



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 28, 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 **April 14, 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) **EQUALIZATION** — Adoption of the 2022 Lapeer County Equalization Report
- 4) **COMMUNITY MENTAL HEALTH-** Request Approval of Budget Amendment
- 5) **PROSECUTING ATTORNEY-** Request Approval to get a County Credit Card
- 6) **SURVEYOR**
 - A. Approval of Three Remonumentation Grant Agreements
 - B. Approval of Three Peer Review Agreements

Continued--

7) SHERIFF'S DEPARTMENT

- A. Request to Approve the CyberPath Contract for Inmate Messaging Services *(referred from the 4/21/22 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 4/21/22 Full Board with Authority to Act)*
- C. Request to Approve the Combined Public Communications Contract for Jail Management Software *(referred from the 4/21/22 Full Board with Authority to Act)*
- D. Request Approval of the Law Enforcement Millage Ballot Language for the August 2, 2022 Election
- E. Request Approval and Acceptance of the Federal Grant to Purchase Bullet Proof Vests and Stab Vests

8) ADMINISTRATION/FINANCE

- A. Request Acceptance of the MGT Contract for Cost Allocation Services for the County
- B. Request Acceptance of the MGT Contract for Cost Allocation Services for the Health Department

9) PUBLIC TIME- Citizens Comments, etc.

10) CLOSED SESSION (only if needed)

ADJOURN -

Upcoming Meetings/Public Hearings/Events:

NEXT FULL BOARD MEETING - 05/05/2022

NEXT C.O.W MEETING - 05/12/22

FOLLOWING FULL BOARD - 05/19/2022

Personnel Committee Meeting - 4/28/2022

Following Tentative Personnel Meeting - 05/12/2022

Tentative Properties Meeting- 04/28/2022

COMMITTEE OF THE WHOLE

April 14, 2022

9:00 a.m.

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

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

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

Absent: Commissioner Gary Roy

Motion by Schneider, supported by Warren, to approve the agenda with the addition of a Resolution for the Masonic Lodge #295, a motion from Animal Control, and the deletion of a closed session. Motion carried.

Motion by Warren, supported by Miller, to approve the minutes from the March 31, 2022 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

Undersheriff Howe gave a brief update regarding recent Department statistics.

Dave Eady, Animal Control Division Chief thanked the Commissioners and introduced Rachel Horton as the new Animal Control Division Chief.

Public Time – Four people spoke during public time.

Motion by Miller, supported by Warren, to recommend to the Full Board, to authorize the Health Department to purchase the HP T830MFP Large Format Multifunction Printer, at a cost not to exceed \$6,802.50, funded through the Essential Local Public Health Services (ELPHS) funding grant, at no additional cost to the County General Fund. Motion carried.

Motion by Schneider, supported by Miller, to recommend to the Full Board, to authorize the Health Department to accept the 2021 Medical Marijuana Operation and Oversight Grant, in the amount of \$40,261.00 and the listed expenditures outlined in the Grant, at no additional cost to the County General Fund; and further, to authorize Kathy Haskins, R.N., B.S.N., MPH, Director/Health Officer to electronically sign the document. Motion carried.

Motion by Miller, supported by Warren, pursuant to Section 5.15 of the Rules of Procedure, giving the Committee of the Whole the authority to act on resolutions regarding commendation, congratulations, retirement, and appreciation; and further, that the Committee of the Whole be given the authority to act on any other Resolution, when directed to other elected officials, and requiring immediate action, when two-thirds (2/3) of the members elected are present, which shall include forwarding the motion to the next regular meeting to be entered into the official record, to adopt the following resolution:

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.

Roll Call vote: Miller, aye; Schneider, aye; Warren, aye; Zender, aye; Jarvis, aye; Henning, aye; Roy, absent. 6 ayes, 1 absent. Motion carried.

Motion by Jarvis, supported by Warren, pursuant to Section 5.15 of the Rules of Procedure, giving the Committee of the Whole the authority to act on resolutions regarding commendation, congratulations, retirement, and appreciation; and further, that the Committee of the Whole be given the authority to act on any other Resolution, when directed to other elected officials, and requiring immediate action, when two-thirds (2/3) of the members elected are present, which shall include forwarding the motion to the next regular meeting to be entered into the official record, to adopt the following resolution:

RESOLUTION

- WHEREAS,** Attica was the largest village in Lapeer County in the 1870's with a population of approximately 2500, due to the extensive logging and lumber mill activity, and it boasted a hotel, livery, general store, millinery and several boarding houses; and,
- WHEREAS,** the **Attica-Imlay City Masonic Lodge #295** was first formed in 1872 by civic leaders, businessmen, and other influential individuals, including lumber barons, township officials, businessmen and eventually farmers; and,
- WHEREAS,** the **Attica-Imlay City Masonic Lodge #295** first met on the third story of a general store using an outside staircase, where everything had to be carried up those stairs including fuel for a potbelly stove, until after WWII, when the members sold promissory notes in order to build their own building at a cost of approximately \$4,000-\$5,000, and the members supplied most of the labor; and
- WHEREAS,** the building the **Attica-Imlay City Masonic Lodge #295** built still stands to this day and is occupied by a new business, due to the fact that membership declined in the mid 2010's and finances forced a sale of the building, which led to the lodge having to face the decision of disbanding, merging or continuing as an independent lodge,
- WHEREAS,** the **Attica-Imlay City Masonic Lodge #295** decided to stay independent and arranged to move their charter into the building in Almont owed by another lodge, which has resulted in a revitalization of the membership which continues to grow again; and,
- WHEREAS,** the **Attica-Imlay City Masonic Lodge #295** has served the community over the years in many ways, such as providing two scholarships each year to students at the Lapeer County Ed-Tech Center, assisting families that lost their homes due to the destruction of fire, supporting the KIND Program, sponsoring many spaghetti dinners and helping any special needs of their members to name a few.

NOW, THEREFORE, BE IT RESOLVED, that on this occasion of the **150th Anniversary** of service to the people of our community by the **Attica-Imlay City Masonic Lodge #295**, that this Board of Commissioners of the County of Lapeer, expresses congratulations to the members of the Lodge for their remarkable contributions and offers sincere appreciation for the dedicated services provided over the last one hundred and fifty years.

Roll Call vote: Jarvis, aye; Miller, aye; Schneider, aye; Warren, aye; Zender, aye; Henning, aye; Roy, absent. 6 ayes, 1 absent. Motion carried.

Motion by Warren, supported by Zender, to recommend to the Full Board, to adopt the following Resolution regarding Lake Lapeer Maintenance and Repair of Lake Level:

**STATE OF MICHIGAN
COUNTY OF LAPEER
LAPEER COUNTY BOARD OF COMMISSIONERS
Resolution
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.

Roll Call vote: Warren, aye; Jarvis, aye; Miller, aye; Schneider, aye; Zender, aye; Henning, aye; Roy, aye. 6 ayes, 1 absent. Motion carried.

Motion by Warren, supported by Miller, to refer the contract with CyberPath Services, the contract with Combined Public Communications for inmate communication, and the purchase Jail Management System from Combined Public Communications for E-Jail software to the April 21, 2022 Regular Board Meeting. Motion carried.

Motion by Miller, supported by Zender, 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. Motion carried.

Motion by Warren, supported by Zender, 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. Motion carried.

Land Bank Authority Board

Motion by Jarvis, supported by Zender, to recommend to the Full Board, to appoint Charlotte Babb to serve on the Land Bank Authority Board, for a three-year term, ending May 7, 2025. Motion carried.

Motion by Schneider, supported by Jarvis, to recommend to the Full Board, to amend the original motion of #233-21 to increase the total by an additional \$531.80. Motion carried.

Public Time – six people spoke during public time.

The Commissioners gave brief reports on upcoming meetings and events.

The meeting adjourned. 10:56 a.m.

Dyle Henning, Vice-Chairman
Committee of the Whole

REQUEST FOR ACTION

DATE: April 28, 2022

REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Equalization Department

SUMMARY OF REQUEST / INFORMATION:

Approval of 2022 Equalization Report
Authorization to sign L-4024 and L-4037C

ADDITIONAL INFORMATION:

CONTACT PERSON(S):

Raelene Birkle

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

See attached 2022 Equalization Report (which includes the L-4024) and the L-4037C advalorem and L-4037C Special Acts.

DRAFT MOTION:

Motion by_____, supported by_____, to adopt the 2022 Lapeer County Equalization Report as presented; and further, to authorize the Chairman/Vice Chair and County Clerk to sign the L-4024 and L-4037C to be submitted to the State of Michigan.

ATTACHMENTS YES__X__ NO_____

State Tax Commission Assessment Roll Certification (County Board of Commissioners, CBC)

This form is issued under the authority of the General Property Tax Act, P.A. 206 of 1893, MCL 211.34. Attach original copy to the assessment roll with copies provided to the local unit and county clerk.

PART 1: ASSESSOR AND LOCAL UNIT INFORMATION (When complete, this form is to be filed with the local unit of government)				
Assessing Officer Name LISA GRIFFIN	Certification Number	Certification Level (MCAO, MAAO, MMAO) MAAO - Michigan Advanced Assessing Officer	Tax Year 2022	
Local Unit of Government Name LAPEER COUNTY	City or Township County	County Name LAPEER		
PART 2: CBC ASSESSED VALUE AS EQUALIZED - Special Acts				
ADDING OR DEDUCTING	THE SUM OF	FROM OR TO	PROPERTY CLASS	GIVING ASSESSED VALUE AS EQUALIZED
0	0		Real Agriculture	31,822,200
0	0		Real Commercial	136,100
0	0		Real Industrial	16,010,300
0	0		Real Residential	6,500
0	0		Real Timber Cutover	0
0	0		Real Developmental	0
			TOTAL REAL PROPERTY	47,975,100
			TOTAL PERSONAL PROPERTY	5,751,500
			TOTAL REAL & PERSONAL PROPERTY	53,726,600
PART 3: COUNTY BOARD OF COMMISSIONERS CERTIFICATION				
<i>We hereby certify that the information contained within this County Board of Commissioners Assessment Roll Certification is true and accurate to the best of our knowledge, information and belief. We further certify that the County Board of Commissioners have examined the Assessment Roll of the above mentioned local unit of government and have determined the equalized valuations of the taxable Ad-Valorem and Special Act property to be accurate.</i>				
Chairperson of the County Board of Commissioners Signature			Date	
Clerk of the County Board of Commissioners Signature			Date	

State Tax Commission Assessment Roll Certification (County Board of Commissioners, CBC)

This form is issued under the authority of the General Property Tax Act, P.A. 206 of 1893, MCL 211.34. Attach original copy to the assessment roll with copies provided to the local unit and county clerk.

PART 1: ASSESSOR AND LOCAL UNIT INFORMATION (When complete, this form is to be filed with the local unit of government)				
Assessing Officer Name LISA GRIFFIN	Certification Number	Certification Level (MCAO, MAAO, MMAO) MAAO - Michigan Advanced Assessing Officer	Tax Year 2022	
Local Unit of Government Name LAPEER COUNTY	City or Township County	County Name LAPEER		
PART 2: CBC ASSESSED VALUE AS EQUALIZED - AD VALOREM				
ADDING OR DEDUCTING	THE SUM OF	FROM OR TO	PROPERTY CLASS	GIVING ASSESSED VALUE AS EQUALIZED
0	0		Real Agriculture	490,418,577
0	0		Real Commercial	306,995,500
0	0		Real Industrial	102,172,700
0	0		Real Residential	3,680,095,896
0	0		Real Timber Cutover	0
0	0		Real Developmental	3,698,700
			TOTAL REAL PROPERTY	4,583,381,373
			TOTAL PERSONAL PROPERTY	241,717,628
			TOTAL REAL & PERSONAL PROPERTY	4,825,099,001
PART 3: COUNTY BOARD OF COMMISSIONERS CERTIFICATION				
<i>We hereby certify that the information contained within this County Board of Commissioners Assessment Roll Certification is true and accurate to the best of our knowledge, information and belief. We further certify that the County Board of Commissioners have examined the Assessment Roll of the above mentioned local unit of government and have determined the equalized valuations of the taxable Ad-Valorem and Special Act property to be accurate.</i>				
Chairperson of the County Board of Commissioners Signature			Date	
Clerk of the County Board of Commissioners Signature			Date	

Equalized Valuations - REAL

L-4024

LAPEER County

Statement of acreage and valuation in the year 2022 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Real Property Equalized by County Board of Commissioners							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
ALMONT TWP 44-01	35,441,700	19,260,200	12,140,000	324,356,600	0	3,698,700	394,897,200
ARCADIA TWP 44-02	21,465,500	1,354,800	391,000	146,322,000	0	0	169,533,100
ATTICA TWP 44-03	15,052,700	3,332,500	1,977,700	225,177,300	0	0	245,540,200
BURLINGTON TWP 4	31,454,500	779,300	1,044,000	39,479,400	0	0	72,757,200
BURNSIDE TWP 44-0	73,712,700	3,401,300	6,746,700	53,415,600	0	0	137,276,300
DEERFIELD TWP 44-	21,881,900	7,738,100	1,066,800	204,033,205	0	0	234,720,005
DRYDEN TWP 44-07	27,331,577	4,788,000	1,868,300	285,908,644	0	0	319,896,521
ELBA TWP 44-08	19,391,200	11,809,700	2,410,500	290,950,800	0	0	324,562,200
GOODLAND TWP 44-	40,148,600	1,941,500	402,700	71,055,544	0	0	113,548,344
HADLEY TWP 44-10	21,134,400	1,825,800	0	291,250,882	0	0	314,211,082
IMLAY TWP 44-11	33,177,500	3,416,200	2,793,000	141,813,600	0	0	181,200,300
LAPEER TWP 44-12	18,277,300	13,232,600	3,672,000	226,162,200	0	0	261,344,100
MARATHON TWP 44-	15,270,200	4,665,300	79,600	162,796,600	0	0	182,811,700
MAYFIELD TWP 44-1	10,552,700	25,681,800	3,280,900	276,457,200	0	0	315,972,600
METAMORA TWP 44-	8,666,200	13,124,800	7,118,300	301,152,800	0	0	330,062,100
NORTH BRANCH TW	42,977,100	12,115,500	2,966,800	105,559,600	0	0	163,619,000
OREGON TWP 44-17	17,588,000	572,200	0	264,920,850	0	0	283,081,050
RICH TWP 44-18	36,276,800	759,500	754,100	49,019,900	0	0	86,810,300
BROWN CITY 44-53	0	0	0	97,671	0	0	97,671
IMLAY CITY 44-52	618,000	51,093,500	20,372,200	63,354,600	0	0	135,438,300
LAPEER CITY 44-51	0	126,103,100	33,088,100	156,810,900	0	0	316,002,100

Real Property Equalized by County Board of Commissioners							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Total for County	490,418,577	306,995,500	102,172,700	3,680,095,896	0	3,698,700	4,583,381,373

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF LAPEER COUNTY

WE HEREBY CERTIFY that the foregoing is a true statement of the number of acres of land, the value of the real property and of the personal property, the aggregate valuation of the real property and personal property, the equalized and assessed valuations of real property classifications in each township and city in said county as equalized by the Board of Commissioners in April of the reporting year, at a meeting of said board held in pursuant to the provisions of sections 209.1 – 209.8, MCL. I further certify that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 199 of 1974; P.A. 385 of 1994; P.A. 224 of 1995; P.A. 147 of 1992 or Section 5 of Article IX of the Constitution of the State.

Dated _____, 20____



 Equalization Director

 Clerk of the Board of Commissioner

 Chairperson of Board of Commissioner

Assessed Valuations - REAL

L-4024

LAPEER County

Statement of acreage and valuation in the year 2022 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Real Property Assessed Valuations Approved by Boards of Review							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
ALMONT TWP 44-01	35,441,700	19,260,200	12,140,000	324,356,600	0	3,698,700	394,897,200
ARCADIA TWP 44-02	21,465,500	1,354,600	391,000	146,322,000	0	0	169,533,100
ATTICA TWP 44-03	15,052,700	3,332,500	1,977,700	225,177,300	0	0	245,540,200
BURLINGTON TWP 4	31,454,500	779,300	1,044,000	39,479,400	0	0	72,757,200
BURNSIDE TWP 44-0	73,712,700	3,401,300	6,746,700	53,415,600	0	0	137,276,300
DEERFIELD TWP 44-	21,881,900	7,738,100	1,066,800	204,033,205	0	0	234,720,005
DRYDEN TWP 44-07	27,331,577	4,788,000	1,868,300	285,908,644	0	0	319,896,521
ELBA TWP 44-08	19,391,200	11,809,700	2,410,500	290,950,800	0	0	324,562,200
GOODLAND TWP 44-	40,148,600	1,941,500	402,700	71,055,544	0	0	113,548,344
HADLEY TWP 44-10	21,134,400	1,825,800	0	291,250,882	0	0	314,211,082
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LAPEER TWP 44-12	18,277,300	13,232,600	3,672,000	226,162,200	0	0	261,344,100
MARATHON TWP 44-	15,270,200	4,665,300	79,600	162,796,600	0	0	182,811,700
MAYFIELD TWP 44-14	10,552,700	25,681,800	3,280,900	276,457,200	0	0	315,972,600
METAMORA TWP 44-	8,666,200	13,124,800	7,118,300	301,152,800	0	0	330,062,100
NORTH BRANCH TW	42,977,100	12,115,500	2,966,800	105,559,600	0	0	163,619,000
OREGON TWP 44-17	17,588,000	572,200	0	264,920,850	0	0	283,081,050
RICH TWP 44-18	36,276,800	759,500	754,100	49,019,900	0	0	86,810,300
BROWN CITY 44-53	0	0	0	97,671	0	0	97,671
IMLAY CITY 44-52	618,000	51,093,500	20,372,200	63,354,600	0	0	135,438,300
LAPEER CITY 44-51	0	126,103,100	33,088,100	156,810,900	0	0	316,002,100

Real Property Assessed Valuations Approved by Boards of Review							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Total for County	490,418,577	306,995,500	102,172,700	3,680,095,896	0	3,698,700	4,583,381,373

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF LAPEER COUNTY

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Dated _____, 20____



Equalization Director

Clerk of the Board of Commissioner

Chairperson of Board of Commissioner

4

LAPEER COUNTY

Community Mental Health Center

1570 Suncrest Drive, Lapeer, Michigan 48446
(810) 667-0500 FAX: (810) 664-8728

Date: April 14, 2022

Request for Action
 For Your Information
 Request for Information

To: Lapeer County Board of Commissioners - Regular Board Meeting

From: Lapeer County Community Mental Health

Summary of Request/Information:

Requesting approval of attached amended budget.

Additional information:

Motion #0322-004 Lapeer County Community Mental Health Services Board at its Board meeting on March 31, 2022 approved these amendments for the fiscal year 2021-2022.

Contact person(s):

Lauren Emmons, Chief Executive Officer or
Inder Abrol, Finance Department



Background Information:

To adjust the CMH budget to reflect the estimated revenue and expenses for the fiscal year 2021-2022.

Supporting Documents:

Budget Amendment Form.

Draft Motion:

Move to approve Lapeer County Community Mental Health Budget Amendments for the fiscal year 2021-2022.

Attachments: Yes No

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

RECEIVED: _____

REVIEWED: _____

FORWARDED: _____

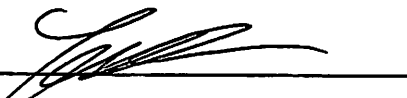
RETURNED: _____

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	100	400	100	Beginning Fund Balance	\$2,371,984.00			\$2,371,984.00	\$0.00
222	649	506	612	Golden Arrow Drop-in Center Grant Revenue-	-		7,500.00		7,500.00
222	649	506	654	Peer Recovery Coach Grant Revenue- R10	27,094.00			27,094.00	-
222	649	506	655	Veteran's Services Grant Revenue- R10	33,076.00		29,316.00		62,392.00
222	649	557	100	Child Waiver Revenue	3,600.00			3,600.00	-
222	649	558	010	MDHHS General Fund	969,588.00		126,760.00		1,096,348.00
222	649	558	100	Meaningful Use Incentive	8,500.00			8,500.00	-
222	649	638	010	Blue Cross & Blue Shield- Outpatient	12,610.00		25,000.00		37,610.00
222	649	638	020	PIHP Contract- Medicaid Revenue	22,561,827.00		2,846,604.00		25,408,431.00
222	649	638	030	Other Insurance	7,000.00		1,500.00		8,500.00
222	649	638	040	Private Pay	2,500.00		1,000.00		3,500.00
222	649	638	080	Other Local Income	231,282.00			120,216.00	111,066.00
222	649	671	010	Inpatient Cash Advance	500.00			500.00	-
222	649	675	010	Donations/Local Match	-		1,500.00		1,500.00
222	649	676	010	PBIP Funds R-10	-		205,116.00		205,116.00
222	649	681	000	Earned Contracts- OBRA	55,000.00		85,000.00		140,000.00

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

Revenue ↑ 797402.00

DEPT. HEAD: _____



MOTION #:0322-004 _____

COMPUTER ENTRY BY: _____

DATE ENTERED: _____

**LAPEER COUNTY
BUDGET AMENDMENT FORM**

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

RECEIVED: _____

REVIEWED: _____

FORWARDED: _____

RETURNED: _____

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	100	700	100	CONTINGENCIES	\$2,779,827.38			\$2,779,827.38	\$0.00
222	257	704	000	SALARY, EMPLOYEES	127,630.60			127,630.60	-
222	257	714	000	MEDICARE	1,851.00			1,851.00	-
222	257	715	000	SOCIAL SECURITY	7,914.00			7,914.00	-
222	257	716	000	MEDICAL, DENTAL & VISION	29,208.00			29,208.00	-
222	257	717	000	LIFE INSURANCE	156.00			156.00	-
222	257	718	000	RETIREMENT	13,673.00			13,673.00	-
222	257	719	000	UNEMPLOYMENT INSURANCE	1,276.00			1,276.00	-
222	257	722	000	WORKERS COMPENSATION INSURA	2,553.00			2,553.00	-
222	257	723	000	PEHB	720.00			720.00	-
222	259	704	000	SALARY, EMPLOYEES	233,399.20			233,399.20	-
222	259	714	000	MEDICARE	3,385.00			3,385.00	-
222	259	715	000	SOCIAL SECURITY	14,471.00			14,471.00	-
222	259	716	000	MEDICAL, DENTAL & VISION	73,020.00			73,020.00	-
222	259	717	000	LIFE INSURANCE	390.00			390.00	-
222	259	718	000	RETIREMENT	23,955.00			23,955.00	-
222	259	719	000	UNEMPLOYMENT INSURANCE	2,334.00			2,334.00	-
222	259	722	000	WORKERS COMPENSATION INSURA	4,669.00			4,669.00	-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

3 320 432.18

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH
ORIGINATOR: Inder Abrol 4/14/2022

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

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	259	723	.000	PEHB	1,800.00			1,800.00	-
222	609	704	.000	SALARY, EMPLOYEES	106,398.65			106,398.65	-
222	609	714	.000	MEDICARE	1,542.00			1,542.00	-
222	609	715	.000	SOCIAL SECURITY	6,597.00			6,597.00	-
222	609	716	.000	MEDICAL, DENTAL & VISION	29,208.00			29,208.00	-
222	609	717	.000	LIFE INSURANCE	156.00			156.00	-
222	609	718	.000	RETIREMENT	10,607.00			10,607.00	-
222	609	719	.000	UNEMPLOYMENT INSURANCE	1,064.00			1,064.00	-
222	609	722	.000	WORKERS COMPENSATION INSURA	2,128.00			2,128.00	-
222	609	723	.000	PEHB	720.00			720.00	-
222	615	704	.000	SALARY, EMPLOYEES	243,061.45			243,061.45	-
222	615	714	.000	MEDICARE	3,524.00			3,524.00	-
222	615	715	.000	SOCIAL SECURITY	15,069.00			15,069.00	-
222	615	716	.000	MEDICAL, DENTAL & VISION	73,020.00			73,020.00	-
222	615	717	.000	LIFE INSURANCE	390.00			390.00	-
222	615	718	.000	RETIREMENT	24,919.00			24,919.00	-
222	615	719	.000	UNEMPLOYMENT INSURANCE	2,430.00			2,430.00	-
222	615	722	.000	WORKERS COMPENSATION INSURA	4,862.00			4,862.00	-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

527496.10

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

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

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	615	723	.000	PEHB	1,800.00			1,800.00	-
222	616	704	.000	SALARY, EMPLOYEES	54,417.20			54,417.20	-
222	616	714	.000	MEDICARE	789.00			789.00	-
222	616	715	.000	SOCIAL SECURITY	3,374.00			3,374.00	-
222	616	716	.000	MEDICAL, DENTAL & VISION	14,604.00			14,604.00	-
222	616	717	.000	LIFE INSURANCE	78.00			78.00	-
222	616	718	.000	RETIREMENT	5,425.00			5,425.00	-
222	616	719	.000	UNEMPLOYMENT INSURANCE	544.00			544.00	-
222	616	722	.000	WORKERS COMPENSATION INSURA	1,088.00			1,088.00	-
222	616	723	.000	PEHB	360.00			360.00	-
222	621	704	.000	SALARY, EMPLOYEES	422,408.60			422,408.60	-
222	621	714	.000	MEDICARE	6,125.00			6,125.00	-
222	621	715	.000	SOCIAL SECURITY	26,191.00			26,191.00	-
222	621	716	.000	MEDICAL, DENTAL & VISION	87,624.00			87,624.00	-
222	621	717	.000	LIFE INSURANCE	858.00			858.00	-
222	621	718	.000	RETIREMENT	44,594.00			44,594.00	-
222	621	719	.000	UNEMPLOYMENT INSURANCE	4,224.00			4,224.00	-
222	621	722	.000	WORKERS COMPENSATION INSURA	8,448.00			8,448.00	-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

682950.80

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

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

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	621	723	. 000	PEHB	3,960.00			3,960.00	-
222	622	704	. 000	SALARY, EMPLOYEES	37,940.40			37,940.40	-
222	622	714	. 000	MEDICARE	550.00			550.00	-
222	622	715	. 000	SOCIAL SECURITY	2,352.00			2,352.00	-
222	622	716	. 000	MEDICAL, DENTAL & VISION	14,604.00			14,604.00	-
222	622	717	. 000	LIFE INSURANCE	78.00			78.00	-
222	622	718	. 000	RETIREMENT	3,782.00			3,782.00	-
222	622	719	. 000	UNEMPLOYMENT INSURANCE	379.00			379.00	-
222	622	722	. 000	WORKERS COMPENSATION INSURA	759.00			759.00	-
222	622	723	. 000	PEHB	360.00			360.00	-
222	623	704	. 000	SALARY, EMPLOYEES	277,724.60			277,724.60	-
222	623	714	. 000	MEDICARE	4,026.00			4,026.00	-
222	623	715	. 000	SOCIAL SECURITY	17,219.00			17,219.00	-
222	623	716	. 000	MEDICAL, DENTAL & VISION	73,020.00			73,020.00	-
222	623	717	. 000	LIFE INSURANCE	390.00			390.00	-
222	623	718	. 000	RETIREMENT	28,485.00			28,485.00	-
222	623	719	. 000	UNEMPLOYMENT INSURANCE	2,777.00			2,777.00	-
222	623	722	. 000	WORKERS COMPENSATION INSURA	5,554.00			5,554.00	-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

473960

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

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

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	623	723	.000	PEHB	1,800.00			1,800.00	-
222	626	704	.000	SALARY, EMPLOYEES	114,548.00			114,548.00	-
222	626	714	.000	MEDICARE	1,661.00			1,661.00	-
222	626	715	.000	SOCIAL SECURITY	7,102.00			7,102.00	-
222	626	716	.000	MEDICAL, DENTAL & VISION	29,208.00			29,208.00	-
222	626	717	.000	LIFE INSURANCE	156.00			156.00	-
222	626	718	.000	RETIREMENT	12,226.00			12,226.00	-
222	626	719	.000	UNEMPLOYMENT INSURANCE	1,145.00			1,145.00	-
222	626	722	.000	WORKERS COMPENSATION INSURA	2,291.00			2,291.00	-
222	626	723	.000	PEHB	720.00			720.00	-
222	644	704	.000	SALARY, EMPLOYEES	448,911.60			448,911.60	-
222	644	714	.000	MEDICARE	6,507.00			6,507.00	-
222	644	715	.000	SOCIAL SECURITY	27,832.00			27,832.00	-
222	644	716	.000	MEDICAL, DENTAL & VISION	160,644.00			160,644.00	-
222	644	717	.000	LIFE INSURANCE	858.00			858.00	-
222	644	718	.000	RETIREMENT	45,547.00			45,547.00	-
222	644	719	.000	UNEMPLOYMENT INSURANCE	4,488.00			4,488.00	-
222	644	722	.000	WORKERS COMPENSATION INSURA	8,980.00			8,980.00	-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

874624.60

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004_____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

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

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	644	723	.000	PEHB	3,960.00			3,960.00	-
222	645	704	.000	SALARY, EMPLOYEES	54,267.20			54,267.20	-
222	645	714	.000	MEDICARE	787.00			787.00	-
222	645	715	.000	SOCIAL SECURITY	3,365.00			3,365.00	-
222	645	716	.000	MEDICAL, DENTAL & VISION	14,604.00			14,604.00	-
222	645	717	.000	LIFE INSURANCE	78.00			78.00	-
222	645	718	.000	RETIREMENT	5,410.00			5,410.00	-
222	645	719	.000	UNEMPLOYMENT INSURANCE	543.00			543.00	-
222	645	722	.000	WORKERS COMPENSATION INSURA	1,085.00			1,085.00	-
222	645	723	.000	PEHB	360.00			360.00	-
222	646	704	.000	SALARY, EMPLOYEES	861,059.32			861,059.32	-
222	646	705	.000	SALARY, PART	54,267.20			54,267.20	-
222	646	714	.000	MEDICARE	13,272.00			13,272.00	-
222	646	715	.000	SOCIAL SECURITY	56,754.00			56,754.00	-
222	646	716	.000	MEDICAL, DENTAL & VISION	248,268.00			248,268.00	-
222	646	717	.000	LIFE INSURANCE	1,326.00			1,326.00	-
222	646	718	.000	RETIREMENT	91,251.00			91,251.00	-
222	646	719	.000	UNEMPLOYMENT INSURANCE	9,155.00			9,155.00	-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

1419811.72

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

**LAPEER COUNTY
BUDGET AMENDMENT FORM**

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

RECEIVED: _____

REVIEWED: _____

FORWARDED: _____

RETURNED: _____

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	646	722	.000	WORKERS COMPENSATION INSURA	18,302.00			18,302.00	-
222	646	723	.000	PEHB	6,120.00			6,120.00	-
222	647	704	.000	SALARY, EMPLOYEES	54,267.20			54,267.20	-
222	647	714	.000	MEDICARE	787.00			787.00	-
222	647	715	.000	SOCIAL SECURITY	3,365.00			3,365.00	-
222	647	716	.000	MEDICAL, DENTAL & VISION	14,604.00			14,604.00	-
222	647	717	.000	LIFE INSURANCE	78.00			78.00	-
222	647	718	.000	RETIREMENT	5,410.00			5,410.00	-
222	647	719	.000	UNEMPLOYMENT INSURANCE	543.00			543.00	-
222	647	722	.000	WORKERS COMPENSATION INSURA	1,085.00			1,085.00	-
222	647	723	.000	PEHB	360.00			360.00	-
222	649	703	.001	Taxable Per Diems- County Employees	-		1,500.00		1,500.00
222	649	704	.000	Salary - Permanent	48,008.80		5,844,506.20		5,892,515.00
222	649	709	.000	Salary - Other Pay	-		978,518.00		978,518.00
222	649	714	.000	Medicare- Employer Share	696.00		100,763.00		101,459.00
222	649	715	.000	Social Security- FICA Employer Share	2,977.00		430,433.00		433,410.00
222	649	716	.000	CMH Hospital / Medical / Optical Insurance	29,208.00		1,458,333.00		1,487,541.00
222	649	717	.000	Life Insurance	156.00		8,190.00		8,346.00

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

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COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

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

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	718	.000	Retirement - Employer Share	5,308.00		645,362.00		650,670.00
222	649	719	.000	Unemployment	481.00		67,924.00		68,405.00
222	649	722	.000	Workerscompensation	960.00		137,010.00		137,970.00
222	649	723	.000	PEHB/VEBA	720.00		37,800.00		38,520.00
222	649	728	.000	Postage	6,500.00		6,500.00		13,000.00
222	649	730	.030	Medical Supplies	18,097.00		2,000.00		20,097.00
222	649	730	.061	Group Home - Bldg Maint/Repair Exp	50,000.00		7,000.00		57,000.00
222	649	730	.070	Drugs/Pharmacy/Prescriptions	10,000.00			2,500.00	7,500.00
222	649	750	.603	Peer Recovery Coach Grant Expense- R10	27,094.00			27,094.00	-
222	649	750	.604	Veteran's Services Grant Expense- R10	33,076.00		29,316.00		62,392.00
222	649	801	.010	Consulting- Financial & Contract Management	227,974.00		35,119.00		263,093.00
222	649	801	.090	Medicaid Draw Down Provision	127,256.00		43,112.00		170,368.00
222	649	813	.000	Other Contracted Services	1,240,238.00			444,218.00	796,020.00
222	649	813	.014	Occupational Therapy	5,500.00			3,000.00	2,500.00
222	649	813	.016	Contracted Services- OBRA	45,000.00		85,000.00		130,000.00
222	649	813	.019	Specialized Residential Services Contracts (A	3,279,493.00		957,332.00		4,236,825.00
222	649	813	.020	Consulting- Computer Software Services	166,560.00			21,072.00	145,488.00
222	649	813	.021	Consulting- Physician Services- CMH & Group	750,671.00			38,431.00	712,240.00

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

2053475.00 536315.00

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

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

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	813	.022	Comfort Care Companion- CLS	5,000.00			5,000.00	-
222	649	813	.102	SPMI Contracted Services	198,630.00		111,370.00		310,000.00
222	649	813	.104	Autism Services- Contractual	401,625.00			366,625.00	35,000.00
222	649	813	.150	Self Determination- SW	74,340.00		332,566.00		406,906.00
222	649	813	.160	Group Home Building Leases	164,789.00		1,630.00		166,419.00
222	649	813	.170	Group Home Providers - Adult Res Service Co	3,875,701.00		597,494.00		4,473,195.00
222	649	813	.171	MCSI Lapeer- CLS	175,000.00		5,000.00		180,000.00
222	649	813	.180	Day Programming	1,964,550.00			582,550.00	1,382,000.00
222	649	813	.205	Respite Services- Fowler Center	10,818.00			5,000.00	5,818.00
222	649	813	.210	Flatrock- Surrey Lane	201,107.00			201,107.00	-
222	649	813	.220	Respite Services- Helping Hand	280,000.00		163,557.00		443,557.00
222	649	813	.230	Respite Services- Advantage Plus	9,041.00			9,041.00	-
222	649	813	.240	Respite Services- MCSI	156,165.00		67,835.00		224,000.00
222	649	813	.280	Crisis Residential- Children's	46,500.00			20,000.00	26,500.00
222	649	813	.290	CLS Services- LTW	206,000.00			137,000.00	69,000.00
222	649	815	.612	Golden Arrow Drop-in Center Grant Expenses	-		7,500.00		7,500.00
222	649	832	.010	State Institutional- County Share	326,755.00			51,755.00	275,000.00
222	649	845	.050	Contracted Transportation	386,400.00			75,000.00	311,400.00

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

1286952.00 1453078.00

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

**LAPEER COUNTY
BUDGET AMENDMENT FORM**

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

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

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	920	.000	Electric/Gas Utilities	54,337.00		18,163.00		72,500.00
222	649	932	.000	CMH Owned Vehicle Repairs & Gas, Oil, Lube	30,000.00			5,000.00	25,000.00
222	649	940	.000	County Cost Allocation	321,909.00		48,350.00		370,259.00
222	649	941	.011	Group Home - Equipment Reimbursement	8,000.00		35,896.00		43,896.00
222	649	941	.020	CMH Building Rent	144,620.00			38,782.00	105,838.00
222	649	956	.000	Professional Education/Training- CMH Staff/G	38,000.00			8,000.00	30,000.00
222	649	957	.000	Dues & Memberships	17,500.00			1,500.00	16,000.00
222	649	975	.110	CMH Building Repairs & Maintance Contract	191,770.00			137,770.00	54,000.00
222	649	977	.000	Equipment	45,000.00		10,000.00		55,000.00
222	649	980	.000	Vehicle Leases	61,931.00			20,237.00	41,694.00
222	649	981	.003	Diane Vaughn SIP	32,333.00		16,373.00		48,706.00
222	650	704	.000	SALARY, EMPLOYEES	299,836.48			299,836.48	-
222	650	714	.000	MEDICARE	4,346.00			4,346.00	-
222	650	715	.000	SOCIAL SECURITY	18,590.00			18,590.00	-
222	650	716	.000	MEDICAL, DENTAL & VISION	73,020.00			73,020.00	-
222	650	717	.000	LIFE INSURANCE	390.00			390.00	-
222	650	718	.000	RETIREMENT	30,690.00			30,690.00	-
222	650	719	.000	UNEMPLOYMENT INSURANCE	2,998.00			2,998.00	-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

128782 641159.40

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

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

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	650	722	.000	WORKERS COMPENSATION INSURA	5,996.00			5,996.00	-
222	650	723	.000	PEHB	1,800.00			1,800.00	-
222	652	704	.000	SALARY, EMPLOYEES	148,849.80			148,849.80	-
222	652	714	.000	MEDICARE	2,158.00			2,158.00	-
222	652	715	.000	SOCIAL SECURITY	9,229.00			9,229.00	-
222	652	716	.000	MEDICAL, DENTAL & VISION	43,812.00			43,812.00	-
222	652	717	.000	LIFE INSURANCE	234.00			234.00	-
222	652	718	.000	RETIREMENT	14,839.00			14,839.00	-
222	652	719	.000	UNEMPLOYMENT INSURANCE	1,488.00			1,488.00	-
222	652	722	.000	WORKERS COMPENSATION INSURA	2,977.00			2,977.00	-
222	652	723	.000	PEHB	1,080.00			1,080.00	-
222	654	704	.000	SALARY, EMPLOYEES	625,929.40			625,929.40	-
222	654	714	.000	MEDICARE	9,073.00			9,073.00	-
222	654	715	.000	SOCIAL SECURITY	38,810.00			38,810.00	-
222	654	716	.000	MEDICAL, DENTAL & VISION	160,644.00			160,644.00	-
222	654	717	.000	LIFE INSURANCE	858.00			858.00	-
222	654	718	.000	RETIREMENT	63,199.00			63,199.00	-
222	654	719	.000	UNEMPLOYMENT INSURANCE	6,262.00			6,262.00	-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

1137238.20

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Inder Abrol 4/14/2022

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

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	654	722	.000	WORKERS COMPENSATION INSURA	12,516.00			12,516.00	-
222	654	723	.000	PEHB	3,960.00			3,960.00	-
222	680	704	.000	SALARY, EMPLOYEES	58,572.80			58,572.80	-
222	680	714	.000	MEDICARE	849.00			849.00	-
222	680	715	.000	SOCIAL SECURITY	3,632.00			3,632.00	-
222	680	716	.000	MEDICAL, DENTAL & VISION	14,604.00			14,604.00	-
222	680	717	.000	LIFE INSURANCE	78.00			78.00	-
222	680	718	.000	RETIREMENT	5,839.00			5,839.00	-
222	680	719	.000	UNEMPLOYMENT INSURANCE	586.00			586.00	-
222	680	722	.000	WORKERS COMPENSATION INSURA	1,171.00			1,171.00	-
222	680	723	.000	PEHB	360.00			360.00	-
222	687	704	.000	SALARY, EMPLOYEES	144,229.12			144,229.12	-
222	687	714	.000	MEDICARE	2,092.00			2,092.00	-
222	687	715	.000	SOCIAL SECURITY	8,942.00			8,942.00	-
222	687	716	.000	MEDICAL, DENTAL & VISION	43,812.00			43,812.00	-
222	687	717	.000	LIFE INSURANCE	234.00			234.00	-
222	687	718	.000	RETIREMENT	15,177.00			15,177.00	-
222	687	719	.000	UNEMPLOYMENT INSURANCE	1,443.00			1,443.00	-

318096.92

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #:0322-004 _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

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

FUND NAME: CMH
ORIGINATOR: Inder Abrol 4/14/2022

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	687	722	.000	WORKERS COMPENSATION INSURA	2,885.00			2,885.00	-
222	687	723	.000	PEHB	1,080.00			1,080.00	-
				TOTALS	\$51,081,724	\$0	\$15,620,748	\$14,025,944	\$52,676,528

3965

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

DEPT. HEAD: _____

MOTION #:0322-004 _____

COMPUTER ENTRY BY: _____

DATE ENTERED: _____

REQUEST FOR ACTION

DATE: April 18, 2022

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: John Miller

SUMMARY OF REQUEST / INFORMATION: Departmental credit card is needed for the Office of the Prosecuting Attorney

ADDITIONAL INFORMATION: The OPA has regular expenditures that require a credit card to facilitate purchase. Trainings, conferences, office purchases and Domestic Relations purchases over the past year have been completed using the Treasurers Office credit card. The Treasurer has suggested the OPA obtain its own credit card due to the frequency of requests to utilize the card.

CONTACT PERSON(S): John Miller

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: DRAFT MOTION:

Motion by _____, supported by _____,

ATTACHMENTS YES___ NO_X___

6A1

2022 GRANT AGREEMENT

This agreement is entered into by:

LAPEER COUNTY
287 WEST NEPESSING STREET
SUITE 1
LAPEER, MICHIGAN 48446

and

R.A. DUTHLER LAND SURVEYOR, LLC
158 E. THIRD STREET
IMLAY CITY, MI 48444

Terms and conditions are as follows:

DEFINITIONS

1. The term Grantor shall mean Lapeer County and the State of Michigan.
2. The term Grantee shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
3. The term Peer Group shall mean a committee of professional surveyors whose duty is to review all data on government corners and determine their correct locations.

TERMS

The Grantor intends to secure the surveying services as outlined in Exhibit A as attached. The standard of care for all surveying services furnished by the surveyor under the agreement will be the care and skill ordinarily used by members of the Grantee's profession under similar conditions at the same time and in the same locality. The Grantee shall provide and maintain public liability, property damage, and workers' compensation insurance while working for the Grantor. The insurance shall cover interests of all parties to this agreement, and all claims which may arise out of the Grantee's operations under this agreement. Certificate of Insurance with "Lapeer County" identified as Certificate Holder is required to be provided prior to commencement of work under this contract.

The Grantee is responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The Grantee is responsible for compliance with all federal and state laws and municipal ordinances and regulations in any manner affecting the work performance of the agreement and shall always carefully observe and comply with all rules,

ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this agreement.

The Grantee agrees to comply with the following indemnification clause:

TO THE EXTENT THAT LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS COSTS, CHARGES AND EXPENSES ARE CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION BY THE MONUMENTATION SURVEYOR OR (ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT) ARISING FROM THE SERVICES RENDERED BY THE MONUMENTATION SURVEYOR, THE MONUMENTATION SURVEYOR AGREES TO HOLD HARMLESS AND INDEMNIFY LAPEER COUNTY AND THE STATE OF MICHIGAN (AND ITS AGENTS AND EMPLOYEES) FROM AND AGAINST SAID LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, COSTS, CHARGES AND EXPENSES IMPOSED UPON THE GRANTEE.

The Grantor, or the Grantee, may terminate this agreement at any time in whole or in part by delivery of a Notice of Termination to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or part is no longer required because of identified efficiencies and/or economies. The Grantee shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the Notice of Termination and for those financial obligations or purchase orders authorized by the grant budget that cannot be cancelled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this agreement.

Nothing in this agreement can be assigned by either party without the written approval and consent of the other party.

No member of the Legislature of the State of Michigan or any individual employed by the state shall be permitted to share in this agreement of any benefit that arises from it.

CONDITIONS FOR PAYMENT OF WORK:

This agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a government corner. It is required that its instructions be followed to the best of the Grantee's ability.

The Grantee will be assigned the government corner or corners to be installed by the County Surveyor.

The Grantee shall install the appropriate corner marker cap and shall file a Land Corner Recordation Certificate as required on the form provided with the 2022 Grant. One recordable copy of said Certificate shall be given to the Remonumentation Grant Administrator together with a statement for payment of work. Said statement shall be in accordance with the schedule of fees and charges approved by the Lapeer County Grant Administrator. Upon approval of the Lapeer County Grant Administrator, payment will be made.

ACCEPTANCE

Lapeer County and the Grantee, by signature below, acknowledge that they have read this agreement, understand it, and agree to all its terms and conditions. Execution of this agreement shall constitute a notice to proceed.

Accepted

Accepted

LAPEER COUNTY

SURVEYOR

By _____

By _____

Jackie Arnold

Richard Duthler, P.S.

Title: Lapeer County Grant Administrator

Title _____

Witness _____

Witness _____

Date _____

Date _____

EXHIBIT "A" OF 2022 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND R.A. DUTHLER LAND SURVEYOR, LLC

Dated _____

ASSIGNMENT

- A. Perform research, field investigation, uncover or locate corner evidence and witnesses (find or establish.)
- B. Assemble all information into a corner dossier file with a cover sheet listing all potential sources with a chronological listing of reference material found.
- C. Submit the dossier (one copy) with four copies of the cover sheet to the County Surveyor not less than two weeks prior to the Peer Group Meeting. Each dossier must be bound in a manila folder that is clearly labeled and bound with a two-hole binder.
- D. Attach a list to the dossier of any and all surveyors that the monumentation surveyor believes have any conflicts with the position the monumentation surveyor is recommending.
- E. All original field notes used in determining and placing said corners shall be included in the dossier prior to payment approval.
- F. Attend Peer Group Meeting and present evidence found. Sufficient evidence must be presented to the Peer Group of the location of the government corners for their approval. Make recommendation for corner position. All evidence must be in the form as attached in exhibit "B" of this contract.
- G. Following ratification of corner position, place approved monument at that location and record a Land Corner Recordation Form with the Register of Deeds office. Said corner recordation shall be identified at the top of the form with the word "Remonumentation" and have the same presentation as the one attached in exhibit "C" of this contract.
- H. Ties to all adjacent remonumented corners or corners under contract shall be shown on the Act 74 Form.
- I. All quarter corners may include a witness tie to adjacent apparent centers of section, evidenced by occupation or monumentation in sections which are being closed.
- J. An approved file folder with all corner data included and bound in said folder shall be submitted to the County Surveyor at the completion of all work.
- K. Six (6) color photographs shall be included in the dossier. One of the found item, one of the new monument, and the four cardinal directions of the site.
- L. A sketch shall be included on the recording document with all adjacent recorded contract corners shown.
- M. Latitude and Longitude shall be recorded on the form to the standards set by the Office of Land Survey and Remonumentation.
- N. All points that fall within a hard surface roadway must be placed in a monument box

(provided) Use a core diameter no greater than 1" larger than the largest diameter of the monument box. Grout the monument box in place using non-shrink grout to the full depth. Do not place grout in the monument box. Install monument boxes so neither the box nor the cover extends above the pavement surface. Cost of placement of the box is the responsibility of the contractor.

O. All land corners that fall off from the roadway must be a concrete monument of not less than 4" in diameter and 36" in length with a 1/2" by 36" iron rod in the center and have an approved Lapeer County Remonumentation Cap and be set to a depth of not less than 2.5 feet. Exceptions will be made where this is not practical.

Closing corners not falling on the township line shall be monumented on the township line and the historical corner shall also be monumented. Both positions shall be reported on the same LCRC form.

THIS CONTRACT IS FOR THE FOLLOWING 12 CORNERS:

Imlay Township T07N.-R.12E.- G07, G08, G09, G10, G11, G12, H07, H08, H09,
H10, H11 & H12

TOTAL COMPENSATION FOR THIS CONTRACT IS \$16,800

RESEARCH	\$5,040.00
MONUMENTATION	\$11,760.00

PEER GROUP ATTENDANCE WHILE PRESENTING YOUR CONTRACT CORNERS IS INCLUDED IN THE PRICE PER CORNER. ADDITIONAL PEER GROUP PARTICIPATION WILL BE COMPENSATED AT \$150 PER MEETING AS LONG AS FUNDS ARE AVAILABLE.

PERIOD OF SERVICE

All work under this contract shall be completed by November 11, 2022.

The Peer Group will meet periodically as sufficient corners are submitted to warrant a review meeting; however, all dossiers shall be submitted no later than October 28, 2022.

BA2

2022 GRANT AGREEMENT

This agreement is entered into by:

LAPEER COUNTY
287 WEST NEPESSING STREET
SUITE 1
LAPEER, MICHIGAN 48446

and

KENNEDY SURVEYING, INC.
105 N. WASHINGTON ST.
OXFORD, MI 48371

Terms and conditions are as follows:

DEFINITIONS

1. The term Grantor shall mean Lapeer County and the State of Michigan.
2. The term Grantee shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
3. The term Peer Group shall mean a committee of professional surveyors whose duty is to review all data on government corners and determine their correct locations.

TERMS

The Grantor intends to secure the surveying services as outlined in Exhibit A as attached. The standard of care for all surveying services furnished by the surveyor under the agreement will be the care and skill ordinarily used by members of the Grantee's profession under similar conditions at the same time and in the same locality. The Grantee shall provide and maintain public liability, property damage, and workers' compensation insurance while working for the Grantor. The insurance shall cover interests of all parties to this agreement, and all claims which may arise out of the Grantee's operations under this agreement. Certificate of Insurance with "Lapeer County" identified as Certificate Holder is required to be provided prior to commencement of work under this contract.

The Grantee is responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The Grantee is responsible for compliance with all federal and state laws and municipal ordinances and regulations in any manner affecting the work performance of the agreement and shall always carefully observe and comply with all rules,

ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this agreement.

The Grantee agrees to comply with the following indemnification clause:

TO THE EXTENT THAT LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS COSTS, CHARGES AND EXPENSES ARE CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION BY THE MONUMENTATION SURVEYOR OR (ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT) ARISING FROM THE SERVICES RENDERED BY THE MONUMENTATION SURVEYOR, THE MONUMENTATION SURVEYOR AGREES TO HOLD HARMLESS AND INDEMNIFY LAPEER COUNTY AND THE STATE OF MICHIGAN (AND ITS AGENTS AND EMPLOYEES) FROM AND AGAINST SAID LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, COSTS, CHARGES AND EXPENSES IMPOSED UPON THE GRANTEE.

The Grantor, or the Grantee, may terminate this agreement at any time in whole or in part by delivery of a Notice of Termination to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or part is no longer required because of identified efficiencies and/or economies. The Grantee shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the Notice of Termination and for those financial obligations or purchase orders authorized by the grant budget that cannot be cancelled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this agreement.

Nothing in this agreement can be assigned by either party without the written approval and consent of the other party.

No member of the Legislature of the State of Michigan or any individual employed by the state shall be permitted to share in this agreement of any benefit that arises from it.

CONDITIONS FOR PAYMENT OF WORK:

This agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a government corner. It is required that its instructions be followed to the best of the Grantee's ability.

The Grantee will be assigned the government corner or corners to be installed by the County Surveyor.

The Grantee shall install the appropriate corner marker cap and shall file a Land Corner Recordation Certificate as required on the form provided with the 2022 Grant. One recordable copy of said Certificate shall be given to the Remonumentation Grant Administrator together with a statement for payment of work. Said statement shall be in accordance with the schedule of fees and charges approved by the Lapeer County Grant Administrator. Upon approval of the Lapeer County Grant Administrator, payment will be made.

ACCEPTANCE

Lapeer County and the Grantee, by signature below, acknowledge that they have read this agreement, understand it, and agree to all its terms and conditions. Execution of this agreement shall constitute a notice to proceed.

Accepted

Accepted

LAPEER COUNTY

SURVEYOR

By _____

By _____

Jackie Arnold

Huston Kennedy, P.S.

Title: Lapeer County Grant Administrator

Title _____

Witness _____

Witness _____

Date _____

Date _____

EXHIBIT "A" OF 2022 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND KENNEDY SURVEYING, INC.

Dated _____

ASSIGNMENT

- A. Perform research, field investigation, uncover or locate corner evidence and witnesses (find or establish.)
- B. Assemble all information into a corner dossier file with a cover sheet listing all potential sources with a chronological listing of reference material found.
- C. Submit the dossier (one copy) with four copies of the cover sheet to the County Surveyor not less than two weeks prior to the Peer Group Meeting. Each dossier must be bound in a manila folder that is clearly labeled and bound with a two-hole binder.
- D. Attach a list to the dossier of any and all surveyors that the monumentation surveyor believes have any conflicts with the position the monumentation surveyor is recommending.
- E. All original field notes used in determining and placing said corners shall be included in the dossier prior to payment approval.
- F. Attend Peer Group Meeting and present evidence found. Sufficient evidence must be presented to the Peer Group of the location of the government corners for their approval. Make recommendation for corner position. All evidence must be in the form as attached in exhibit "B" of this contract.
- G. Following ratification of corner position, place approved monument at that location and record a Land Corner Recordation Form with the Register of Deeds office. Said corner recordation shall be identified at the top of the form with the word "Remonumentation" and have the same presentation as the one attached in exhibit "C" of this contract.
- H. Ties to all adjacent remonumented corners or corners under contract shall be shown on the Act 74 Form.
- I. All quarter corners may include a witness tie to adjacent apparent centers of section, evidenced by occupation or monumentation in sections which are being closed.
- J. An approved file folder with all corner data included and bound in said folder shall be submitted to the County Surveyor at the completion of all work.
- K. Six (6) color photographs shall be included in the dossier. One of what was in place, one of the new monument, and the four cardinal directions of the site.
- L. A sketch shall be included on the recording document with all adjacent recorded contract corners shown.
- M. Latitude and Longitude shall be recorded on the form to the standards set by the Office of Land Survey and Remonumentation.
- N. All points that fall within a hard surface roadway must be placed in a monument box

(provided) Use a core diameter no greater than 1" larger than the largest diameter of the monument box. Grout the monument box in place using non-shrink grout to the full depth. Do not place grout in the monument box. Install monument boxes so neither the box nor the cover extends above the pavement surface. Cost of placement of the box is the responsibility of the contractor.

O. All land corners that fall off from the roadway must be a concrete monument of not less than 4" in diameter and 36" in length with a 1/2" by 36" iron rod in the center and have an approved Lapeer County Remonumentation Cap and be set to a depth of not less than 2.5 feet. Exceptions will be made where this is not practical.

Closing corners not falling on the township line shall be monumented on the township line and the historical corner shall also be monumented. Both positions shall be reported on the same LCRC form.

THIS CONTRACT IS FOR THE FOLLOWING 13 CORNERS:

Elba Township T.7N., R.9E. G05, G06, G08, G09, G10, G11, G12, H05, H08, H09, H10,
H11 & H12

TOTAL COMPENSATION FOR THIS CONTRACT IS \$18,200.00

RESEARCH	\$5,640.00
MONUMENTATION	\$12,740.00

PEER GROUP ATTENDANCE WHILE PRESENTING YOUR CONTRACT CORNERS IS INCLUDED IN THE PRICE PER CORNER. ADDITIONAL PEER GROUP PARTICIPATION WILL BE COMPENSATED AT \$150 PER MEETING AS LONG AS FUNDS ARE AVAILABLE.

PERIOD OF SERVICE

All work under this contract shall be completed by November 11, 2022.

The Peer Group will meet periodically as sufficient corners are submitted to warrant a review meeting; however, all dossiers shall be submitted no later than October 28, 2022.

6A3

2022 GRANT AGREEMENT

This agreement is entered into by:

LAPEER COUNTY
287 WEST NEPESSING STREET
SUITE 1
LAPEER, MICHIGAN 48446
and
DAVIS LAND SURVEYING AND ENGINEERING
415 W. NEPESSING ST.
LAPEER, MI 48446

Terms and conditions are as follows:

DEFINITIONS

1. The term Grantor shall mean Lapeer County and the State of Michigan.
2. The term Grantee shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
3. The term Peer Group shall mean a committee of professional surveyors whose duty is to review all data on government corners and determine their correct locations.

TERMS

The Grantor intends to secure the surveying services as outlined in Exhibit A as attached. The standard of care for all surveying services furnished by the surveyor under the agreement will be the care and skill ordinarily used by members of the Grantee's profession under similar conditions at the same time and in the same locality. The Grantee shall provide and maintain public liability, property damage, and workers' compensation insurance while working for the Grantor. The insurance shall cover interests of all parties to this agreement, and all claims which may arise out of the Grantee's operations under this agreement. Certificate of Insurance with "Lapeer County" identified as Certificate Holder is required to be provided prior to commencement of work under this contract.

The Grantee is responsible for ensuring that precautions are always exercised for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The Grantee is responsible for compliance with all federal and state laws and municipal ordinances and regulations in any manner affecting the work performance of the agreement and shall always carefully observe and comply with all rules, ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of

work covered by this agreement.

The Grantee agrees to comply with the following indemnification clause:

TO THE EXTENT THAT LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS COSTS, CHARGES AND EXPENSES ARE CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION BY THE MONUMENTATION SURVEYOR OR (ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT) ARISING FROM THE SERVICES RENDERED BY THE MONUMENTATION SURVEYOR, THE MONUMENTATION SURVEYOR AGREES TO HOLD HARMLESS AND INDEMNIFY LAPEER COUNTY AND THE STATE OF MICHIGAN (AND ITS AGENTS AND EMPLOYEES) FROM AND AGAINST SAID LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, COSTS, CHARGES AND EXPENSES IMPOSED UPON THE GRANTEE.

The Grantor, or the Grantee, may terminate this agreement at any time in whole or in part by delivery of a Notice of Termination to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or part is no longer required because of identified efficiencies and/or economies. The Grantee shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the Notice of Termination and for those financial obligations or purchase orders authorized by the grant budget that cannot be cancelled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this agreement.

Nothing in this agreement can be assigned by either party without the written approval and consent of the other party.

No member of the Legislature of the State of Michigan or any individual employed by the state shall be permitted to share in this agreement of any benefit that arises from it.

CONDITIONS FOR PAYMENT OF WORK:

This agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a government corner. It is required that its instructions be followed to the best of the Grantee's ability.

The Grantee will be assigned the government corner or corners to be installed by the County Surveyor.

The Grantee shall install the appropriate corner marker cap and shall file a Land Corner Recordation Certificate as required on the form provided with the 2022 Grant. One recordable copy of said Certificate shall be given to the Remonumentation Grant Administrator together with a statement for payment of work. Said statement shall be in accordance with the schedule

of fees and charges approved by the Lapeer County Grant Administrator. Upon approval of the Lapeer County Grant Administrator, payment will be made.

ACCEPTANCE

Lapeer County and the Grantee, by signature below, acknowledge that they have read this agreement, understand it, and agree to all its terms and conditions. Execution of this agreement shall constitute a notice to proceed.

Accepted

Accepted

LAPEER COUNTY

SURVEYOR

By _____

By _____

Jackie Arnold

Gil Bonno, P.S.

Title: Lapeer County Grant Administrator

Title _____

Witness _____

Witness _____

Date _____

Date _____

EXHIBIT "A" OF 2022 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND DAVIS LAND SURVEYING & ENGINEERING

Dated _____

ASSIGNMENT

- A. Perform research, field investigation, uncover or locate corner evidence and witnesses (find or establish.)
- B. Assemble all information into a corner dossier file with a cover sheet listing all potential sources with a chronological listing of reference material found.
- C. Submit the dossier (one copy) with four copies of the cover sheet to the County Surveyor not less than two weeks prior to the Peer Group Meeting. Each dossier must be bound in a manila folder that is clearly labeled and bound with a two-hole binder.
- D. Attach a list to the dossier of any and all surveyors that the monumentation surveyor believes have any conflicts with the position the monumentation surveyor is recommending.
- E. All original field notes used in determining and placing said corners shall be included in the dossier prior to payment approval.
- F. Attend Peer Group Meeting and present evidence found. Sufficient evidence must be presented to the Peer Group of the location of the government corners for their approval. Make recommendation for corner position. All evidence must be in the form as attached in exhibit "B" of this contract.
- G. Following ratification of corner position, place approved monument at that location and record a Land Corner Recordation Form with the Register of Deeds office. Said corner recordation shall be identified at the top of the form with the word "Remonumentation" and have the same presentation as the one attached in exhibit "C" of this contract.
- H. Ties to all adjacent remonumented corners or corners under contract shall be shown on the Act 74 Form.
- I. All quarter corners may include a witness tie to adjacent apparent centers of section, evidenced by occupation or monumentation in sections which are being closed.
- J. An approved file folder with all corner data included and bound in said folder shall be submitted to the County Surveyor at the completion of all work.
- K. Six (6) color photographs shall be included in the dossier. One of what was in place, one of the new monument, and the four cardinal directions of the site.
- L. A sketch shall be included on the recording document with all adjacent recorded contract corners shown.
- M. Latitude and Longitude shall be recorded on the form to the standards set by the Office of Land Survey and Remonumentation.
- N. All points that fall within a hard surface roadway must be placed in a monument box (provided) Use a core diameter no greater than 1" larger than the largest diameter of the

monument box. Grout the monument box in place using non-shrink grout to the full depth. Do not place grout in the monument box. Install monument boxes so neither the box nor the cover extends above the pavement surface. Cost of placement of the box is the responsibility of the contractor.

O. All land corners that fall off from the roadway must be a concrete monument of not less than 4" in diameter and 36" in length with a 1/2" by 36" iron rod in the center and have an approved Lapeer County Remonumentation Cap and be set to a depth of not less than 2.5 feet. Exceptions will be made where this is not practical.

Closing corners not falling on the township line shall be monumented on the township line and the historical corner shall also be monumented. Both positions shall be reported on the same LCRC form.

This contract is for the following 12 corners:

Lapeer Township T.07N. R.10E. - G07, G08, G09, G10, G11, G12, H07, H08, H09, H10, H11 & H12

TOTAL COMPENSATION FOR THIS CONTRACT IS \$16,800.00

RESEARCH	\$5,040.00
MONUMENTATION	\$11,760.00

PEER GROUP ATTENDANCE WHILE PRESENTING YOUR CONTRACT CORNERS IS INCLUDED IN THE PRICE PER CORNER. ADDITIONAL PEER GROUP PARTICIPATION WILL BE COMPENSATED AT \$150 PER MEETING AS LONG AS FUNDS ARE AVAILABLE.

PERIOD OF SERVICE

All work under this contract shall be completed by November 11, 2022. The Peer Group will meet periodically as sufficient corners are submitted to warrant a review meeting; however, all dossiers shall be submitted no later than October 28, 2022.

LB

AGREEMENT BETWEEN

LAPEER COUNTY

AND

MR. RAY DAVIS, P.S.

This agreement is made and entered into this _____ day of _____, 2022 by and between Ray Davis hereinafter referred to as "Davis" and Lapeer County, hereinafter referred as the "County".

IT IS AGREED BETWEEN THE COUNTY AND DAVIS AS FOLLOWS:

- 1.) Davis will provide service to the Lapeer County Peer Review Group and the Lapeer County Surveyor as a consultant to review and advise on corners brought before the Peer Review Group.
- 2.) Davis will function under the direction of the County Surveyor.
- 3.) Davis' work services provided to the Peer Group will be in response to a request from the County Surveyor.
- 4.) Davis understands that this contract does not constitute a guarantee of hours or of work assignment. Frequency of assignments and actual number of Peer Group meetings will vary. Once assignments are established, Davis is expected to work on the days assigned.
- 5.) Davis understands that Fees for meeting are limited to \$150 per meeting irrespective of length.
- 6.) Davis understands that total funds available are limited by Grant amounts.

Date: _____

Lapeer County Finance Department

By: Jackie Arnold

Its: Director

Date: _____

Ray Davis P.S.

AGREEMENT BETWEEN
LAPEER COUNTY
AND
MR. STEVE THOMPSON, P.S.

This agreement is made and entered into this _____ day of _____, 2022 by and between Steve Thompson hereinafter referred to as "Thompson" and Lapeer County, hereinafter referred as the "County".

IT IS AGREED BETWEEN THE COUNTY AND THOMPSON AS FOLLOWS:

- 1.) Thompson will provide service to the Lapeer County Peer Review Group and the Lapeer County Surveyor as a consultant to review and advise on corners brought before the Peer Review Group.
- 2.) Thompson will function under the direction of the County Surveyor.
- 3.) Thompson's work services provided to the Peer Group will be in response to a request from the County Surveyor.
- 4.) Thompson understands that this contract does not constitute a guarantee of hours or of work assignment. Frequency of assignments and actual number of Peer Group meetings will vary.
Once assignments are established, Thompson is expected to work on the days assigned.
- 5.) Thompson understands that fees for meeting are limited to \$150 per meeting irrespective of length.
- 6.) Thompson understands that total funds available are limited by Grant amounts.

Date: _____

Lapeer County Finance Department

By: Jackie Arnold

Its: Director

Date: _____

Steve Thompson, P.S.

6B

AGREEMENT BETWEEN
LAPEER COUNTY
AND
MR. EARL GRAVLIN

This agreement is made and entered into this _____ day of _____, 2022 by and between Earl Gravlin hereinafter referred to as "Gravlin" and Lapeer County, hereinafter referred as the "County".

IT IS AGREED BETWEEN THE COUNTY AND GRAVLIN AS FOLLOWS:

- 1.) Gravlin will provide service to the Lapeer County Peer Review Group and the Lapeer County Surveyor as a consultant to review and advise on corners brought before the Peer Review Group.
- 2.) Gravlin will function under the direction of the County Surveyor.
- 3.) Gravlin's work services provided to the Peer Group will be in response to a request from the County Surveyor.
- 4.) Gravlin understands that this contract does not constitute a guarantee of hours or of work assignment. Frequency of assignments and actual number of Peer Group meetings will vary. Once assignments are established, Gravlin is expected to work on the days assigned.
- 5.) Gravlin understands that Fees for meeting are limited to \$150 per meeting irrespective of length.
- 6.) Gravlin understands that total funds available are limited by Grant amounts.

Date: _____

Lapeer County Finance Department

By: Jackie Arnold

Its: Director

Date: _____

Earl Gravlin

7A

DATE: April 21, 2022

REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To approve a contract between the Lapeer County Sheriff's Office and Combined Public Communications (CPC) for a new communication for inmates. "Chirping " (ie: text messaging).

BACKGROUND INFORMATION: CPC will provide all necessary equipment in the form of a messaging device. The LCSO will be paid \$0.02 per "chirp" either made or received. The contract language has been approved by Corporate Counsel.

CONTACT PERSON(S): Sheriff Scott McKenna / LT. Steve Beebe

SUPPORTING DOCUMENTS: Copy of the contract

DRAFT MOTION:

Motion by _____, supported by _____, to approve the contract agreement between the Lapeer County Sheriff's Office and CPC for chirping, at no cost to the county.

ATTACHMENTS YES 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.

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

7B

DATE: April 21, 2022

REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To approve a contract between the Lapeer County Sheriff's Office (LCSO) and Combined Public Communications (CPC) for a new communication for inmates.

BACKGROUND INFORMATION: CPC will provide all necessary equipment in the form of a tablet for the inmate to have video visits, and also allow inmates to have limit content including a law library. The LCSO will be paid \$0.10 for each email sent and received. LCSO will also receive \$.05 per minute on content from the tablets. New phones will be installed into the pods. On each call the LCSO will be paid \$0.18 per minute. Contract language has been approved by Corporate Counsel.

CONTACT PERSON(S): Sheriff Scott McKenna / LT. Steve Beebe

SUPPORTING DOCUMENTS: Copy of the contract

DRAFT MOTION:

Motion by _____, supported by _____, to approve the contract agreement between the Lapeer County Sheriff's Office and CPC for tablets and new phones, at no cost to the county.

ATTACHMENTS YES 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.

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

7c

DATE: April 21, 2022

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To approve a contract between the Lapeer County Sheriff's Office (LCSO) and Combined Public Communications (CPC) for new Jail Management Software, E-Jail. CPC is the subcontractor for E-Jail

BACKGROUND INFORMATION: CPC will provide all necessary equipment and training in the conversion of current software. The current X-Jail program is not being serviced any longer. The cost for the new program in the first year to complete the transfer is \$18,480.00 to be paid from line 101-351-944.000. Annual fee beginning in year 2 is \$10,980.00. This is a savings of \$5.500 from the curent program. Contract language has been approved by Corporate Counsel.

CONTACT PERSON(S): Sheriff Scott McKenna / LT. Steve Beebe

SUPPORTING DOCUMENTS: Copy of the contract

DRAFT MOTION:

Motion by _____, supported by _____, to approve the contract agreement between the Lapeer County Sheriff's Office and CPC for E-Jail purchase and conversion at a cost of \$18,480. To be paid from line 101-351-944.000, at no cost to the county.

ATTACHMENTS YES x 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"). 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.

(j) The agreed to Restrictions on Use shall in no way be interpreted to limit any investigation surrounding an inmate's use of the hardware or software contemplated under this agreement.

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 understands and agrees to hold CPC harmless from liability associated with confidential passwords and/or user IDs assigned to its Users. 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 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 ninety (90) 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 state of Michigan 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 state of Michigan. 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



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 _____

70

REQUEST FOR ACTION

DATE: April 18, 2022

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: John Miller

SUMMARY OF REQUEST / INFORMATION: Approval of law enforcement millage ballot language for August 2, 2022 primary election.

ADDITIONAL INFORMATION: Deadline for B.O.C. approval is May 10, 2022 for the August 2, 2022 primary.

CONTACT PERSON(S):

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Resolution and draft proposal language attached.

DRAFT MOTION:
Motion by _____, supported by _____,

ATTACHMENTS YES x NO _____

LAPEER COUNTY BOARD OF COMMISSIONERS

**RESOLUTION FOR MILLAGE PROPOSITION
FOR COUNTY-WIDE LAW ENFORCEMENT**

RESOLUTION #

WHEREAS, law enforcement services for the citizens of Lapeer County is an essential and necessary function of government under the Michigan Constitution; and

WHEREAS, law enforcement services need to be maintained at a consistent service level throughout Lapeer County in all functions of law enforcement services including those services that township and municipal police departments are dependent on such as, death investigations, traffic crash scene reconstruction, marine patrol, undercover narcotics investigations, search and rescue operations, investigation of major crimes, and road patrols in rural areas; and

WHEREAS, the Lapeer County Board of Commissioners has determined that maintaining current levels of law enforcement services has become more challenging in the present economic environment and those services are essential to the quality of life and economic future of Lapeer County; and

WHEREAS, the Lapeer County Board of Commissioners has determined that it is appropriate and necessary to seek a supplemental millage for the purpose of averting reductions in law enforcement services in Lapeer County; and address public safety issues in schools with school resource officers; recruitment, training and retention of law enforcement personnel; and remediate illegal drug trafficking within Lapeer County; and

WHEREAS, due to the systemic nature of the criminal justice system, appropriate staffing levels at the Office of the Prosecuting Attorney are necessary in supporting the investigative work performed by law enforcement in the successful prosecution of major crimes throughout Lapeer County; and

WHEREAS, without a supplemental millage, major service reductions will occur that will deteriorate the quality of life in Lapeer County; and

WHEREAS, the Board of Commissioners of the County of Lapeer seeks to have the voters of Lapeer County determine whether or not they desire to raise funds for the purpose of supporting the provision and improvement of public safety law enforcement services by approving a millage rate of 1.45 mills for a period of six (6) years, 2023 through 2029, inclusive; and

WHEREAS, Article IX, Section 6 of the 1963 Michigan Constitution authorizes the Lapeer County Board of Commissioners to place upon the ballot a request for supplemental millage on the taxable valuation of all property in the County of Lapeer.

NOW, THEREFORE BE IT RESOLVED, that the following proposal be submitted to the qualified voters of the County of Lapeer at the next State Primary Election to be held in said County on Tuesday, August 2, 2022:

**COUNTY-WIDE LAW ENFORCEMENT
MILLAGE PROPOSITION**

This proposal will permit Lapeer County to levy up to 1.45 mills for Law Enforcement for six (6) years (2023-2029).

“For the purposes of maintaining and promoting portions of the Law Enforcement and Safety functions for the citizens of Lapeer County in the areas of the Lapeer County Sheriff Department and the Office of the Prosecuting Attorney, shall the limitation on the amount of taxes that may be imposed on taxable property in Lapeer County, be increased up to 1.45 mills (\$1.450 per \$1,000.00 of taxable value) for a period of six (6) years, being 2023 through 2029, inclusive for the purpose of supplementing existing law enforcement services funding levels?

[] YES

[] NO

If approved and levied in full, this millage would raise approximately \$4,788,154.38 in the first year of levy in 2023. 87% of the funding will directly supplement the budget of the Lapeer County Sheriff Department and 13% of the funding will directly supplement the budget of the Office of the Prosecuting Attorney with no reductions in general fund budgets of either department as a result of the passing of this millage.”

BE IT FURTHER RESOLVED, this proposition shall be stated on the ballots to be prepared and distributed in the manner provided by the laws of the State of Michigan

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to cause the proposal to be submitted to the duly qualified voters of Lapeer County at the State Primary Election to be held in Lapeer County on Tuesday, August 2, 2022.

BE IT FURTHER RESOLVED, that a certified copy of said proposition be filed with the County Clerk as required by the laws of the State of Michigan.

STATE OF MICHIGAN)
COUNTY OF LAPEER)

I, Theresa Spencer, County Clerk, do hereby certify that the foregoing is a true copy of a
Resolution adopted by the Lapeer County Board of Commissioners at a regular session held on

_____.

Date: _____

Theresa Spencer
County Clerk

7E

LAPEER COUNTY
"GRANT" REQUEST FOR ACTION

DATE: 4/21/2022

XX REQUEST FOR ACTION -Grant Application

XX REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County Board of Commissioners

FROM: Undersheriff Jeremy Howe

SUMMARY OF REQUEST/INFORMATION:

REQUEST APPROVAL FOR BULLET PROOF AND STAB VESTS APPLICATION AND PURCHASE

ADDITIONAL INFORMATION:

			YES	NO
CFDA #	<u>16.607</u>	Is there a Continuation Requirement?	_____	x
% FEDERAL	<u>50%</u>	Is there an Interest Earned Requirement?	_____	_____
% STATE	_____	Can Interest be charged to the Grant?	_____	_____
LOCAL MATCH	Cash: <u>50%</u> In-Kind: _____	Is Cost Allocation Allowable? (If not Explain Why)	_____	_____
IS THIS GRANT A RENEWAL	<u>yes</u>	IF A RENEWAL, HOW MANY YEARS	<u>17</u>	_____
Revenue Account Lit	101 301 506-000	At the end of the Grant do you propose to continue this function? (If so, explain how it will be financed)	_____	_____

EXPLANATIONS: This grant provides funds to allow our department to purchase bullet proof vests with a 50/50 match.

CONTACT PERSON Under Sheriff J. Howe/L. Schell

BACKGROUND INFORMATION: We currently utilize a 5 year replacement cycle to ensure our officers safety. We need to replace/ purchase 9 Bullett Proof Vests @ \$1000.00ea and 5 Stab Vests @ \$650.00ea. Total \$9,650.00

SUPPORTING DOCUMENTATION: _____

- 3 Bids are attached 1: Point Blank
- 2: Armor Express
- 3: Galls

DRAFT MOTION: _____

ATTACHMENTS

Yes X

No _____

0

Search

GO

Galls / Item# BP166 / Mfg# BP166

Galls Tactical Body Armor Carrier

52 Reviews | 64 Questions, 92 Answers

\$165.75

~~MSRP: \$214.19 TO \$217.99 Was \$195.00~~



SIZE SELECT A SIZE

SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X

LENGTH SELECT A LENGTH [SIZE CHART](#) [HELPFUL INFO](#)

REGULAR LONG

TITLE SELECT A TITLE

DEPUTY SHERIFF PLAIN EMS FIRE DEPARTMENT POLICE SHERIFF

Please note: Ship to law enforcement agency address or proof of occupation may be required for purchase. Click [Law ID](#) for details.

1 \$165.75

ADD TO CART

ADD TO WISHLIST

RELATED ITEMS...



Safariland Second
Chance Tactical Assault
Carrier



Point Blank Guardian
Ballistic Vest Carrier



Point Blank R20-D
Tactical Carrier with
MOLLE



GH Armor Tactical
Response Carrier



DETAILS

GALLS TACTICAL BODY ARMOR CARRIER

Quickly turn your Galls concealable vest into a tactical model. The Galls Tactical Body Armor Carrier is perfect for detectives, undercover agents and any officers who do not need to constantly wear a body armor vest. This exterior carrier allows the wearer to quickly don and doff their police vest. This tactical vest carrier also has pockets with a large utility pouch, small utility/pepper spray pouch, radio pouch and magazine pouch.

SPECS

- Water-resistant, Cordura® nylon construction

0

Search

GO

Point Blank / Item# BL285 /

Point Blank GNX IIIA

Write a Review | 2 Questions, 2 Answers

\$1,073.55

~~\$1,263.00~~

Save \$189.45 (15% Off)



COLOR **SELECT A COLOR**



SIZE **SELECT A SIZE** [SIZE CHART](#)

SMALL MEDIUM LARGE EXTRA LARGE 2X 3X 4X

LENGTH **SELECT A LENGTH**

0 REGULAR LONG

Galls restricts the sale of body armor and related products to public safety professionals, members of the United States military, corporate and/or, private security officers, and teaching professionals. Appropriate documentation will be required. If shipping to Connecticut, you must ship to law enforcement agency address. Click [HERE](#) for more information.

1 \$1073.55

ADD TO CART**ADD TO WISHLIST****RELATED ITEMS...**

Point Blank Alpha Black
IIIA with Hi Lite Carrier



Point Blank Alpha Elite
AXIIIA vest with Elite
Carrier



Point Blank Alpha Elite
AXIIIA Ballistic Vest with
Hi Lite Carrier



Point Blank Alpha Elite
AXII vest with Elite
Carrier

**DETAILS****POINT BLANK GNX IIIA**

GNX3A satisfies the stringent stipulations of NIJ-Standard-0101.06 Level IIIA and the Compliance Testing Program. GNX3A weight is 1.18 (+/- 5%) pounds per square foot, with a thickness of 0.28 inches. The Hi Lite Carriers from Point Blank are engineered to flex with you, giving you unprecedented maneuverability and comfort. Dri-Lex® moisture management system moves moisture away from your body, keeping you drier and fresher for even more comfort. Remarkably lightweight, this concealable vest provides bulletproof protection.

0

Search

GO

Armor Express / Item# BP588 NAV MD LNG / Mfg# PKGTAUM02*R NAV MD LNG

Armor Express Taurus Spike II Armor with Revolution Carrier Package

Write a Review | 1 Question, 1 Answer

\$650.24

~~\$764.98~~

Save \$114.74 (15% Off)



COLOR NAVY



SIZE MEDIUM



LENGTH LONG



In Stock! Usually Ships Within 24 Hours

1 \$650.24

ADD TO CART

0

Search

GO

Point Blank / Item# BP716 / Mfg# CS2SL1CS0P

Point Blank Spike 1 Vest

2 Reviews | 8 Questions, 7 Answers

\$734.40

~~\$864.00~~

Save \$129.60 (15% Off)



COLOR SELECT A COLOR

SIZE SELECT A SIZE

SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X

LENGTH SELECT A LENGTH

REGULAR LONG

1 \$734.40

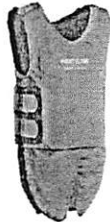
ADD TO CART

ADD TO WISHLIST

RELATED ITEMS...



Point Blank Spike 2 Vest



Point Blank Spike 3 Vest



Armor Express Taurus Spike II Armor with Revolution Carrier Package



PACA Thrustguard Maximum Coverage Tactical Stab Vest



DETAILS

POINT BLANK SPIKE 1 VEST

The Point Blank Spike 1 Vest is designed to protect corrections officers against spikes, shanks and other potentially lethal hand made weapons.

SPECS

- Lightweight design means added comfort
- Flexible design contours to the body and allowing increased freedom of movement and mobility
- Self suspending ballistic system prevents rolling and sagging of protective stab panels



[Home](#) > Ruggedized ArmorSkin XP



NEW



RUGGEDIZED ARMORSKIN XP

STYLE #: 8350XP

★★★★☆ (20 Reviews)

SELECT COLOR:

Size

SELECT SIZE

[Size Chart](#)

SELECT LENGTH:

MSRP: \$144.99

QTY: 1

PLEASE SELECT

[Add To Locker](#) [Add To Compare](#) [Share](#)

1-702-829-4029

WE CAN SAVE YOUR LIFE



LIFE DEFENSE

Search...



LOG IN

HOME

ABOUT

VESTS

CARRIERS

PLATES & PANELS

BUNDLES

ACCESSORIES

CART / \$0.00

FREE CARRIER OFFER ENDING SHOP HYPERLINK



UNISEX BODY ARMOR SIZING

	5'2"	5'4"	5'6"	5'8"
100	41S	41S	41S	41S
120	21S-S	21S-S	21S-S	21S
130	1S-S	21S-S	21S-S	21S
140	S-S	1S-S	1S-S	1S
160	M-S	S-S	S-S	S
180	L-S	L-S	L-S	M
200	M-S	XL-S	L	
220		2XL-S	2XL	
240		3XL-S	3XL-S	
260		4XL-S	4XL-S	
280		5XL-S	5XL-S	
300		6XL-S	6XL-S	

Enjoy Free Size Ex



SHOP > BODY ARMOR > LEVEL IIIA+ BODY ARMOR

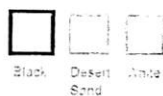
Concealable Enhanced Multi-Threat™ Vest Level IIIA+

\$599.00

Ships in 48-72 Hours

Introducing The *Enhanced* Level IIIA+ Multi-Threat Vest! NEW soft body armor made EXCLUSIVELY by Safe Life Defense! This Enhanced Multi-Threat™ vest comes with every feature of our original Level IIIA Multi-Threat vest (bullet, strike and slash protection), but is ENHANCED to provide NIJ level 1 spike protection (up to 36 joules of force) AND by defending against Liberty Civil Defense 9mm & FN 5.7x28 40gr! The Safe Life Defense *Level IIIA+ Enhanced* Multi-Threat™ Vest is the ONLY soft body armor to achieve this level of advanced protection!

Color:



Size IIIA+:

Large

FIND MY SIZE

Free Size Exchanges For 30 Days.

\$599.00

8A

DATE: April 21, 2022

XX **REQUEST FOR ACTION**

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Finance Department

SUMMARY OF REQUEST / INFORMATION: Renew consulting services between Lapeer County and MGT of America Consulting, LLC for 2022 Lapeer County Cost Allocation Plan at no additional cost to General Fund.

ADDITIONAL INFORMATION: Third party CAP required by Federal OMB

CONTACT PERSON(S): Jackie Arnold

BACKGROUND INFORMATION: Federal Grant Agreement states that there must be a documented, well defined rationale and audit trail for any indirect cost distribution or allocation based on Title 2 CFR, Part 200.

SUPPORTING DOCUMENTS:

DRAFT MOTION: Motion by _____, supported by _____, to approve consulting services contract extension with MGT of America Consulting, LLC to prepare a Lapeer County Cost Allocation Plan based on actual costs for fiscal year 2021, and further, to authorize the Controller Administrator to sign said agreement at no additional cost to the General Fund.

ATTACHMENTS: YES X or NO _____

**MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
MGT OF AMERICA CONSULTING, LLC
AND
LAPEER COUNTY, MICHIGAN**

THIS MASTER ENGAGEMENT AGREEMENT hereinafter referred to as the (“Agreement”), made and entered into as of 15 of April, 2022, by and between **MGT of America Consulting, LLC.**, hereinafter referred to as (“MGT”), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and **Lapeer County, Michigan** hereinafter referred to as (“County” and/or “Client”), with offices located at 255 Clay Street, Lapeer, MI 48446, sets forth the parties’ understanding pursuant to which MGT shall be engaged by Client.

I. SCOPE OF SERVICES

The Scope of Services of MGT’s Services hereunder (the “Services”) shall be set out in Annex No. 1 to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the Services to be performed by MGT, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT’s fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

II. STAFFING

Stephanie Farrell shall serve as Project Manager and point of contact for MGT under this Agreement. MGT shall assign staff members to virtually perform all Services. Should any of the employees be unable to perform the Services, MGT may substitute another similarly qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services. All tasks are to be completed virtually, unless Client and MGT mutually agree to add in-person work for an additional fee (to be determined). Any requests for in-person work must be made in writing and must be approved by MGT and incorporated as an amendment and/or annex to this Agreement.

III. FEES AND DISBURSEMENTS

MGT proposes a total cost of thirteen thousand dollars (**\$13,000**) for the Services outlined in Annex No. 1. This all-inclusive fee for professional Services is to be billed annually following completion and delivery of each final cost plan.

All invoices submitted by MGT to Client shall be due and payable upon receipt. MGT reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall continue for a period of 3 years hereinafter referred to as the ("Initial Term"), unless otherwise terminated, expiring on the 30th of April, 2025, hereinafter referred to as the ("Expiration Date"). At Client's option and approved by MGT, the contract may be renewed for two (2) additional one (1) year periods. The Client will notify MGT of their intention to exercise this option, at which time compensation and scope can be determined and agreed upon by both Parties. Either party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice to the other party (the "Termination Date"). In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V(3) below.

V. GENERAL PROVISIONS

1) Modification, Cancellation or Suspension of Work

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions. In the event Client elects to modify the scope, an adjustment to the Annex Compensation may be necessary, and MGT will advise Client of any changes to Compensation.

2) Delay

If during the term, Client causes delay resulting from Client's (i) failure to provide requested information on a timely basis, (ii) providing of inaccurate, incorrect or false information, (iii) Client's failure to provide access to appropriate personnel if required by the Annex Scope, or (iv) delay due to Client rescheduling Annex Scope; and such delay causes MGT any or all of (i) duplicate work efforts, (ii) corrective work efforts, or (iii) more than 7 days of idle time, MGT reserves the right to charge additional fees on either or both of (i) hourly rate (ii) and material costs.

3) General Indemnification

Client shall fully defend, indemnify and hold harmless MGT and its officers, directors, employees, agents, representatives or successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, actions or causes of actions and any and all liabilities, costs and expenses (including but not limited to attorney's fees and expenses, incurred in the defense of an Indemnified Party, including costs of appeal) damage or loss in connection therewith, what may be asserted by the Customer, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the Customer's performance of the Services under this Agreement or Statement of Work, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused by in part or contributed to by the negligence, fault, or strict liability of any Indemnified Party.

MGT's indemnity obligation under this Paragraph is contingent upon the MGT seeking indemnity ("Indemnitee") to (i) promptly notify the Customer ("Indemnitor") of each claim; provided, however, that the Indemnitee's failure to give prompt notice to the Indemnitor of any such claim shall not relieve the Indemnitor of any obligation under this Paragraph except and to the extent that such failure materially prejudices the Indemnitor's ability to defend against such claim; (ii) provide the Indemnitor with sole control over the defense and/or settlement thereof provided however, that Indemnitor shall not settle any claim that includes an admission of wrongdoing by the Indemnitee or otherwise adversely affects Indemnitee's interests without its prior consent; and (iii) at the Indemnitor's request and expense, provide full information and reasonable assistance to the Indemnitor with respect to such claim.

4) Confidentiality

MGT shall maintain in confidence all information and data relating to Client, its Services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the relevant information:

- a) was at the time of receipt already in MGT's possession;
- b) is, or becomes in the future, public knowledge through no fault or omission of MGT;
- c) was received from a third-party having the right to disclose it; or
- d) is required to be disclosed by law.

5) Non-Solicitation

During the term of this Agreement, and for a period of two (2) years after the Termination thereof, neither party shall directly or indirectly solicit for employment any person or persons currently employed, or who were employed in the last twelve (12) months, by the other unless (a) the other party has given its prior written consent, or (b) the employee has terminated his or her position, or (c) notice of termination given to the employee. Direct solicitation does not include advertisements published in the general media and, except to the extent that an individual was specifically encouraged to respond to such advertisements, nothing in this clause restricts an individual employee's right to seek employment with the other party to perform work unrelated to this Agreement.

6) Risk

Any analysis, projections, forecasts, or conclusions of Project relies on the accuracy of information provided by Client as well as near-term and long-term assumptions influenced by factors outside of MGT's control and for which may adversely impact Client. Changes such as Client's financial health, as well as state, local, and global economic conditions, may impact the Client, accuracy of projections and or feasibility of Services. Additional risks to the Client include but are not limited to changes to demand, competition, regulatory changes, as well as Acts of Disaster.

7) Force Majeure

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

8) Exclusion of Liability caused by Political or Regulatory Decisions

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT cannot be held responsible for and cannot be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

9) Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF FLORIDA) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN HILLSBOROUGH COUNTY, FLORIDA AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

10) Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable certified mediator. The mediation shall take place in Tampa, Florida.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

11) Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

12) Non-Discrimination/Equal Employment Practices

Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, or physical disability, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

13) Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

14) Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

15) Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

16) Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

17) Entire Agreement

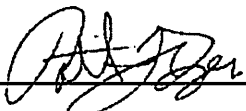
This Agreement and attached Annex(es) constitute the entire and only Agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written Agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

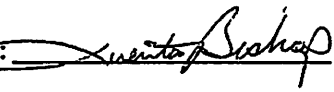
IN WITNESS WHEREOF, the parties hereto have executed this Master Engagement Agreement as of the date of the final signature below.

AGREED TO AND ACCEPTED:

MGT OF AMERICA CONSULTING, LLC

LAPEER COUNTY, MICHIGAN

Signed: 
By: Patrick J. Dyer
Title: VP, Financial Solutions
FEIN: 81-0890071
Date: 4/19/2022

Signed: 
By: QUENTIN BISHOP
Title: Admin / Controller
FEIN: 386005780
Date: 4/15/22

**ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT
DATED AS OF THE 14th of APRIL, 2022**

This Annex No. 1 hereinafter referred to as (“Annex”), to the Master Engagement Agreement hereinafter referred to as the (“Agreement”), by and between MGT of America Consulting, LLC., (“MGT”), and Lapeer County, Michigan (“County” and/or “Client”), sets forth the parties’ understanding pursuant to which MGT shall provide the below-specified Services to Client.

Services to Client

- A County-wide 2 CFR Part 200 (formerly OMB A-87) central services cost allocation plan (“CAP”) based on actual costs for fiscal years 2021, 2022, and 2023.
 - o FY2021 CAP, prepared in 2022
 - o FY2022 CAP, prepared in 2023
 - o FY2023 CAP, prepared in 2024
- Negotiation of the cost allocation plans with representatives of the federal cognizant agency and/or the State, as required.
- Explanations of calculations methods and assumptions used in the 2 CFR Part 200 CAP. These explanations may be written or verbal as requested by the Client.
- Recommendations on methods to enhance indirect cost revenues.

Project Assumptions

Our work plan and proposed fee for this project were developed with several key assumptions about the project. Changes to these assumptions may impact either or both our methodology and proposed fee. We welcome the opportunity to meet to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly.

Below, we present our assumptions:

- Client will designate a Project Officer for this project. This person will function as the primary point of contact for the project, and coordinate and facilitate the flow of information and communication between Client, key stakeholders, and MGT.
- MGT will have access to and cooperation and participation by staff and management. MGT expects to have reasonable, timely access to Client personnel and data. If Client stops the project for any reason, MGT will be due all fees for services performed to date.
- All costs and other data provided by Client will be considered accurate and valid. MGT will not be responsible for the audit and/or verification of any cost or other data provided by Client.



DATE: April 21, 2022

XX **REQUEST FOR ACTION**

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Finance Department

SUMMARY OF REQUEST / INFORMATION: Renew consulting services between Lapeer County and MGT of America Consulting, LLC for 2022 Lapeer County Cost Allocation Plan at no additional cost to General Fund.

ADDITIONAL INFORMATION: Third party CAP required by MDHHS

CONTACT PERSON(S): Kathy Haskins/ Ingrid Fink

BACKGROUND INFORMATION: MDHHS Grant Agreement Part II, Section IV.K.(4) states that there must be a documented, well defined rationale and audit trail for any indirect cost distribution or allocation based on Title 2 CFR, Part 200.

SUPPORTING DOCUMENTS:

DRAFT MOTION: Motion by _____, supported by _____, to approve consulting services contract extension with MGT of America Consulting, LLC to prepare a Health Department Cost Allocation Plan based on actual costs for fiscal year 2021, and further, to authorize the Controller Administrator to sign said agreement at no additional cost to the General Fund.

ATTACHMENTS: YES X or NO _____

**MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
MGT OF AMERICA CONSULTING, LLC
AND
LAPEER COUNTY, MICHIGAN**

THIS MASTER ENGAGEMENT AGREEMENT hereinafter referred to as the (“Agreement”), made and entered into as of 15 of April, 2022, by and between MGT of America Consulting, LLC., hereinafter referred to as (“MGT”), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and Lapeer County Health Department / County of Lapeer, MI hereinafter referred to as (“Client”), with offices located at 255 Clay Street, Lapeer, MI 48446, sets forth the parties’ understanding pursuant to which MGT shall be engaged by Client.

I. SCOPE OF SERVICES

The Scope of Services of MGT’s Services hereunder (the “Services”) shall be set out in Annex No. 1 to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the Services to be performed by MGT, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT’s fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

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Stephanie Farrell shall serve as Project Manager and point of contact for MGT under this Agreement. MGT shall assign staff members to virtually perform all Services. Should any of the employees be unable to perform the Services, MGT may substitute another similarly qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services. All tasks are to be completed virtually, unless Client and MGT mutually agree to add in-person work for an additional fee (to be determined). Any requests for in-person work must be made in writing and must be approved by MGT and incorporated as an amendment and/or annex to this Agreement.

III. FEES AND DISBURSEMENTS

MGT proposes a total cost of ten thousand dollars (\$10,000) for the Services outlined in Annex No. 1. This all-inclusive fee for professional Services is to be billed annually following completion and delivery of each final cost plan.

All invoices submitted by MGT to Client shall be due and payable upon receipt. MGT reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

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Client shall fully defend, indemnify and hold harmless MGT and its officers, directors, employees, agents, representatives or successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, actions or causes of actions and any and all liabilities, costs and expenses (including but not limited to attorney's fees and expenses, incurred in the defense of an Indemnified Party, including costs of appeal) damage or loss in connection therewith, what may be asserted by the Customer, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the Customer's performance of the Services under this Agreement or Statement of Work, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused by in part or contributed to by the negligence, fault, or strict liability of any Indemnified Party.

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Any analysis, projections, forecasts, or conclusions of Project relies on the accuracy of information provided by Client as well as near-term and long-term assumptions influenced by factors outside of MGT's control and for which may adversely impact Client. Changes such as Client's financial health, as well as state, local, and global economic conditions, may impact the Client, accuracy of projections and or feasibility of Services. Additional risks to the Client include but are not limited to changes to demand, competition, regulatory changes, as well as Acts of Disaster.

7) Force Majeure

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

8) Exclusion of Liability caused by Political or Regulatory Decisions

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT cannot be held responsible for and cannot be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

9) Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF FLORIDA) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN HILLSBOROUGH COUNTY, FLORIDA AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

10) Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable certified mediator. The mediation shall take place in Tampa, Florida.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

11) Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

12) Non-Discrimination/Equal Employment Practices

Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, or physical disability, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

13) Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

14) Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

15) Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

16) Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

17) Entire Agreement

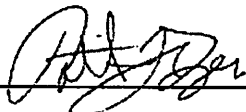
This Agreement and attached Annex(es) constitute the entire and only Agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written Agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

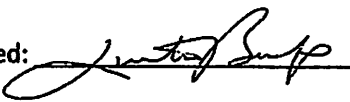
IN WITNESS WHEREOF, the parties hereto have executed this Master Engagement Agreement as of the date of the final signature below.

AGREED TO AND ACCEPTED:

MGT OF AMERICA CONSULTING, LLC

LAPEER COUNTY, MICHIGAN

Signed: 
By: Patrick J. Dyer
Title: VP, Financial Solutions
FEIN: 81-0890071
Date: 4/15/2022

Signed: 
By: QUENTIN BISHOP
Title: Admin / Controller
FEIN: 38-600 5780
Date: 4-15-22

**ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT
DATED AS OF THE 14th of APRIL, 2022**

This Annex No. 1 hereinafter referred to as (“Annex”), to the Master Engagement Agreement hereinafter referred to as the (“Agreement”), by and between MGT of America Consulting, LLC., (“MGT”), and Lapeer County Health Department / Lapeer County, Michigan (“Client”), sets forth the parties’ understanding pursuant to which MGT shall provide the below-specified Services to Client.

Services to Client

- Preparation of annual Health Department Departmental Cost Allocation Plan (“CAP”) based on actual costs for fiscal years 2021, 2022, and 2023, which will include the allocation of County-wide overhead costs and the allocation of Health Department administrative costs to the Department Program level
 - o FY2021 CAP, prepared in 2022
 - o FY2022 CAP, prepared in 2023
 - o FY2023 CAP, prepared in 2024
- Negotiation of the cost allocation plans with representatives of the federal cognizant agency and/or the State, as required.
- Explanations of calculations methods and assumptions used in the 2 CFR Part 200 CAP. These explanations may be written or verbal as requested by the Client.
- Recommendations on methods to enhance indirect cost revenues.

Project Assumptions

Our work plan and proposed fee for this project were developed with several key assumptions about the project. Changes to these assumptions may impact either or both our methodology and proposed fee. We welcome the opportunity to meet to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly.

Below, we present our assumptions:

- Client will designate a Project Officer for this project. This person will function as the primary point of contact for the project, and coordinate and facilitate the flow of information and communication between Client, key stakeholders, and MGT.
- MGT will have access to and cooperation and participation by staff and management. MGT expects to have reasonable, timely access to Client personnel and data. If Client stops the project for any reason, MGT will be due all fees for services performed to date.
- All costs and other data provided by Client will be considered accurate and valid. MGT will not be responsible for the audit and/or verification of any cost or other data provided by Client.