



Lapeer County Board of Commissioners

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

COMMITTEE OF THE WHOLE

****COMMISSION CHAMBERS****

April 14, 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 31, 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) **HEALTH DEPARTMENT**
 - A. Request Authorization to Purchase a Large Printer/Scanner to use in the Environmental Health Division
 - B. Request Authorization to Accept the 2022 Medical Marijuana Operation and Oversight Grant and Authorize Purchases Specified in the Grant
- 4) **E-911** — Resolution to Proclaim April 10-16, 2022 as Public Safety Telecommunicators Week
- 5) **DRAIN COMMISSIONER** — Request to Adopt the Resolution for the Lake Lapeer Maintenance and Repair of the Lake Level Project

Continued--

6) SHERIFF'S DEPARTMENT

- A. Request to Approve the CyberPath Contract for Inmate Messaging Services *(referred from the 4/7/22 Full Board with Authority to Act)*
- B. Request to Approve the Combined Public Communications Contract for Products and Services for Inmate Phone System *(referred from the 4/7/22 Full Board with Authority to Act)*
- C. Request to Approve the Combined Public Communications Contract for Jail management Software *(referred from the 4/7/22 Full Board with Authority to Act)*

7) ADMINISTRATION/FINANCE/BOC

- A. Request to Officially Appoint Chief Medical Examiner
- B. Request Authorization to pay the March Howard Shifman Invoice for Labor Related Services
- C. Appointment(s) to the Land Bank Board *(referred from the 4/7/22 Full Board)*

8) PUBLIC TIME- Citizens Comments, etc.**9) CLOSED SESSION (only if needed)****ADJOURN -****Upcoming Meetings/Public Hearings/Events:**

NEXT FULL BOARD MEETING - 04/21/2022

NEXT C.O.W MEETING - 04/28/22

FOLLOWING FULL BOARD - 05/05/2022

Personnel Committee Meeting - 4/14/2022

Following Tentative Personnel Meeting - 04/28/2022

Tentative Properties Meeting- 04/14/2022

**COMMITTEE OF THE WHOLE
March 31, 2022
9:00 a.m.**

Vice-Chairman Henning called the meeting to order at 9:04 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Henning opened the meeting with prayer. The Pledge of Allegiance was recited.

Present: Commissioners Lenny Schneider, Bryan Zender, Dyle Henning, Brendan Miller

Others: Jackie Arnold, Chief Financial Officer, Lynette Stanford, Secretary/Deputy County Clerk

Absent: Commissioners, Linda M. Jarvis, Rick Warren, Gary Roy

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

Motion by Zender, supported by Miller, to approve the minutes from the March 17, 2022 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

No comments were received.

Public Time – Three people spoke during public time.

Motion by Schneider, supported by Zender, to recommend to the Full Board, to authorize the Emergency Management Department to renew Everbridge/Nixle Engage alert and notification system for an amount not to exceed \$7,500.00, for services through March 20, 2023 to be paid from the Regional 2020 Homeland Security Grant (CFDA # 97.067) (EMW-2020-SS-00044-S01). Motion carried.

Motion by Schneider, supported by Zender, to recommend to the Full Board, 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 County General Fund, and with authority to act 3/31/22. Motion carried.

Motion by Schneider, supported by Zender, to recommend to the Full Board, 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, Personal Care, Respite Care, and Senior Center Activities.

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 previously authorized in 2018. The proposed millage includes an additional 0.1459 mills in order to maintain current level of service.

() YES

() NO

Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, to approve the payment of invoice F10-3287 in the amount of \$4,995.00 to OCV for the Sheriff's App, to be paid from line item 266-351-944.000. Motion carried.

Motion by Schneider, supported by Miller, to recommend to the Full Board, to authorize the Sheriff's Department to participate in the Local Corrections Officer Training Act. Motion carried.

Motion by Zender, supported by Miller, to recommend to the Full Board, to approve and 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; and further, to authorize the Chair/Vice-Chair to sign all documents necessary for this contract. Motion carried.

Motion by Schneider, supported by Miller, to recommend to the Full Board, to authorize the Sheriff's Department to purchase Jail Management System from Combined Public Communications for E-Jail software to implement service November 1, 2022, for the total cost of \$18,480.00, to be paid from line item 101-351-944.00; and further, to authorize the Chair/Vice-Chair to sign all documents necessary for this purchase. Motion carried.

Discussion followed regarding the need to update the appointment to the Solid Waste Planning Committee, so that a request for a new licensed transfer station can be processed.

Public Time – 1 person spoke during public time.

The Commissioners gave brief reports on upcoming meetings and events.

The meeting adjourned. 10:24 a.m.

Dyle Henning, Vice-Chairman
Committee of the Whole

3A

REQUEST FOR ACTION

DATE: 30 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 HP T830MFP 36" Multifunction Printer for the Environmental Health division of the Health Department at a cost not to exceed \$6,802.50. This cost includes Freight/Delivery, as well as set of ink cartridges.

ADDITIONAL INFORMATION:
See Attached Quote Sheet. This printer is similar to the multifunction printer used in the Treasurer's office which has proven to be efficient and capable to withstand the workload expected. It will serve the function of allowing us to scan the engineered/architectural drawings for electronic storage, as well as printing as needed for fulfilling FOIA requests. Cost to be covered by ELPHS funding which is awarded to the Health Department annually to support essential local public health functions. Account info: 221-276-730-000; 221-282-730-000; 221-286-730-000. The county has an account with this vendor – Marconet.

CONTACT PERSON(S): Kathy Haskins

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: 3 quotes of printers/scanners (same model/ different companies).

DRAFT MOTION: I move to authorize Lapeer County Health Department to purchase the HP T830MFP Large Format Multifunction Printer, at a cost not to exceed \$6,802.50, funded through the ELPHS funding grant, at no additional cost to the General Fund.

ATTACHMENTS YES X NO

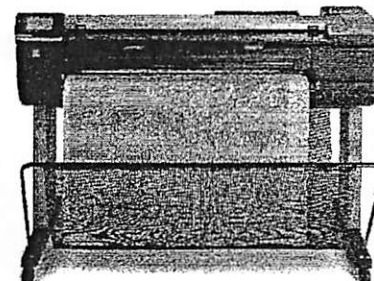
Recommendation

HP T830MFP Large Format Multifunction Printer (F9A30D)



Specifications:

- **Print Speed:** 2 – "D" Prints Per Minute (every 25sec)
- **Number of Ink Tanks:** 4 ink tanks
 - 130ml or 300ml Ink – C, Y, M, MBK
- **Print Resolution:** up to 2400 x 1200 optimized dpi
- **Print Languages:** PDF, Tiff, Jpeg, CalsGroup4
- **Paper Sizes:** 36" wide – 1 roll, auto-roll
- **36" wide CIS Scanner**
- **Scan to File Formats:** PDF, Tiff, JPEG,
- **Up to 600dpi**
- **Stacking System:** Fabric Catch tray
- **Network Features:** Network & Wi-Fi
- **Warranty:** HP one-year On-Site Warranty, Next Business Day Response



Marco Price includes dropship delivery and starter inks.

Equipment/Options	Purchase
HP T830MFP (F9A30D) MSRP	\$7,195.00
Price with March 2022 Discounts	\$6,299.00
	Device Only
Recommendation	
HP Inks 1 – 300ml Matte Black @ \$196.45	
HP Inks 1 each – 130ml Cyan, Yellow, Magenta @ \$102.35 per color (3)	
	+ \$503.50
Total Package Price	\$6,802.50

Supplies	Price
HP #728 130ml Ink Tanks	\$102.35 per color
HP #728 300ml Ink Tanks (Matte Black Only Comes in this Size)	\$196.45 per tank

Marco Maintenance Programs	Price
3 yr. Maintenance Agreement	\$1,293.00
5 yr. Maintenance Agreement	\$2,057.00

Note: Marco Maintenance Program covers Marco service, travel time & HP parts. Consumables i.e./ inks, paper, printhead are not covered under the Maintenance Program.

*The above pricing does not include applicable sales tax.
Prices quoted are subject to change and should be verified before placing your order.*

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco, Inc. to order, install and invoice the above listed equipment.

Shipping Delays: Due to global supply chain constraints, delivery on some items may be delayed. [Learn More](#)



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HPDesignjet T830 36" Multifunction printer

Notifications

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HP DesignJet T830 - multifunction printer - color

MFG.PART: F9A30D#B1K CDW PART: 6333724 UNSPSC: 43212107

~~\$7,695.00~~

\$6,653.99

Advised Price

1



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No Protection Plan

\$0.00

☒ Selected



Electronic HP Care Pack Preventive Maintenance Support - ext...
\$215.99

☐ Select



HP Inc Post Warranty 1 Year Warranty

\$525.99

☐ Select

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Quick tech specs

- 36" multifunction printer
- ink-jet
- Roll (36 in x 150 ft)
- color
- 35.98 in x 109.06 in (original)
- 35.98 in x 74.69 in (media)



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\$41.99 ✓prime

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Brand HP
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3B

DATE: 07 April 2022

REQUEST FOR ACTION -Grant Application

 X REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County Board of Commissioners

FROM: Health Department

SUMMARY OF REQUEST/INFORMATION: Request authorization to accept the 2022 Medical Marihuana Operation and Oversight Grant, provided through the Department of Licensing and Regulatory Affairs (LARA). Grant amount is for \$40,261. Grant funds will be used for education, communication, and outreach regarding the Michigan Medical Marihuana Act, 2008 IL, MCL 333.26421 to 333.26430. Further, request authorization for the following expenses for the activities/plans as outlined in the Grant Application. These will continue with the companies and work from last year: Sleekfire Team (Geofencing Services) - Total of \$19,500 (See attached Invoice), and Soter Technologies (Vape Detectors) - total of \$12,261 (see attached invoice).

ADDITIONAL INFORMATION:

YES NO

CFDA #

Is there a Continuation Requirement? _____

X

% FEDERAL

Is there an Interest Earned Requirement? _____

X

% STATE	100%
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Can Interest be charged to the Grant? _____

X

LOCAL MATCH Cash:

Is Cost Allocation Allowable? _____

In-Kind: _____

(If not Explain Why)

Revenue Account Line #: 221 - 601 - 542 . 000

RU 361

CONTACT PERSON(S): Todd Anglebrandt and Kathy Haskins

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTATION: See attached grant application information.

DRAFT MOTION: I move to authorize Lapeer County Health Dept. accept the 2021 Medical Marihuana Operation and Oversight Grant in the amount of \$40,261 and the listed expenditures above, at no additional cost to the County . General Fund. and authorize the Health Officer to electronically sign the document.

ATTACHMENTS	Yes	X	No
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GRANT NO. 2022 MMOOG LAPEER COUNTY HEALTH DEPARTMENT

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
LAPEER COUNTY HEALTH DEPARTMENT

GRANTEE/ADDRESS:

Kathy Haskins
Lapeer County Health Department
1800 Imlay City Road
Lapeer, MI 48446
810-245-5581

GRANT ADMINISTRATOR/ADDRESS:

David Harns
Marijuana Regulatory Agency – Public Relations
Department of Licensing and Regulatory Affairs
2407 N. Grand River Avenue
P.O. Box 30205
Lansing, MI 48909
Office Number: 517-243-5469
Email: MRA-MMOOG@michigan.gov

GRANT PERIOD:

From January 1, 2022 to September 15, 2022

TOTAL AUTHORIZED BUDGET: \$40,261.00

Federal Contribution: \$
State Contribution: \$40,261.00
Local Contribution: \$
Other Contributions: \$

SIGMA Vendor I.D.: CV0048174
SIGMA Payment Address Code: 026

ACCOUNTING DETAIL: Accounting Template No.: 6411113T010

GRANT

This is Grant # 2022 MMOOG LAPEER COUNTY HEALTH DEPARTMENT between the Department of Licensing and Regulatory Affairs (Grantor), and Lapeer County Health Department (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The Michigan Medical Marihuana Operation and Oversight Grant to Counties is provided for in the Michigan Medical Marihuana Act, MCL 333.26421 et seq. The purpose of the Grant is to provide funding to counties to be used for education, communication, and outreach regarding the Michigan Medical Marihuana Act.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the services that are more specifically described in the Grantee's Proposal, Attachment A.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

Changes in the Budget of less than 5% of the total line item amount, or \$2,000 (whichever is greater) do not require prior written approval, but Grantee must provide a revised budget to the Grant Administrator for approval.

Cumulative changes in the Budget equal to or greater than 5% of the total line item amount, or \$2,000 (whichever is greater), will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by the Michigan Marijuana Regulatory Agency (Grantor) and the Grantee.

1.3 Payment Schedule

The maximum amount of grant assistance offered is \$40,261.00. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with

computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Monitoring and Reporting Program Performance

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grant Administrator quarterly performance reports that briefly present the following information:
 - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
 - 2. A breakdown of the expenses that occurred within the reporting period along with supporting documentation that the expenses to be reimbursed were incurred by the county department.
 - 3. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
 - 4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
 - 5. The quarterly reports are due on **April 1, 2022, July 1, 2022 and September 15, 2022.** Further, the Department of Licensing and Regulatory Affairs has provided a Financial Status Report form that is to be completed with each report submission.
- C. **A Final Report is required.** The Grantee will do the following:
 - 1. The Grantee shall submit 1 final electronic copy of the report to the Grant Administrator no later than **October 15, 2022.**
 - 2. The final report will include the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.

- b. Accomplishments and problems experienced while carrying out the project activities.
 - c. Coordinated efforts with other organizations to complete the project.
 - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f. Any experience in applying the project products and anticipated “next steps”.
 - g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.
3. The final report may be combined with the September 15, 2022 report provided that it includes all of the data requested in Sections 1.4(B) and 1.4 (C).

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See **Section 1.2, Detailed Budget**.

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance

immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2)

a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

E-SIGNED by Anshu Varma
on 2022-04-04 16:23:47 EDT

2022-04-04 16:23:47 UTC

Anshu Varma, Division Director
Procurement & Administration Division
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Date

Kathy Haskins
Director/ Health Officer
Lapeer County Health Department

Date

GRANT NO. 2022 MMOOG LAPEER COUNTY HEALTH DEPARTMENT

**Department of Licensing and Regulatory Affairs
Marijuana Regulatory Agency**

Medical Marijuana Operation and Oversight Grants

2022 Grant Application

Authority: Michigan Medical Marijuana Act
2008 IL 1, Section 6(i), MCL 333.26426

This application must be submitted electronically to MRA-MMOOG@michigan.gov
at the Marijuana Regulatory Agency on or before January 1, 2022.

Section I: Grant Applicant Information

County of Lapeer
Applicant Contact ID: PA 026 Address ID: 026
vs CV0048174 County address: 255 Clay St
SIGMA Vendor Customer ID No. Mail Code Lapeer, MI 48446

Section II: Grant Administrator Information

Name

Kathy Haskins, Director / Health Officer, Lapeer County Health Dept
Address

1800 Imlay City Rd
City State Zip Code
Lapeer MI 48446
Area Code/Telephone Number Email Address

810 - 245-5581 khaskins@lapeerCounty.org


Section III: Description of Grant Program

Funds must be used for education, communication, and outreach regarding the Michigan Medical Marijuana Act, 2008 IL 1, MCL 333.26421 to 333.26430. On county letterhead, submit your proposal that includes the items listed below:

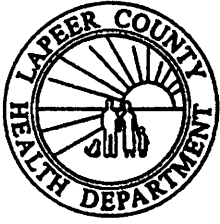
- Describe the project(s) for which funds are requested with an implementation plan.
- Explain how funds will be used to coordinate efforts with other agencies, if applicable.
- Describe the impact these funds will have on the community and what you hope to accomplish.
- Explain how these funds will be combined with other funding to complete the project, if necessary.
- Explain anticipated outcomes that will result from this grant.
- Submit a detailed budget showing how the requested funds will be expended.

Section IV: Certification

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Marijuana Regulatory Agency, no later than September 15, 2022. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2021 PA 87.

 20 Dec. 2021
Signature of County Grant Administrator (Original Signature Required) Date
Director / Health Officer Title





LAPEER COUNTY HEALTH DEPARTMENT
1800 Imlay City Road
Lapeer, MI 48446

Description of projects

Funds are being requested to conduct a variety of projects that will target medicinal marijuana users within Lapeer County. The first project will focus on continuing with Geofencing the provisioning centers within Lapeer County. The Lapeer Health Department will continue to the contract with a company that provides this service to ensure the project continuation is consistent. Geofencing uses GPS technology to create a virtual geographic boundary around a designated location and enables software to trigger a response when a mobile device enters or leaves a particular area. This fencing would be used to display 4 messages which are risk factors pertaining to the use of marijuana, facts sheets, and how to get and seek help as well as some of the Michigan laws that pertain to medicinal marijuana.

The second project would be a continuation of last years vape detector program. Vape detectors will be delivered to 2 school districts in FY22 to be installed in the restrooms. These detectors only detect tobacco aerosol, however, once a student is caught using an e-cigarette, behavioral intervention would be recommended for the student. An assessment would be conducted with the student to identify risk factors along with anyone in the home using marijuana, and for what purpose whether recreationally or medicinally.

Funding with other agencies

If approved, this funding may be used to coordinate efforts for youth that use medicinal marijuana. These efforts could include working with the Regional PIHP to provide education, prevention, or treatment services depending on the (ASAM) level of care. The Regional PIHP may be able to incorporate universal prevention activities into the Geofencing project and expand their current vendor education programs. The local school district may decide to invest in more vape detectors if this continued pilot program shows positive improvements in the reduction of marijuana based vape products in the schools.

Impact of funding


Geofencing provisioning centers will allow the facts of marijuana use for medicinal to be seen and read which may lead to alternatives to marijuana when dealing with certain health (physical or mental) conditions. Using the data collected from phones crossing the digital fence a demographic map may be developed to zip codes, gender, or ethnicity of visitors to provisioning centers to deliver targeted prevention activities to users. Continuing to invest in vape detectors in the schools should continue to have an impact on the environment of the school as students return to face-to-face sessions after the holiday break and throughout the remainder of the school year. This intervention may allow students that are in the early stages of addiction to receive help versus going unnoticed until a legal event occurs with the youth.

Anticipated outcomes

Geofencing (1) education of citizens entering provisioning centers about the negative effects of marijuana on the body. (2) see an increase in enrollment for outpatient treatment and education services related to marijuana use.

Continuing vape detectors (1) reduce the number of students that are using ENDS products that have medicinal marijuana in them. (2) start a larger discussion in the education system about students using ENDS products and work toward intervention/education instead of expel/suspension of these students.

Medical Marihuana Operation and Oversight Grant FY2022 Budget Lapeer County Health Department	
Category	Amount
Wages	\$ 5,635.00
Overtime	\$ -
Fringe	\$ 2,865.00
Training	\$ -
Equipment	\$ -
Education Materials	\$ -
Geofencing	\$ 19,500.00
Vape Detectors	\$ 12,261.00
Vehicles	\$ -
Total Expenditures	\$ 40,261.00

Signature:  Title: Director/Health Officer Date: 20 Dec 2021

<p align="center">DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2022</p>
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MICHIGAN SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$95.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.585 per mile
Standard Rate	\$0.360 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT HIGH COST CITY LIST**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES****Effective January 1, 2022****Michigan Select Cities/Counties**

<u>Cities</u>	<u>Counties</u>
Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	All of Grand Traverse, Oakland and Wayne

Out of State Select Cities/Counties

<u>State</u>	<u>City/County</u>	<u>State</u>	<u>City/County</u>
Arizona	Phoenix, Scottsdale, Sedona	Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford
California	Los Angeles (Los Angeles, Orange, Mendocino & Ventura Counties, and Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Maryland	Counties of Montgomery & Prince Georges, Baltimore City, Ocean City
		Massachusetts	Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
		Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
		Nevada	Las Vegas
		New Mexico	Santa Fe
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	New York	Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Riverhead, Ronkonkoma, Melville, Suffolk County, Tarrytown, White Plains, New Rochelle
Connecticut	Bridgeport, Danbury		
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia)	Ohio	Cincinnati
		Pennsylvania	Bucks County, Pittsburgh
		Rhode Island	Bristol, Jamestown/Middletown/Newport (Newport County) Providence
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Texas	Austin, Dallas, Houston, L.B. Johnson Space Center
Georgia	Jekyll Island, Brunswick	Utah	Park City (Summit County)
Idaho	Sun Valley, Ketchum	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
		Virginia	Alexandria, Falls Church, Fairfax
Illinois	Chicago (Cook and Lake counties)	Washington	Port Angeles, Port Townsend, Seattle
Kentucky	Kenton	Wyoming	Jackson, Pinedale
Louisiana	New Orleans		



Lapeer County Health Department 2022 Ad Campaign

Starts: 05/01/2022

Ends: 04/30/2023

Duration: 12 month/s

To:

**Lapeer County Health
Department**

**Todd Anglebrandt
tanglebrandt@lapeercounty.org**

From:

Sleekfire

**Sleekfire Team
clientcare@sleekfiremedia.com**

**117 E Walker St
St. Johns, MI, 48879, US**

989-249-3384

Billing schedule

Contractor bills Client once.

Final invoice	\$19,500.00
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Invoice includes the following services:

Ad Campaign Management	\$14,400.00
12 Months · \$1,200.00/Month	

Facebook Ad Spend	\$5,100.00
12 Months · \$425.00/Month	

Project total:	\$19,500.00
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Signatures

Todd Anglebrandt
Lapeer County Health Department

Ethan Painter

Sleekfire Team
Sleekfire



**SOTER
TECHNOLOGIES**

Soter Technologies

101 Comac Street
Ronkonkoma, NY
11779
US
934-500-5454

Quote

Thomas Fusco

Valid Until: May 31, 2022

Quote Number : 2890806000054807145

BILL TO:

Lapeer County Health Department II-MI
Todd Anglebrandt
1800 Imlay City Rd
Lapeer
MI
United States
48446

SHIP TO:

Lapeer County Health Department II-MI
Todd Anglebrandt
1800 Imlay City Rd
Lapeer
MI
United States
48446

A Purchase Order must be received before the items are shipped; please follow the P.O. instructions below.

Note: After year one, there is an annual support fee of \$150/unit associated with accessing the account on the cloud-based portal, receiving alert notifications and software updates.

Quantity	Items	Description	Price (per unit)	Discount	Total
12	FS286	FlySense® Gen. 2.86 Vape & Elevated Sound Detector Audible Tampering Alert 10% Volume Discount	\$ 995.00	\$ 1,194.00	\$ 10,746.00
1	FS-ISS	FlySense® Server Activation Fee WAIVED - RETURN CUSTOMER	\$ 495.00	\$ 495.00	\$ 0.00
1	Shipping	Shipping	\$ 75.00	\$ 0.00	\$ 75.00
12	FS-SSA	FlySense® Support ***FIRST YEAR FEE WAIVED*** FlySense® Annual Software Support Fee Post year one fee to maintain network access and communications, support alerts and portal dashboard. \$150.00 per device. 20% off.	\$ 150.00	\$ 360.00	\$ 1,440.00
					Sub Total \$ 12,261.00
					Tax TBD
					Grand Total \$ 12,261.00

Purchase Order Instructions

1. Make Purchase Order out to:
Soter Technologies, LLC
101 Comac St,
Ronkonkoma, NY 11779
2. Specify product and pricing per above
3. Please Include:
 - a) Ship To address and contact
 - b) IT contact person for installation
 - c) Tax exemption certificate; otherwise, customer will be invoiced for applicable taxes
4. Email to orders@sotertechnologies.com

Thank You,
Team Soter

RESOLUTION

- WHEREAS,** Lapeer County Central Dispatch has been designated as the Public Safety Answering Point for all public safety response in Lapeer County for those emergencies that require police, fire or emergency medical services; and,
- WHEREAS,** the telecommunications of Lapeer County Central Dispatch answer those calls for assistance and serve as the first and most critical contact our citizens have with emergency services; and,
- WHEREAS,** the safety of police officers, firefighters and emergency medical service providers that serve our citizens are dependent on the quality and accuracy of information obtained from citizens who contact Lapeer County Central Dispatch; and,
- WHEREAS,** Lapeer County Central Dispatch Public Safety Telecommunicators provide the single most vital link for our police officers, firefighters, and emergency medical service providers, by monitoring their activities by radio, providing them with information, and ensuring their safety; and
- WHEREAS,** the Public Safety Telecommunicators of Lapeer County Central Dispatch have assisted in the saving of many lives, the apprehension of criminals, and prevention of considerable property loss each year; and,
- WHEREAS,** each member of Lapeer County Central Dispatch has exhibited compassion, understanding and professionalism during the performance as a Public Safety Telecommunicator; and,
- WHEREAS,** on October 9, 1991, the Congress of the United States proclaimed the second week in April as "National Public Safety Telecommunications Week."

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby proclaims the week of April 10 – 16, 2022 as **PUBLIC SAFETY TELECOMMUNICATORS WEEK** in Lapeer County, in recognition of the men and women whose dedication and professionalism help keep our county and citizens safe.

BE IT FURTHER RESOLVED, that the Board of Commissioners urges county residents and public safety responders, to join in honoring the staff of Lapeer County Central Dispatch in recognition for their continued professionalism and dedication to the public safety of Lapeer County.

Dyle Henning, Vice-Chairman of the Board

I hereby certify that the foregoing Resolution was unanimously adopted by a vote at the meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 14th day of April, 2022.

Theresa M. Spencer, County Clerk
Clerk of the Board

5

REQUEST FOR ACTION

DATE: April 8, 2022

XX REQUEST FOR ACTION
____ FOR YOUR INFORMATION
____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Drain Office

SUMMARY OF REQUEST / INFORMATION:

Resolution to Exceed on Lake Lapeer Lake Level

ADDITIONAL INFORMATION:

CONTACT PERSONS:

Joseph Suma

BACKGROUND INFORMATION:

Attached

SUPPORTING DOCUMENTS:

Attached – Quote and Computation of Cost

DRAFT MOTION:

Motion by _____, supported by _____,

Attached

ATTACHMENTS

YES X NO _____

**STATE OF MICHIGAN
COUNTY OF LAPEER**

LAPEER COUNTY BOARD OF COMMISSIONERS

Resolution No. 22-__

**LAKE LAPEER
MAINTENANCE AND REPAIR OF LAKE LEVEL**

WHEREAS, a lake level for Lake Lapeer located in Elba Township and Hadley Townships, Lapeer County, is established under Part 307 of the Natural Resources and Environmental Protection Act, Michigan Public 451 of 1994, as amended ("Part 307"); and

WHEREAS, the Lapeer County Drain Commissioner ("Drain Commissioner") is the delegated authority under Part 307, and has the ongoing responsibility to maintain and repair the lake level project for Lake Lapeer; and

WHEREAS, inspections of Lake Lapeer have indicated that maintenance or repair of the lake level project is necessary to maintain the established lake level; and

WHEREAS, the Drain Commissioner has retained a licensed professional engineer to prepare plans and specifications for the maintenance or repair of the lake level project; and

WHEREAS, the Drain Commissioner has authority to expend up to Ten Thousand (\$10,000.00) Dollars in any one year for the maintenance and repair of the lake level project, and where it is estimated that expenditures exceeding this amount are necessary, those amounts may not be expended until approved by resolution of the County Board of Commissioners; and

WHEREAS, the Lapeer County Drain Commissioner has advised the Board that it will be necessary to expend funds in excess of Ten Thousand (\$10,000.00) Dollars for the maintenance and repair of the lake level project; and

WHEREAS, the Lapeer County Board of Commissioners deems it necessary to authorize the Drain Commissioner, as delegated authority, to expend funds in excess of Ten Thousand (\$10,000.00) Dollars for the maintenance and repair of the lake level project.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby authorizes the Drain Commissioner, as delegated authority under Part 307, to expend money for the maintenance and repair of the lake level project in excess of Ten Thousand (\$10,000.00) Dollars.
2. All resolutions and parts of resolutions insofar as the same may be in conflict herewith are hereby rescinded.

AYES:

NAYS:

ABSENT:

Dated: _____, 2022

Gary Roy, Chairperson
Lapeer County Board of Commissioners

STATE OF MICHIGAN)
)ss.
COUNTY OF LAPEER)

I, Theresa M. Spencer, County Clerk for the County of Lapeer, do hereby certify that the foregoing is a true and correct excerpt of the proceedings of the Lapeer County Board of Commissioners at their regular session held on _____, 2022 in the City of Lapeer, County of Lapeer, State of Michigan.

Theresa M. Spencer
Lapeer County Clerk

PROPOSED COMPUTATION OF COST
LAKE LAPEER DAM - LAKE LEVEL CONTROL STRUCTURE AND DAM SITE RESTORATION
 Lapeer County, Michigan
 Monday, April 04, 2022

	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Construction - Avery Allen (Cambell & Shaw)					
1	Mobilization	1	LS	5,000.00	5,000.00
2	Temporary Platform & Shoring	1	LS	10,200.00	10,200.00
3	Remove & Dispose of Ex. Steel Platform Structure	1	LS	6,000.00	6,000.00
4	Furnish & Install New Steel Platform Structure on Ex. Concrete Riser	1	LS	96,945.00	96,945.00
5	Remove & Replace Perimeter Fence	560	ft	87.00	48,720.00
6	Site Restoration (Incl. 20 SQ YD of riprap)	1	LS	4,500.00	4,500.00
	TOTAL CONSTRUCTION COSTS				\$171,365
	FINANCE PERIOD MAINTENANCE COSTS				\$4,500
Engineering					
7	Design & Permitting	1	PS	22,500.00	22,500.00
8	Construction Management	1	PS	1,500.00	1,500.00
	TOTAL ENGINEERING COSTS				\$24,000
	PROJECT SUBTOTAL				\$199,865
	CONTINGENCY (10.1%)				\$20,135
	TOTAL PROJECT BUDGET				\$220,000

PROPOSAL EVALUATION
LAKE LAPEER DAM - LAKE LEVEL CONTROL STRUCTURE AND DAM SITE RESTORATION
Lapeer County, Michigan
Monday, April 04, 2022

	DESCRIPTION	QTY.	UNIT	Proposal 1		Proposal 2	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1. Mobilization		1	LS	Avery Allen General Contractor			
				5,000.00	5,000.00	5,000.00	5,000.00
2. Temporary Platform & Shoring		1	LS	10,200.00	10,200.00	10,200.00	10,200.00
3. Remove & Dispose of Ex. Steel Platform Structure		1	LS	6,000.00	6,000.00	6,000.00	6,000.00
4. Site Restoration (incl. 20 SQ YD of riprap)		1	LS	4,500.00	4,500.00	4,500.00	4,500.00
5. Remove & Replace Perimeter Fence		560	ft	Metamora Fence Co.		Michigan Fence LLC	
				108.24	60,614.51	87.00	48,720.00
6. Furnish & Install New Steel Platform Structure on Ex. Concrete Riser		1	LS	JAS Steel Co.		Campbell & Shaw Steel	
				132,504.46	132,504.46	96,945.00	96,945.00
TOTAL CONSTRUCTION COSTS					\$218,818.97		\$171,365.00

REQUEST FOR ACTION

6A

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 messaging service (chirping) with CyberPath Services.

ADDITIONAL INFORMATION: The current system provider is through Securus expiring October 31, 2022. We are not currently bringing in any revenue through this system. With this contract we will make an estimated \$15,000 per year on just the chirping (texting).

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 Cyberpath Services

DRAFT MOTION:

Motion by _____, supported by _____, to accept the contract with CyberPath Services for inmate messaging 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

REQUEST FOR ACTION

6B

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 _____



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

60

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:

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
13,660 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

7A

DATE: April 7, 2022

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: Committee of the Whole

FROM: Quentin Bishop, County Controller/Administrator

SUMMARY OF REQUEST / INFORMATION: Pursuant to MCL 52.201, Lapeer County needs to officially appoint a Chief Medical Examiner. Dr. Roshan Mahabir has been recommended by the Michigan Institute of Forensic Science and Medicine.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Quentin Bishop, County Controller/Administrator

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board that the Board of Commissioners, in compliance with MCL 52.201, hereby officially appoints Dr. Roshan Mahabir through the Michigan Institute of Forensic Science and Medicine as Lapeer County's Chief Medical Examiner, effective immediately.

ATTACHMENTS: YES _____ or NO X

7B

DATE: March 10, 2022

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Jacky Bennett, Administration/Finance Account Clerk

SUMMARY OF REQUEST / INFORMATION: Request authorization to pay the March invoice from Attorney Howard L. Shifman, P.C., for labor related legal services.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Doreen Clark / Quentin Bishop

SUPPORTING DOCUMENTS: Legal Summary / Invoice #14787

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Attorney Howard L. Shifman, P.C. in the amount of \$1,196.00 for labor related legal services rendered through March 31, 2022 to be paid from line item #101-210-801.020.

ATTACHMENTS YES X NO

Howard L. Shifman
Brandon Fournier
Robert Nyovich- Of Counsel



31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025
Phone (248) 642-2383 or
(248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

April 1, 2022

Quentin Bishop, County Administrator/Controller
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Mr. Bishop:

Attached please find our invoice for services March 31, 2022.

Invoice No. 14787

Lapeer County –	
General	\$ 161.00
Sheriff's Department	\$ 966.00
CMH	\$ 0.00
FOC	\$ 0.00
District Court	\$ 0.00
Health Department	\$ 0.00
911 MAPE	\$ 69.00
911 POAM	\$ 0.00
Non-Union	\$ 0.00
	<hr/>
TOTAL DUE	\$ 1,196.00

Please make check payable to Howard L. Shifman, P.C.

7C

LAPEER COUNTY LAND BANK AUTHORITY BOARD (3-Year Term) Needs an Oath of Office
 (Appointments made by County Board of Commissioners motion only)

NAME	REPRESENTATIVE TITLE	MOTION	APPOINTED DATE	END OF TERM
Dana Miller	Treasurer	125-09	05-07-2009	Statutory
(vacant)	Township Representative			
Denise Soldenski	City Representative	106-22	April 7, 2022	May 7, 2025
Lynn Eutsler	Resident Representative	108-20	04-23-2020	May 7, 2023
Jenell RaCosta	Resident Representative	108-20	04-23-2020	May 7, 2023