phone calls, emails, and premium tablet content.

CONTACT PERSON(S): Steve Beebe

BACKGROUND INFORMATION: State changed the allowed charges to \$.20 which eliminated all revenue from the current system.

SUPPORTING DOCUMENTS: Contract from Combined Public Communications and two other bids

DRAFT MOTION:

Motion by _____, supported by _____, to accept the contract with Combined Public Communications for inmate communication and related technologies and services to be effective November 1, 2022, with revenue and expenses going to Inmate Services Fund 266.

ATTACHMENTS YES XX NO



CyberPath Services, LLC
Inmate Messaging Service

CyberPath Services, LLC (Vendor) with its principal place of business located at 1590 Hickory Avenue, Panama City, FL 32405 agrees to provide a messaging service¹ for inmate usage called Chirping to the Lapeer County Sheriff's Office (Customer) with its principal place of business at 3231 John Conley Drive, Lapeer, MI 45446 agree as follows:

Exclusive Agreement

Vendor provides a broad scope of services to corrections customers, including inmate communication and related technologies and services, as further defined and described herein. Customer agrees to exclusively permit Vendor to install the products and services described herein (hereinafter referred to as the "Offering"). Vendor shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities. Vendor shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, and video. Vendor and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

Interface Requirements

Vendor's products and services require an interface with Customer's software that stores inmate data (commonly called JMS). The required inmate data varies based on the products and services being installed. In order to implement services included with this Agreement, Vendor requires one of the following options:

Customer or Customer's JMS provider must complete a cost-free interface written to Vendor's specifications developed, tested, configured, and completely functional 7 days prior to Vendor turning on any products or services requiring inmate data.

Customer must provide a cost-free, direct connection to Customer's system's database to pull the required inmate data. Vendor can install program to extract the required data, on a server on the same network where Customer's data is stored for the life of the Agreement. The installation of this program would require assistance by a person familiar with the network and server. The installation of this program requires remote access by Vendor. The program and installation are provided free of charge to Customer for the life of the Agreement. Vendor and Customer will discuss method no later than 30 days prior to implementation and complete it 7 days prior to the installation of CyberPath services.

Liability:

Vendor will have no liability for damage to Customer's premises from the installation, use or removal of the Offering or associated equipment unless such damage is the direct result of negligence of Vendor agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that Vendor will have no liability for the content of recordings stored on behalf of the Customer. In no event shall Vendor's aggregate liability to Customer under this Agreement exceed the amount paid to Vendor under this Agreement.

¹ U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC."



Indemnification:

Vendor hereby agrees to indemnify and hold harmless the Customer from any and all claims arising after the Commencement Date by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by Vendor, Vendor agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this Agreement, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. Customer agrees to indemnify and hold harmless Vendor from any and all claims arising after the Commencement Date arising from any illegal or unauthorized access granted by Customer to the Offering and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in any parts of the Offering by Customer's employees, staff members and any other persons granted access to the Offering by Customer.

Fees

End User Fees/Charges	
Funding Method	End User Fees/Charges
Website & Automated (IVR) System	Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee
Live Customer Service Representative	Credit Card- \$5.95 per transaction + third-party, pass-through, credit card processing fee
ITS Lobby Deposit Kiosk	Cash – \$3.00 per transaction Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee

Taxes

Taxes are deducted at the point of sale; network connection costs are deducted from the total talk time usage on the Chirper if calling is implemented.

Regulatory Changes:

In the event that new and/or revised government regulations prevent Vendor from providing labor reimbursement or services to the Customer, Vendor will have the right to renegotiate this Agreement with the Customer. Vendor reserves the right to change rates, financial compensation & fees upon thirty days' written notice to Customer if such changes arise from any of the following: any (a) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to Vendor (b) change in taxes, (c) a change in other communication rates within facility.

In the event that new and/or revised rule, regulation, or other action by any government or regulatory entity arises, Customer may request that rates may be amended to a non-commission option during the term of agreement. If requested by customer, Vendor and customer will negotiate in good faith regarding reduction to rates if customer agrees to no longer receive commission or other financial compensation. Vendor can accommodate if the Customer requests to transition to a model where services are paid for by the Customer or taxpayer funded.

Uncontrollable Circumstances:

Vendor and Customer reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, rate changes, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.



Service, Maintenance & Repair Agreement:

All service and maintenance of the Offering will be the sole responsibility of Vendor. Vendor may remove or replace the Offering or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. Vendor, with the consent of Customer, may adjust the number quantity of the various equipment units at the premise when, in Vendor's judgment, the revenue generated by the existing equipment warrants such adjustments.

Service Level Agreement

Response time:

An individual outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual outage, repair time is 24 hours.

Agreement Term:

This Agreement will remain in force and effective for sixty (60) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew upon the same terms and conditions as set forth herein.

Termination:

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. In the event any governmental tariff or regulation prevents Vendor from providing services or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then Vendor at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow Vendor access to the facility in order to remove all equipment, including but not limited to all wall mounted equipment and all associated equipment. Vendor agrees to remove the equipment within thirty (30) days after termination of this Agreement.

CyberPath Equipment:

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CyberPath. Customer will promptly report to Vendor misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the Chirper SMS numbers of the Offering without the prior written consent of Vendor.

Customer Access to Equipment and Reports:

Vendor will provide Customer with password protected access to the various components of the Offering, allowing Customer's staff to monitor Chirp messages, record Chirp calls and run Chirp message and call detail reports, among other functionality. Customer agrees to limit access to the Offering to only those staff members and employees of Customer having a legitimate need for access, and Vendor shall not be responsible for the actions of Customer's staff members and employees having access to the Offering. Chirp messages, calls will be stored off site at a secure Vendor location for five years. Vendor technicians will train Customer's authorized staff on the usage of the system.



Resolution of Disputes:

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Campbell County in the Commonwealth of Kentucky or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial contracts and disputes and shall include a written record of the arbitration hearing. Actions commenced within any public court system shall be limited to seeking an award of arbitration which may only be confirmed in a Kentucky court of competent jurisdiction, if necessary.

Vendor Provides:

Vendor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Vendor will provide ongoing service, support and maintenance of the Chirping devices and platform.

Customer Provides:

Customer provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Vendor; additionally, Customer will provide the labor to check the devices in/out and keep the chirping devices charged.

Chirping Rates, Funding & Labor Reimbursement:

Feature	Rate	Labor Reimbursement
Chirping rates	\$0.10/chirp	\$0.02*/completed chirp

** To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the labor reimbursement.*

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages within thirty (30) day notice.

Chirping funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Device Loss/ Damage & Replacement Policy:

Each device has a value of two hundred dollars (\$200.00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account and/or the inmate's pin debit account until paid in full before another device is assigned to the inmate.



Authority to Represent:

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the _____ day of _____, _____ (the Commencement date).

Customer

Cyberpath Services, LLC

Print Name, Title

Print Name, Title

Signature

Signature

Date

Date



Inmate Messaging Service – ACH Authorization

Vendor can issue labor reimbursement as an ACH (Automated Clearing House) transaction. Please check the appropriate box and fill out the corresponding information.

☐ Issue ACH payments to the information below:

ACH Information:

Customer Name: _____

Remittance Address: _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: _____

E-Mail Address: _____

Banking Information:

Customer's Bank Name: _____

Bank Address: _____

Bank's City: _____ State: _____ Zip Code: _____

Bank Contact Name: _____ Phone #: _____

ABA Routing #: _____ Account #: _____

Account Type (please check only one) Checking ☐ Savings ☐

Customer's Authorization:

Please sign below to confirm that you are authorizing Vendor to begin transferring payments for your invoices to the account mentioned above.

Signature Title

Phone Number Date

☐ Issue Labor Reimbursement as a check to the address listed below:

Labor Reimbursement check made out to:

Customer Name: _____

Remittance Address: _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: _____

Signature Title



Combined Public Communications, LLC
Inmate Communications General Service Agreement ("Agreement")

Combined Public Communications, LLC ("CPC"), with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Lapeer County Sheriff's Office ("Customer") with its principal place of business at 3231 John Conley Drive, Lapeer, MI 48446 agree as follows:

Exclusive Agreement

CPC provides a broad scope of services to corrections customers, including inmate communication and related technologies and services, as further defined and described herein. Customer agrees to exclusively permit CPC to install the products and services described herein (hereinafter referred to as the "Offering"). CPC shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities. CPC shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, and video. CPC and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties, with the exception of occasional use of Zoom booth for "special" visitation sessions.

Interface Requirements

CPC products and services require an interface with Customer's software that stores inmate data (commonly called JMS). The required inmate data varies based on the products and services being installed. In order to implement services included with this Agreement, CPC requires one of the following options:

Customer or Customer's JMS provider must complete a cost-free interface written to CPC specifications developed, tested, configured, and completely functional 7 days prior to CPC turning on any products or services requiring inmate data.

Customer must provide a cost-free, direct connection to Customer's system's database to pull the required inmate data. CPC can install program to extract the required data, on a server on the same network where Customer's data is stored for the life of the Agreement. The installation of this program would require assistance by a person familiar with the network and server. The installation of this program requires remote access by CPC. The program and installation are provided free of charge to Customer for the life of the Agreement. CPC and Customer will discuss method no later than 30 days prior to implementation and complete it 7 days prior to the installation of CPC services.

Liability:

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the Offering or associated equipment unless such damage is the direct result of negligence of CPC agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that CPC will have no liability for the content of recordings stored on behalf of the Customer. In no event shall CPC's aggregate liability to Customer under this Agreement exceed the amount paid to CPC under this Agreement.

Indemnification:

CPC hereby agrees to indemnify and hold harmless the Customer from any and all claims arising after the Commencement Date by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or



administrative regulation materially alters the terms of this Agreement, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. Customer agrees to indemnify and hold harmless CPC from any and all claims arising after the Commencement Date arising from any illegal or unauthorized access granted by Customer to the Offering and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in any parts of the Offering by Customer's employees, staff members and any other persons granted access to the Offering by Customer.

Fees

End User Fees/Charges	
Funding Method	End User Fees/Charges
Website & Automated (IVR) System	Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee
Live Customer Service Representative	Credit Card- \$5.95 per transaction + third-party, pass-through, credit card processing fee
ITS Lobby Deposit Kiosk	Cash – \$3.00 per transaction
	Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee

Taxes, Regulatory & Network Fees:

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total talk time usage.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer. CPC reserves the right to change rates, commission, financial compensation & fees upon thirty days' written notice to Customer if such changes arise from any of the following: any (a) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to CPC (b) change in taxes, (c) a change in other communication rates within facility.

In the event that new and/or revised rule, regulation, or other action by any government or regulatory entity arises, Customer may request that rates may be amended to a non-commission option during the term of agreement. If requested by customer, CPC and customer will negotiate in good faith regarding reduction to rates if customer agrees to no longer receive commission or other financial compensation. CPC can accommodate if the Customer requests to transition to a model where services are paid for by the Customer or taxpayer funded.

Uncontrollable Circumstances:

CPC and Customer reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, rate changes, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

Service, Maintenance & Repair Agreement:

All service and maintenance of the Offering will be the sole responsibility of CPC. CPC may remove or replace the Offering or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number quantity of the various equipment units at the premise when, in CPC's judgment, the revenue generated by the existing equipment warrants such adjustments.



Service Level Agreement

Response time:

An individual phone outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual phone outage, repair time is 24 hours.

Agreement Term:

This Agreement will remain in force and effective for sixty (60) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew upon the same terms and conditions as set forth herein.

Termination:

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then CPC at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow CPC access to the facility in order to remove all equipment, including but not limited to all wall mounted equipment and all associated equipment. CPC agrees to remove the equipment within thirty (30) days after termination of this Agreement.

CPC Equipment:

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Offering without the prior written consent of CPC.

Customer Access to Equipment and Reports:

CPC will provide Customer with password protected access to the various components of the Offering, allowing Customer's staff to monitor and record calls and run call detail reports, among other functionality. Customer agrees to limit access to the Offering to only those staff members and employees of Customer having a legitimate need for access, and CPC shall not be responsible for the actions of Customer's staff members and employees having access to the Offering. Call detail reports will be stored off site at a secure CPC location. CPC technicians will train Customer's authorized staff on the usage of the system.

Resolution of Disputes:

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Campbell County in the Commonwealth of Kentucky or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial contracts and disputes and shall include a written record of the arbitration hearing. Actions commenced within any public court system shall be limited to seeking an award of arbitration which may only be confirmed in a Kentucky court of competent jurisdiction, if necessary.



KIOSK and/or Vending Machine:

Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s) for the purpose of selling prepaid talk time minutes, any other inmate communication services, and any other products that CPC may offer to the inmate or friends and family. The KIOSK or vending machine location(s) will be agreed upon by the Customer and CPC and remain operable and on site throughout the term of the Agreement. CPC technicians will service, stock and maintain the machine(s).

ITS Rate & Commission:

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the Customer.

Feature	Rate	Commission
Prepaid calling with the US	\$0.20/minute	91% all prepaid ITS talk time
Prepaid International Calling	Rates will vary by country called. A list of counties and costs will be supplied to customer	91% all prepaid ITS talk time

CPC View Rate & Commission:

CPC will provide, install, and maintain the CPC View In-Pod Kiosk Solution that includes up to seventeen (17) View Units, seventeen (17) stools, one (1) server and required bandwidth. The equipment will always remain the property of CPC.

Video Visitation

Feature	Rate	Commission
Onsite Video Visitation	n/a	n/a
Remote Video Visitation	\$0.20/min	20%

Customer should initial one of the following options regarding Video Visitation:

_____ Option 1: Customer agrees to utilize Remote Video Visitation along with Onsite Video Visitation.

_____ Option 2: Customer is not interested in utilizing Video Visitation.

Email

Feature	Rate	Commission
Email	\$0.50/email	20%

Customer should initial one of the following options regarding this technology:

_____ Option 1: Customer agrees to utilize Email.

_____ Option 2: Customer is not interested in utilizing Email.

CPC Responsibilities

CPC will provide and install the View units and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Agreement.



Customer Responsibilities:

It is the Customer's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the Customer.

Remote Video Visitation Storage

CPC will store remote video visits for ninety (90) days.

Fast Case Law Library

CPC will provide the Customer access to Fast Case Law Library Service (Service) at no cost to the customer. Customer should initial one of the following options regarding this technology:

_____ Option 1: Customer agrees to utilize this Service.

_____ Option 2: Customer is not interested in utilizing this Service.

Inmate Messaging System

See Inmate Messaging Service agreement dated _____ for additional information related to the Inmate Messaging System.

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages within thirty (30) day notice.

AxxS Tablet Rates & Commission

CPC will provide, install, and maintain an inmate tablet solution at 1:4 ratio.

Feature	Rate	Commission
AxxS Tablet Solution Non-online reading material & courses	\$0.05/minute	20% all tablet revenue*

*such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges and free content usage.

_____ Option 1: Customer agrees to utilize AxxS Tablets.

_____ Option 2: Customer is not interested in utilizing AxxS Tablets.

Additional Investigative Tools:

CPC can provide the Customer with additional investigative tools that can be added to the ITS solution.

1. Voice Print Speaker Identification Program (CPC-ITB):

Customer agrees to utilize the Voice Print Speaker Identification Program. This program determines voice print PIN sharing events. Customer agrees to utilize the Voice Print Speaker Identification Program. A non-commissionable one cent (\$0.01) will be implemented to the current calling rate to fund this program.

_____ Option 1: Customer agrees to utilize the Voice Print Speaker Identification Program (CPC-ITB).

_____ Option 2: Customer is not interested in Voice Print Speaker Identification Program.



Technology Grant

CPC will provide Customer twenty-five thousand dollars (\$25,000.00) in the form of a refundable technology grant to be used at Customer's discretion for budget expenditures and will be allocated as follows:

Twenty-five thousand dollars (\$25,000.00) – available at Commencement

The amount of the technology grant is based on: (a) the Customer's current average daily population (ADP) count of eighty (80); and (b) this Agreement being in effect for the full initial term. The technology grant will vest over the initial term in an amount equal to \$416.67 per month, commencing on the Commencement Date. In the event this Agreement is terminated prior to the expiration of the initial term, the remaining non-vested balance of the technology grant will be refunded to CPC within forty-five (45) days of termination notification. Further, in the event the ADP decreases fifteen percent (15%) or more over a three (3) month period, CPC reserves the right to renegotiate the amount of the technology grant upon thirty (30) days advance written notice to Customer.

Authority to Represent:

Each party to this Agreement warrants and represents that it has the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Offering. Furthermore, by signing this document Customer confirms to CPC that the detention facility described herein is not under any contract or agreement with any other inmate telephone provider, or alternative provider of any components of the Offering contemplated herein. The person signing this Agreement on behalf of Customer has the authority and hereby directs CPC to install the Offering and all associated equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the ____ day of _____, _____ (the "Commencement Date"¹).

Any and all previous contracts and agreements entered into between these parties are null and void.

Customer

Combined Public Communications, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

¹ Commencement Date will be filled in to match date of complete installation and activation of the Offering.



LETTER OF AGENCY

This Letter of Agency ("LOA") dated _____ between the _____ ("Customer") and Combined Public Communications, LLC. ("CPC") hereby grants CPC the authority to act as Customer's agent for the coordination of all correction and public telephone activities. All information requested should be forwarded to: Combined Public Communications, LLC, P.O. Box 76573, Highland Heights, Ky. 41076. Customer hereby directs you, the Corrections Telephone and Payphone Services Provider ("PSP") to forward to CPC at the above address any and all contract information (including, but not limited to effective and expiration dates, renewal and termination terms and conditions, and exclusivity clauses) pertaining to PSP and the Customer correction telephone and payphone location(s) listed below for the purpose of managing all activities relating to Customer's correction telephones and payphones. PSP's failure to respond with this information within seven (7) business days of receipt of this request shall be deemed by Customer and CPC to indicate that no such contract exists, or that the term of said contract has expired, or that PSP has abandoned its rights under said contract. Such failure to respond will result in action consistent with the absence of a contract, which may include the Customer's removal of your corrections telephone system, telephones and payphones from this location.

Notice: Effective on the date of this LOA, Customer hereby serves notice that it wishes not to renew any existing contract with PSP after the existing term.

Location / Address: _____

This authorization supersedes any previous Letters of Agency or Authorization Letters that may exist, and shall remain in effect until terminated by either party in writing.

(Customer's Name)

Combined Public Communications, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____



Inmate Communications General Service Agreement- ACH Authorization

CPC can issue commission as an ACH (Automated Clearing House) transaction or a check. Please check the appropriate box and fill out the corresponding information.

☐ Issue ACH payments to the information below:

ACH Information:

Customer Name: _____

Remittance Address: _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: _____

E-Mail Address: _____

Banking Information:

Customer's Bank Name: _____

Bank Address: _____

Bank's City: _____ State: _____ Zip Code: _____

Bank Contact Name: _____ Phone #: _____

ABA Routing #: _____ Account #: _____

Account Type (please check only one) Checking ☐ Savings ☐

Customer's Authorization:

Please sign below to confirm that you are authorizing CPC to begin transferring payments for your invoices to the account mentioned above.

Signature Title

Phone Number Date

☐ Issue commission payment as a check to the address listed below:

Commission check made out to:

Customer Name: _____

Remittance Address: _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: _____

Signature Title

Inmate Telephone & Video Visitation Commissions

ICSolutions will pay the County inmate phone commissions at the rate of **58.5% of Adjusted Gross Revenue**. Commissions are calculated monthly based on the gross revenue generated by all completed inmate calls of every kind, including local, in-state long distance, interstate, and international calls. No deductions are made for bad debt, unbillables, uncollectable revenue, or any other similar cost of providing inmate phone services.

ICSolutions is offering two options for video visitation – the County can choose to deploy video visitation on THE VISITOR V17 video phones or THE BRIDGE inmate tablets.

Option	ITS Commission Rate	VVS Commission Rate	Onsite Visit Rate	Remote Visit Rate	Signing Bonus
OPTION 1 THE VISITOR VVS	58.5%	50%	FREE	\$0.25 per minute	\$10,000.00
OPTION 2 THE BRIDGE Tablets	58.5%	--	FREE	\$0.25 per minute	\$25,000.00

To recoup the video visitation investment, ICSolutions will retain the first \$0.25 of revenue generated by each inmate phone call. The County will receive 58.5% Commission on the total gross revenue generated after the first \$0.25 of each call ("Adjusted Gross Revenue").

ICSolutions will maintain an amortization schedule relative to revenue withheld for the VVS investment recovery. Once the VVS investment is fully amortized via this revenue, ICSolutions will no longer retain the first \$0.25 of each call's revenue. From that point on, commissions will be calculated as 58.5% of Total Gross Revenue generated by all calls.

Regardless of which option the County chooses, there is no cost for onsite video visitation. For remote video visitation, the visitor participates from a remote location using their own computer or mobile device. Remote visits are available at the rate of **\$0.25 per minute**.

ICSolutions will also provide the County with a one-time **Contract Signing Bonus**. This bonus will be fully paid within ten (10) days of activation of ICSolutions' services – giving you funds at the *beginning* of the contract term to address your most pressing budgetary needs!

Tablet Rates & Commissions

Inmates can use the proposed tablets to send and receive email messages, access education, entertainment, commissary ordering, grievance reporting, and more. There is no cost for an inmate to use a tablet to access free inmate services – such as education, commissary ordering, law library research, and UNLIMITED use of the premium Edovo Core Educational Platform. The cost to access streaming entertainment content like music, games, and movies, is **\$0.05 per minute**. The tablet solution also offers optional video messaging whereby inmates can receive inbound video messages on the tablets from friends and family, who pay a fee of **\$0.35 per message**.

Tablet Revenue 2011

March 4, 2022
Lapeer County Sheriff's Office
3231 John Conley Drive
Lapeer, MI 48446

Dear Deputy Davis, Lieutenant Beebe and Undersheriff Howe,

Thank you for the opportunity to provide an overview of our services for your reference. We genuinely appreciate the opportunity and look forward to discussing things in greater depth at the appropriate time.

Contained below is a full overview of the various capabilities associated with our SmartEcosystem™ Dashboard offering, a zero-cost, single-point-of-access resource that is specifically engineered to;

- Dramatically increase revenue to agency, while reducing cost to families
- Streamline internal operations throughout your agency
- Migrate the Lapeer County Jail system towards a true paperless and automated environment
- Enhance the safety of your inmates and staff alike
- Drive the investigative intelligence capabilities of your agency to an entirely new level.
- Eliminate 100% of all contraband and narcotics from entering your agency through conventional inmate postal and privileged mail (legal mail)

As we express and demonstrate throughout the following response, Smart Communications is a true technology company, formed with a single mission – to introduce innovative and status quo-altering solutions to the corrections industry through the application of innovative new technology. We have a long history of outside-the-box thinking that started in 2009 with our invention and introduction to the corrections industry of SmartInmate™, the world's first two-way electronic messaging system designed specifically for inmates.

In 2010, we developed and released SmartRequest™, the first digital inmate request system. Then, in 2015 and 2017 respectively, we released corrections first and now multi-patented solutions that eliminate 100% of contraband and narcotics from inmate postal mail and legal mail, the MailGuard® Postal Mail Elimination System and the MailGuardLegal® Privileged Mail Solution respectively.

In 2021, Smart Communications will continue to introduce innovative, new solutions that will continue to positively disrupt the corrections space. With several technology patents pending, we anticipate introducing brand new revolutionary technologies that will further cement our position as the unquestioned leader in corrections technology. If you have any questions, please don't hesitate to reach out via my email, brian.apgar@smartcommunications.us, or via my direct line at 727.337.2804.

Sincerely,

Brian Apgar
Regional Director

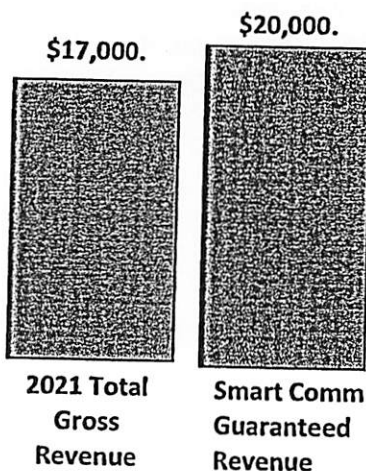


- Customizable call branding and announcements
- Free automatic software updates, upgrades and maintenance with minimal downtime
- Voicemail Exchange (VMX™): This optional feature allows family and friends to leave a voicemail message directly for an inmate to schedule a call or to check in and say "hello." This eliminates the need of facility staff to receive, manually record and relay messages to inmates. Administrators can also use this feature to communicate important messages to all inmates simultaneously.
- InTouch™ Inmate Hotline: Saves time by eliminating the need for staff to address inmate phone call connection, quality or hardware issues. Inmates experiencing a phone related issue can dial *511 on any inmate phone to speak with a live, Florida based customer service representative 365 days a year.
- Proprietary Voice Engine: Provides the ability for system auditory prompts and responses to be spoken in up to 99 different languages. The auditory prompts and responses are configured standard in both English and Spanish; additional languages can be added at any time at no cost to the facility.
- ADA Compliance: Smarts Communications provides the equipment necessary to ensure that your facility's telephone service and hardware is compliant with all requirements set forth in the Americans with Disabilities Act (ADA). This includes providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD).
- A Single-Source Provider: Smart Communications does not subcontract any portion of the technology and services offered. We custom-design and engineer our own software and technology, allowing us to offer superior value, service and support.
- Free and Non-Recorded Public Defender Calls (at request of facility)

Smart Communications True Commission Pledge & Financial Offer

Based on Smart Communications current understanding, the Lapeer County Sheriff's Office (LPSO) currently oversees an inmate population of roughly 65 inmates. This inmate population reflects the post-COVID reality of decrease in inmate population and, typically, the County houses in the range of 85-90 inmates. Furthermore, the Lapeer County Sheriff's Office has reported gross revenues of \$22,147.39 in 2020, and \$17,754.82 in 2021. Our analysis, and ultimately our financial offer, was based on this information.

Based on the above analysis and findings, Smart Communications, as part of our True Commission Pledge, would like to formally offer to the Lapeer County Sheriff's Office an up-front, annual payment of \$20,000. This would be recurring annually, for the life of the partnership and would total more than 100% of previous years gross revenue with Incumbent.



Guaranteeing more annual revenue paid to Lapeer County Sheriff's Office than was even generated in total gross revenue by incumbent system in 2021.

5D

REQUEST FOR ACTION

DATE: 3/9/2022

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Sherriff's Department

SUMMARY OF REQUEST / INFORMATION: Requesting to replace JMS (Jail Management Software) with a better system from Combined Public Communication for a cost savings to the County after the initial installation.

ADDITIONAL INFORMATION: The new system subscription will cost \$10,980 annually with an additional one-time data conversion fee of \$7,500. This system allows customization not capable in the current Securus system. After the first year this will save the County approximately \$5,000 annually.

CONTACT PERSON(S): Steve Beebe- Corrections Supervisor

BACKGROUND INFORMATION: Securus is the current provider for the JMS software, the contract expires October 31, 2022. Current Maintenance fees are \$16,580 per year and the system lacks customer service and may be leaving the industry.

SUPPORTING DOCUMENTS: Three quotes are attached.

DRAFT MOTION:

Motion by _____, supported by _____, to purchase Jail Management System from Combined Public Communications for E-Jail software to implement service November 1, 2022 for the total cost of \$18,480, to be paid from Fund 101-351-944.000

ATTACHMENTS YES XX NO



Software as a Service Agreement

This Software As A Service Agreement (the "Agreement"), is entered into on _____ (the "Effective Date") by and between Lapeer County Sheriff's Office, with its principal place of business at 3231 John Conley Drive, Lapeer, MI 48446 ("Customer") and Combined Public Communications, LLC, (herein referred to as "CPC"), a Delaware Limited Liability Company.

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. Definitions

The following terms shall have the meaning set out below, all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) "Annual Subscription Fees" means the annual subscription fees set out in Schedule "A" to this Agreement.
- (b) "Change Order" means any written documentation between the Customer and CPC evidencing their agreement to change particular aspects of this Agreement.
- (c) "Completion of Services" means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Services.
- (d) "Confidential Information" means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of CPC shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that CPC may provide to Customer from time to time, including without limitation, all information disclosed by CPC relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of CPC shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that CPC may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by CPC relating to the security of its facilities, computer systems and products.
- (e) "Conversion Costs" shall have the meaning set forth in Section 9 of this Agreement.
- (f) "Data" means all incident related data that is provided by Customer to CPC and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.
- (g) "Documentation" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the



Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.

- (h) **"Fees"** means the Annual Subscription Fees, Professional Services Fees, Billable Services, and Conversion Costs.
- (i) **"Order Forms"** means the proposal or purchase order executed by Customer and delivered to the Company for the purpose of gaining access to the Services. Order Forms are incorporated herein by reference.
- (j) **"Professional Service(s)"** means those professional service(s) listed in Schedule "A" to this Agreement.
- (k) **"Professional Services Fees"** means the professional service(s) fees set out in Schedule "A" to this Agreement and Section 12 of this Agreement.
- (l) **"Services"** means the web-based services commonly referred to as "software as a service" to be provided by or on behalf of CPC under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by CPC and the delivery of non-exclusive access via the Internet to the Customer to use the Software granted to the Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Software.
- (m) **"Software"** means the software product(s) that are listed in Schedule "A" to this Agreement.
- (n) **"Support Services"** means those billable support services to be provided by CPC as further described in Schedule "B" to this Agreement.
- (o) **"Third Party Components"** means any third party telecommunications, managed facilities and/or software applications and services that CPC or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services, including but not limited to the list set forth in Schedule "D" of this Agreement.
- (p) **"User(s)"** means employees, consultants, contractors or agents of Customer that have been authorized by the Customer in writing to access and use the Software.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, execution by CPC and Customer of an Order Form and payment by Customer of the Annual Subscription Fees, CPC hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Software on an annual subscription basis and in accordance with the Documentation solely for Customer's internal business purposes, and (b) to use, copy and modify the Documentation solely for the purpose of creating and using training materials relating to the Software. Services are as presently available, and as may be modified from time to time, and that Customer acknowledges and agrees that its subscription is neither contingent on the delivery of any future functionality nor dependent on any oral or written representations by CPC regarding future functionality.

3. Fees

In consideration of receiving the Services, Professional Services, and Billable Services, Customer agrees to pay to CPC the Fees and all applicable travel and lodging expenses as described in an Order Form in accordance with the payment terms set out in Schedule A. The Annual Subscription Fee is payable in monthly per the terms set forth in Schedule A, and is non-refundable. Fees on any Renewal Term are subject to annual price increases. The Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be



levied by a taxing authority (excluding taxes on CPC's net income). If any Fees are not paid when due, then at CPC's discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) CPC may suspend the Service, including all Customer access to the Service, pursuant to Section 13(c).

CPC reserves the right to perform an annual audit on Customer's use of the Services to determine the actual number of concurrent Users accessing the Services per Agency during the term of the previous year. Should the audit reveal a number of Users accessing the Services are in excess of the number of Users for which a subscription was purchased, CPC reserves the right to adjust its annual Subscription Services invoice for accordingly.

4. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the date the Order Form is executed and shall continue for a period of sixty (60) months from Go-Live (the "Initial Term"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

5. Restrictions on Use

In addition to its termination rights under Section 13, CPC may restrict or limit Customer's access to the Services if CPC reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in CPC's reasonable opinion poses any risk of any kind or nature to CPC or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, CPC will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after CPC has had reasonable assurance that such conduct has been permanently discontinued.

(a) Except as expressly provided herein, the Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the rights granted under this Agreement or otherwise use the Services or the Software except as expressly permitted by this Agreement without the prior written consent of CPC.

(b) The Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Services or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.

(c) The Customer may duplicate Documentation, at no additional charge, for the Customer's use so long as all required proprietary markings are retained on all duplicated copies.

(d) No third party, other than duly authorized Users shall have access to or use of the Software.

(e) The Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.

(f) The Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of CPC.

(g) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or information that: (i) contains a software virus, Trojan horse, worm or



other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.

(h) The Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.

(i) The Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

6. SaaS Services

(a) CPC shall provide all facilities, equipment, software and services required to deliver the Services.

(b) CPC shall provide access to the Software to Users. Such access shall be provided twenty four (24) hours per day, seven (7) days per week, except for planned downtime as announced via the Services or unplanned downtime caused by circumstances beyond its reasonable control.

(c) CPC reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software. CPC shall inform Customer of such criteria, but CPC shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, CPC reserves its rights to not grant to such Users access to the Software. CPC reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.

(d) CPC shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the Software.

(e) CPC shall comply with the terms and conditions regarding access and use of Data as set out in Section 14 of this Agreement.

(f) CPC shall provide Customer a copy of the CPC Privacy Statement upon request. CPC reserves the right to modify its privacy and security policies from time to time. Providing security for the information entered into CPC's Internet Application(s) is of paramount importance to CPC. CPC takes appropriate security measures to protect against unauthorized access to, or unauthorized alteration, disclosure, or destruction, of Customer's personally identifying information. CPC uses Secure Socket Layer (SSL) FIPS140-2 compliant encryption to encrypt the transmission of data with CPC hosted systems. CPC operates in compliance with the FBI CJIS Security Policy.

(g) Customer acknowledges that in order to provide the Services CPC may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to CPC and its service providers as of the Effective Date including third party representations and government regulations, and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by CPC to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of CPC's control, then (a) CPC shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) CPC may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 13(f).



7. Customer Responsibilities

(a) Co-operation by Customer – The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer's and its staff and agrees to act reasonably and co-operate fully with the CPC to achieve the Completion of Services related to any Professional Services supplied by CPC. To enable CPC to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with CPC's practices.

(b) Project Manager – The Customer shall appoint a project manager who shall work closely with CPC to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their co-operation with and participation in such process during any Professional Services.

(c) Customer Equipment. Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at its facilities required for Users to access and use the Software. CPC shall not be responsible for the operation of any Internet, network or other communication services. The Customer further acknowledges that the operation of the Software requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by CPC.

(d) Passwords . Customer agrees to comply with all CPC security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify CPC in writing to change Customer or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify CPC immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

(e) Users. The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by CPC from time to time for Users; and (iii) informing CPC of any information about Users' actions that may affected either the Software or third party data contained in the Software, or CPC's ability to provide Services as contemplated by this Agreement.

(f) Compliance with Laws. Customer represents and warrants to CPC that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

(g) Data Security. Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as CPC's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to CPC's servers; and (iii) Data is encrypted.

CPC DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE



INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS' USERS' CONNECTION TO OR USE OF THE INTERNET, AND CPC SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

8. Data Conversion

CPC offers data conversion as part of its Professional Services. The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical conversion includes information such as names, addresses, and phone numbers. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in the Services pricing proposals but these are only estimates. If not already included in this Agreement as part of Schedule A, CPC will notify Customer of final conversion costs after inspections or sample data can be examined to verify data formats and data integrity. In such event, and upon receipt by CPC of notice in writing from Customer that such conversion costs are acceptable, such costs shall form of this Agreement (the "Conversion Costs"). Any costs associated with obtaining the data from the existing vendor are the responsibility of the Customer. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by CPC. Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live. In the event a data re-conversion is required, for whatever reason, Customer will be billed at the Professional Services Fee rate set out in Schedule A to this Agreement.

9. Support Services

(a) **Support Services** . The Support Services listed in Schedule "B" are Subject to the terms and conditions of this Agreement. CPC shall provide the Support Services in accordance with Schedule "B".

(b) **Manner of Performance** . CPC shall perform the Support Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. CPC shall determine in its sole discretion the manner and means by which the Support Services shall be performed, with due consideration of adequate knowledge transfer to the Customer personnel. CPC will communicate openly with the Customer in its methodology, manner and means.

10. Warranty and Warranty Disclaimer

(a) **Limited Warranty**. CPC warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications, as stated in CPC's online documentation, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for CPC to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 13(b).

(b) **Authority**. Each party represents and warrants to the other party that it has the legal power and authority to enter into this Agreement. Customer further represents and warrants to CPC that it has not provided any false information to gain access to the Services.

(c) **Warranty Disclaimer**. TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 10(A), THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

CPC, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER



PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

CPC DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, CPC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF CUSTOMER'S DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CPC.

11. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF CPC AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CPC IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL SUBSCRIPTION FEES PAID BY CUSTOMER TO CPC UNDER THIS AGREEMENT.

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL CPC BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

12. Change Order Process

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of CPC applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require CPC to provide additional work hours, CPC may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.



The following individuals are authorized to sign off on Change Orders on the Customer's behalf:

Name: _____

Title: _____

Email: _____

Name: _____

Title: _____

Email: _____

13. Cancellations and Termination

This Agreement may be terminated as follows:

(a) Either party may terminate this Agreement by notifying the other party in writing one hundred twenty (120) days in advance, which termination shall only become effective upon the expiration of the then current Term, whether that be the Initial Term or a Renewal Term.

(b) If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect.

(c) If Customer has failed to pay any amounts when due under this Agreement, CPC shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.

(d) CPC may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of CPC.

(e) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court Injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(f) If any such modification, change or replacement of the original Third Party Components pursuant to Section 7(h) includes a material price increase with respect to the Services enabled by such Third Party Components or impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may cancel the Services and terminate this Agreement by providing written notice to CPC within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment.

14. Effects of Termination

In the event of termination or expiration of this Agreement:



(a) All rights granted to Customer in this Agreement shall immediately terminate and CPC will immediately cease to perform the Services.

(b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to CPC (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

(c) Customer shall return to CPC, or at CPC's option, purge or destroy all copies of any Confidential Information of CPC in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.

(d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(e) Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Subscription Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect CPC's right to collect any further invoiced amounts for other Professional Service Fees.

(f) Conditional upon Customer's payment of all Fees that are due to CPC, CPC will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a comma separated value format (.csv file)). The anticipated services to provide a copy of the Data are five (5) business days and will be billed at CPC's then current daily rate. Upon receipt of notice from Customer confirming receipt of the Data, CPC shall destroy all copies of the Data and delete all Data on the database and an Officer of CPC shall certify the destruction and deletion to the Customer. Subject to any legal requirement that CPC must retain a copy of the Data, CPC shall not delete the Data for thirty (30) days from the date of termination except: (i) where CPC has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following thirty (30) days from the date of termination if Customer has not communicated with CPC regarding the Data, CPC shall have the right to delete all Data at any time as either required by law or as determined by CPC in its sole discretion. Notwithstanding the foregoing, CPC shall be permitted to delete all Data without providing notification to Customer and CPC shall not be required to adhere to the time frames detailed above where CPC is required by law to delete such Data.

15. Ownership

(a) **By CPC.** CPC, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and CPC and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to CPC a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate in to the Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or the Software.

(b) **Customer Data.** As between CPC and Customer, all Data will remain the sole and exclusive property of Customer. Customer and other customers share access to all data in master indices, such as people, location, or vehicle records. Customer is solely responsible for ensuring the accuracy, quality, integrity,



reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to CPC a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by CPC's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, CPC may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to CPC a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). CPC shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants CPC the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes CPC to disclose the fact that Customer is a customer of CPC and uses the Services.

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to CPC that:

- i) Data that is either provided to or acquired by CPC is owned exclusively by Customer and that the Customer has full right and title to provide the Data to CPC;
- ii) Data that is either provided to or acquired by CPC is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by CPC and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- iii) Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- iv) Customer will not provide CPC with data of any kind for which CPC either has no need or does not have the right to collect, use and store under the terms of this Agreement.

16. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on CPC's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse CPC in relation to all reasonable fees and other disbursements paid by CPC to comply with such requests, whether by an individual or a government body, or to challenge such requests at either CPC's or Customer's request. Customer represents and warrants to CPC that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.



17. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold CPC and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with the use of the Services by Customer and/or its Users including without limitation; (i) the use of Third Party Components by the Customer and/or its Users; (ii) any breach by Customer and/or its Users of this Agreement; and (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

18. General

(a) **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the commonwealth of Kentucky 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 the commonwealth of Kentucky. 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 CPC 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 CPC 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 system 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:** CPC 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 may give notices to CPC related to this Agreement shall be in writing and sent by confirmed facsimile or by courier or first class mail to the fax number or address, respectively, to 100 Aqua Dr, Cold Spring, KY 41076, 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 18(c).

(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 Schedules 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 Customer 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: New Text Block 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 CPC, such consent not to be unreasonably withheld. 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 CPC 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 CPC arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, CPC 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 CPC 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, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components 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 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Data Security), 10(b) (Warranty Disclaimer), 11 (Limitation of Liability), 14 (Effects of Termination), 15 (Ownership), 16 (Confidential Information), 17 (Indemnity), 18 (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.

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

Customer

Combined Public Communications, LLC

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date



\$18,480
1.3,660 1st year
services

SCHEDULE A

FEES AND PAYMENT SCHEDULE

1. CPC Annual Subscription –	\$10,980.00 per year
2. Data Conversion	\$7,500.00 depending on existing JMS
3. Onsite Training	\$1,000.00 per day – optional
4. Business Process Review	\$ included
5. Implementation	\$ included
6. Web Based Training	\$ included

Optional Modules – \$ Per Month – if needed

Fleet & Transport	\$ included
Program Management	\$ included
Grievance Module	\$ included
Incident Module	\$ included
Purchasing Module	\$ included
Website Module	\$ included
Facility Maintenance Module	\$ included
Timesheet Module	\$ included
Recruitment Module	\$ included
Invoicing Module	\$ included
Leaves Module	\$ included
Civil Process	\$ included

IN WITNESS WHEREOF, Combined Public Communications and the Customer have duly executed this Agreement.

Customer

Combined Public Communications, LLC

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

For Internal use only:

____ X 123 BC/month

6

DISCUSSION OF NEED TO REAPPOINT THE SOLID WASTE PLANNING COMMITTEE

The County's Solid Waste Planning Committee has not meet in nearly 10 years and was determined back in 2014-2016 time frame that these appointments would remain vacant until such time as needed.

We were just contacted recently by a company, IDF Cleanup, who is requesting to be named in the County's Solid Waste Plan to become a licensed transfer station within Lapeer County.

This was previously scheduled and handled by Joseph Stock in Building & Grounds, so I am not sure who the Board wants to appoint to handle this matter.

Here is the expired list of members that was provided by the County Clerk's Office.

SOLID WASTE PLANNING COMMITTEE (2-Year Term) – No Oath (14 members appointed by Commissioners pursuant to PA 451)				
NAME	REPRESENTATIVE TITLE	MOTION	APPOINTED DATE	END OF TERM
Mark Zimmerman	Solid Waste Rep.	98-14	04-03-2014	April 3, 2016
Bonnie Hiedeman	Solid Waste Rep.	98-14	04-03-2014	April 3, 2016
Larry Wilcox II	Solid Waste Rep.	98-14	04-03-2014	April 3, 2016
Timothy Faulkander	Solid Waste Rep.	98-14	04-03-2014	April 3, 2016
Colleen Davlin	Industrial Waste Generator Rep.	95-14	04-03-2014	April 3, 2016
Phil Scrimger	Environmental Rep.	98-14	04-03-2014	April 3, 2016
Rebecca Fedewa	Environmental Rep.	98-14	04-03-2014	April 3, 2016
Dyle Henning	County Government Rep.	98-14	04-03-2014	April 3, 2016
Ron Cischke	Township Gov. Rep.	98-14	04-03-2014	April 3, 2016
Kelly Martin	City/Village Gov. Rep.	98-14	04-03-2014	April 3, 2016
Gary Roy	Regional Solid Waste Planning Agency Rep.	98-14	04-03-2014	April 3, 2016
Chad Dempsey	General Public Rep.	98-14	04-03-2014	April 3, 2016
Ian Kempf	General Public Rep.	98-14	04-03-2014	April 3, 2016
Jim Novak	General Public Rep.	98-14	04-03-2014	April 3, 2016

Doreen Clark

From: IDF Cleanup <idfcleanup@hotmail.com>
Sent: Friday, February 11, 2022 12:46 PM
To: Dclark@lapeercounty.org; Qbishop@lapeercounty.org
Subject: Lapeer County Solid waste plan

Hello Doreen

Thank you for speaking to me today and offering to help put me in contact with who I need to reach out to, so that I can get listed on the Lapeer county solid waste plan.

If there are any forms or initial request I need to fill out, please send them to me at this email.

I did call Mr. Kelly and John Bustle but was only able to leave a voice mail asking them to return the call.

I look forward to hearing from you soon.

Again, thank you for your help.

Yvonne Griffin
IDF CLEAN UP
810-724-0006