



TUSCOLA COUNTY

Committee of the Whole

MEETING AGENDA

Monday, March 14, 2022 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln
St., Caro, MI 48723

Public may participate in the meeting electronically:
Join by phone: (US) +1 929-276-1248 PIN:112 203 398#
Join by Hangouts Meeting ID: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Bardwell
Roll Call - Clerk Fetting

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County Updates

New Business

1. Drain Commissioner Annual Report - Robert Mantey, Drain Commissioner
2. Letter to the Editor - "Water Problem vs. Putman" - Renee J. Wood
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3. Reappointments to the Tuscola Behavioral Health Systems (TBHS) Board of Directors
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5. Jail Software - Eean Lee, Chief Information Officer
[Tuscola Co Sheriffs Office, Colossus Incorporated - Jail Tracker MP&L \[w-GPS pmt terms\] \(2020-05-12\)](#) 12 - 22
6. Lawn Mowing Service Bids
7. Animal Shelter Parking Lot Expansion Bids
8. Purdy Building Exterior Repair Bids

Old Business

1. Review Bids for the Seamless Padding System at the County Jail - Mike Miller, Buildings and Grounds Director

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner DuRussel

Primary Finance/Technology

1. General Fund Expenditure Four Year Comparisons 23 - 25
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On-Going and Other Finance

On-Going and Other Technology

1. GIS Update
2. Increasing On-Line Services/Updating Web Page

Building and Grounds

Committee Leader **Commissioner DuRussel** and Commissioner Grimshaw

Primary Building and Grounds

On-Going and Other Building and Grounds

1. State Police Water and Annexation
2. Adult Probation Fence - Updates

Personnel

Committee Leader **Commissioner Grimshaw** and Commissioner Vaughan

Primary Personnel

On-Going and Other Personnel

1. Workman's Compensation
2. Michigan Association of Counties (MAC) 7th District Meeting
3. Safety Committees - Watch for Grant Opportunities
4. OSHA/MIOSHA Potential Emergency Temporary Standard (ETS)
5. Retirement Plans and Municipal Employees Retirement System (MERS) Representative Updates

Other Business as Necessary

On-Going Other Business as Necessary

1. Animal Control Ordinance - Still in Review
2. Guidehouse Activity for Non-Entitlement Units of Local Government (NEU's) Outreach
3. American Rescue Plan Act (ARPA) Funds - Updates on Projects and Reporting
4. County Wide Upcoming Millage Renewals:
Michigan State University Extension
Primary Roads and Street Improvement
Bridge and Street Improvement

Public Comment Period

Adjournment



Renee J. Wood, PLLC

Elder Law and Accredited Veterans Attorney
96 Rodd Dr., Caro, MI 48723-1132

Phone: 989-550-8027

Fax: 989-673-8027

*Your Family is Special...
Choose a Special Attorney*

March 7, 2022

Board of Commissioners
125 W. Lincoln Street
Caro, MI 48723

Re: Water Problem vs. Putman

Dear Board Members:

Attached is a "Letter to the Editor" which I have written, delivered to the Tuscola County Advertiser on 3/7/2022 and asked that it be published as soon as possible. Since this letter references the Board of Commissioners, I wanted to make sure you received a copy.

Also, please, read this letter into the Minutes of your next Board of Commissioners meeting.

Thank you sincerely for your consideration in this most urgent matter.

Sincerely,

Renee J. Wood

LETTER TO THE EDITOR – March 7, 2022

WATER PROBLEM VS. PUTMAN

The City of Caro has a water problem and the Putman Medical Complex is suffering from it. This is what I understand the situation is:

1. The City has six wells providing water to our community. However, Well Nos. 1 and 3 are not functioning.
 - a. No. 1 is out of commission and in need of maintenance. The motor has been replaced but the City is awaiting parts for further adjustment. [Shouldn't the City have planned ahead and have previously purchased parts to have on hand to maintain the wells?]
 - b. No. 3 has collapsed, so sand and sediment come with the water to the surface. [Again, should this well have been monitored so we don't have a collapse?]
2. A Water Franchise Agreement between Indianfields Township was presented to the City of Caro because the Putman Medical Complex wants to hook into the City water pipe to provide water to the Medical Complex which is already under construction. No agreement can be made between the two municipalities because they have concerns. The parties have the following "hang-ups" with the agreement.
3. Putman Medical Complex is a \$7 million medical complex in Indianfields Township, approximately 500 feet outside the city limits. Putman Medical Complex wants to hook into the City of Caro water pipeline to provide water to the Medical Complex. The water pipeline is directly in front of the Complex across M-81. The 42,000-square-foot medical facility will offer specialty outpatient services, physical therapy, pharmacy, family medicine, chiropractic care, urology, X-ray, labs, aesthetics, urgent care and other areas of medical care. All medical care offered by the medical complex to the citizens in the city of Caro and surrounding area is needed, wanted and welcomed in our community. This complex will bring more people to our city and more jobs available to the unemployed.

City of Caro's Arguments

- a. The Agreement allows for any residents and businesses to tap into the existing City pipeline. [Yikes, because the City has no idea of

- their expected water usage and never made plans to previously dig more wells so our community could be vibrant and growing.]
- b. It is my understanding City Council members are worried because they have not started pumping water to the Caro Center, so they don't know how much water usage will be required nor how the usage will affect the City's system. [Shouldn't that have been investigated before entering into the agreement they made with the Caro Center?]
 - c. City Council members want to protect the Caro citizens by making sure they can supply water to them, so the issue was tabled until ". . . we find out what the future is about." [WHAT? So, stifle Caro's growth until we know what is going to happen in the future? Not a great business plan. If the Council wanted to "protect the Caro citizens" wouldn't they have thought of that when agreeing to extend the water pipe to the Caro Center?]
 - d. It is my understanding that the Water Franchise Agreement states "*unlimited...which means anyone can tap into* [the water system]...*and this could be bad.*" [It could be bad because the City did not plan to maintain the wells, did not plan for additional wells, did not plan on the City of Caro growing and did not investigate or calculate the water usage of the Caro Center when they entered into that water agreement.]
 - e. To watch the City "table" the discussion month after month is absolutely unbelievable and aggravating. Can't the City appoint a subcommittee to work on this? We have many intelligent, hard-working people in Caro that care about the community.

Indianfields Township's Arguments

- a. If you let properties along M-81 hook up to the waterline, they will add to the City's income by paying the City for the water.
- b. This is a "community" project that we have been passing around for 'months' now. [Delay, delay, delay.]
- c. Can you be a good neighbor and allow some development to happen in Indianfields Township?
- d. The water pipeline is already there and right in front of Putman Medical Complex. If they plug in now, you get money now.

Attorney Problems

Indianfields Township Position:

- a. This proposal was given to Indianfields Township in February, 2022, the Township board voted to “*sign off on the agreement – after it was examined by the township attorney.*” The Township attorney doesn’t like part of the agreement.
- b. It is my understanding Indianfields Township attorney William K. Fahey is at issue with Point 3 in the agreement which states that “*the city has no obligation to provide water to the medical center...which would allow the city of Caro to negotiate water rates with the property owners after a franchise agreement is signed....Normally, a utility that receives a franchise has a public duty to serve the property, not a mere private contract duty.*”

City of Caro’s Position:

- a. It is my understanding that the City of Caro’s attorney believes Attorney Fahey’s argument is unfounded and is speculative language which goes against the proposed agreement.
- b. It is also my understanding that the City believes it is standard practice to negotiate water prices after an agreement is in place to provide water. This is what the City did when agreeing to a franchise agreement with Indianfields Township two years ago regarding the new mental health facility (Caro Center).

Commentary – POSSIBLE SOLUTIONS?:

1. I only know what is printed in the newspaper as stated above, there has to be more to the story because all this looks like is a political tug of war with the Putman Medical Complex in the middle.
2. I have never built a \$7 million dollar project before, as I am sure most of our Caro citizens have not. But this I know: Time is money. How many thousands of dollars is the Putman builders losing per day because the City can’t get their act together? This is egregious treatment of a company who this municipality should be welcoming, supporting, thanking and making it as easy as possible for them to build the building which will serve us so well. I think the City is very fortunate they have not been served with lawsuits for interference with a contract and prospective contracts. The Putman Medical Complex have renters waiting for the building to get done. A building which the City has caused delays.

3. Manager Matthew Lane had a GREAT recommendation: take care of getting water to the medical complex first, and then work on an arrangement that might provide water to other possible M-81 properties in the future.
 - a. I believe the City should declare an **emergency medical exemption action** to allow Putman Medical Complex to have water now and in the future for the health, safety and welfare of the people using the water in our area. Let us remember:
 - i. We are in the midst of a medical crisis - COVID 19 and its variants. And we know this is only the start of chemical warfare China has thrust upon us. We know the next one will be more deadly. How convenient to have another medical facility to assist us citizens. We need it now.
 - ii. COVID 19 has caused worker shortages and we travel to Saginaw or further for medical care after waiting weeks or months to get in to see a doctor. Many people cannot afford the gas money to travel so far. We need help now, in Caro and the whole surrounding area.
 - iii. I feel we are on the brink of World War III with Russia invading Ukraine and massacring people and unleashing cyber attacks on America. We need to have a medical complex to protect the health, safety and welfare of our citizens now.
 - iv. In the “future” if we ever have any other emergency medical facilities built in Indianfields Township and have a medical emergency such as the one we are in now, well, the City can once again have an opportunity to decide if they should declare another emergency medical exemption to the water pipeline.
 - v. Receive money for providing the water to the Putman Medical Complex NOW and build more wells.
4. I understand Tuscola County has received or is receiving approximately \$10.1 million or more in a COVID grant and the City of Caro should also be receiving or has received similar funding. Why doesn't the City use the grant money to get more wells dug? Do not just dig two new wells because we have two wells down. Plan ahead for Caro to be vibrant and growing. Just because we are a small city does not mean we have to be this unorganized and small minded.

5. The way our City government is run is making me think about whether this is why Caro cannot attract new businesses and have lost so many businesses. How many empty storefronts on M-81 do we have?
6. I take responsibility for part of this problem and the dire situation our City is in now. Me, like many, many Caro citizens sit back and let the City Council (whomever that may be at the time) take care of the City problems and dilemmas. They take care of the City without us, We The People, watching, giving our input, questioning the Council or giving our opinion at the City Council meetings. Fellow citizens, we must change! I urge you to start going to the Council meetings, Board of Commissioners meetings and School Board meetings so you can be a part of the solution. Please. We can make a difference if we just show up.

Sincerely,

A handwritten signature in cursive script that reads "Renee J. Wood". The signature is written in black ink and is positioned below the word "Sincerely,".

Renee J. Wood
Semi-Retired Elder Law Attorney



March 1, 2022

Tuscola County Board of Commissioners
125 West Lincoln, Suite 500
Caro, MI 48723

Dear Commissioners,

As you are aware, the current terms of several members of the Tuscola Behavioral Health Systems Board of Directors will be expiring as of March 31, 2022. Current contact information is enclosed.

At its regularly scheduled Board Meeting of February 24, 2022, the Tuscola Behavioral Health Systems Board of Directors resolved to recommend to the Tuscola County Board of Commissioners, the re-appointments of Ms. Nancy Fritz, Mr. David Griesing, Ms. Susan McNett, and Mr. Walter Szostak to our Board of Directors for a three-year term.

As always, we appreciate your strong support of our efforts and thank you in advance for your consideration of these recommendations.

Sincerely,

Sharon Beals
Chief Executive Officer

SB/clm

Enclosure

cc: Jody Fetting, Tuscola County Clerk

A Michigan Community Mental Health Authority serving Tuscola County since 1973

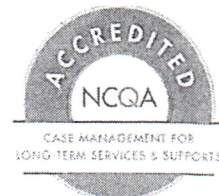
Mailing and Administration Address: 323 North State Street, Caro, MI 48723

Clinical Programs located at 1332 Propect Avenue, Caro, MI 48723

989.673.6191 or 1.800.462.6814 • TDD 1.866.835.4186 • www.tbhsonline.com



REGION VII AREA AGENCY ON AGING



YVONNE CORBAT, CHAIR

BOB BROWN, EXECUTIVE DIRECTOR

MEMBER COUNTIES: BAY ■ CLARE ■ GLADWIN ■ GRATIOT ■ HURON ■ ISABELLA ■ MIDLAND ■ SAGINAW ■ SANILAC ■ TUSCOLA

February 17, 2022

Thomas Bardwell, Chairman
Tuscola County Board of Commissioners
125 W. Lincoln Street, Suite 500
Caro, MI 48723

Dear Chairman Bardwell:

Please be advised that the term of your current delegate on Region VII's Board of Directors, Chaplain William Sanders, expires on March 31, 2022. According to our By-laws, the County Board of Commissioners has the responsibility to make this appointment for a three year term beginning April 1, 2022 through March 31, 2025.

This appointment should be made prior to March 31, 2022 so that your county is represented on this Board without disruption.

Thank you for your cooperation and should you have any questions, please contact me.

Sincerely,

Bob Brown
Executive Director

BB/sg

cc: Chaplain William Sanders, Board Member
Jodi Fetting, County Clerk

H\bdterm



Colossus, Incorporated
MASTER PURCHASE, LICENSE & SERVICES AGREEMENT

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

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

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

The attached Exhibits include:

Exhibit A.....MILESTONE PAYMENT SCHEDULE

Exhibit B.....STANDARD SOFTWARE MAINTENANCE SERVICES

| | | | |
|----------|--|----------|------------------------------------|
| Customer | <u>Tuscola County Sheriff's Office</u> | Contact: | <u>Thomas Bardwell</u> |
| Address: | <u>420 Court Street #1</u> | Email: | <u>tbardwell@tuscolacounty.org</u> |
| | <u>Caro, MI 48723</u> | Phone: | <u>989 673 0409</u> |
| | | Mobile: | <u></u> |

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

ACKNOWLEDGED AND AGREED TO BY:

Colossus, Incorporated

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Authorized Signature Title

By: _____

Authorized Signature Title

Date: _____

1. Definitions.

"AFFILIATE" shall mean the following, as applicable:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Maintenance.

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

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

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

5. Fees & Additional Purchases.

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

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

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

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

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

6. Confidentiality.

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

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

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

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

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

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

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

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

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

7. Ownership.

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

8. Warranty, Indemnity, Remedies.

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

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

d. Indemnity. If a lawsuit is brought against Customer claiming the Software infringes a U.S. copyright or misappropriates a third party trade secret, JailTracker will defend Customer in the lawsuit at JailTracker's expense, and JailTracker will pay the damages and costs finally awarded against Customer or agreed upon in settlement in the action, but only if: (i) Customer notifies JailTracker in writing promptly upon learning that a claim may be asserted, but in any case not later than five (5) days after Customer receives notice of such lawsuit; (ii) Customer grants JailTracker sole control over the defense of the claim and any negotiation for its settlement or compromise; (iii) Customer accepts any remedial actions provided by JailTracker pursuant to Paragraph 8(e) below; and (iv) Customer provides assistance as JailTracker reasonably requests. JailTracker's obligation to indemnify and save Customer harmless under this Section is void if the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by JailTracker.

e. Other Rights. In the event of a claim under Paragraph 8(d) above, JailTracker shall have the rights to: (i) replace the Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Customer the right to continue using the affected Software; and (iii) if JailTracker determines that the foregoing actions set forth in clauses (i) and (ii) of this Paragraph 8(e) are not reasonably practicable or commercially reasonable, terminate Customer's license to use the Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date the Software was first licensed by Customer, refund to Customer a pro-rata portion of the license fees paid for the Software based on a five (5) year straight-line depreciation schedule commencing upon such date. Paragraph 8(d) and this Paragraph 8(e) state Customer's exclusive remedy, and JailTracker's exclusive liability, for any claim of infringement or misappropriation.

f. Limitations. JailTracker will have no obligation to Customer under this Paragraph 8 if: (i) any portion of the Software has been modified after delivery to Customer by any party other than JailTracker (ii) Customer does not promptly install each Upgrade, update and other fix or error correction provided to Customer by JailTracker or its licensors or equipment manufacturers; (iii) an alleged infringement or misappropriation or warranty failure is based upon the combination of the Software with any software or equipment not provided to Customer by JailTracker; or (iv) an alleged infringement or misappropriation or warranty failure was caused by JailTracker's compliance with Customer's instructions or upon the incorporation of computer code or other materials into the Software or equipment at Customer's request.

g. Third Party Software. Customer acknowledges and agrees that Third Party Software provided to Customer by JailTracker is provided to Customer pursuant to the terms of the licensor's applicable license, and Customer agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law. In the event that any Third Party Software provided by JailTracker to Customer requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Customer acknowledges and agrees that JailTracker may act as an agent on Customer's behalf in accepting and executing such license or agreement on behalf of Customer. JAILTRACKER PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 8 DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY THIRD PARTY SOFTWARE. Customer acknowledges it must look exclusively to the manufacturer of the Third Party Software for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Third Party Software.

h. High Risk Activities. The JailTracker Offerings and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the JailTracker Offerings or Project Deliverables could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). Customer represents that it is not acquiring any of the JailTracker Offerings for use with High Risk Activities and Customer agrees that JailTracker shall have no liability of any kind relating to any JailTracker Offering used in High Risk Activities.

i. Compliance with Laws. Customer agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to Customer's use of the Systems, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders. Customer shall defend, indemnify, pay and hold harmless JailTracker from and against all loss and liability arising out of or relating to Customer's failure to comply with such applicable U.S. and foreign laws, regulations or orders.

j. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, JAILTRACKER MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE, SERVICES, JAILTRACKER OFFERING(S) OR ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND JAILTRACKER EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE.

k. Publication of Data. Customer agrees that it is responsible for the content published on a website hosted by JailTracker and Customer will indemnify and hold harmless JailTracker and any of its officers, directors, affiliates, employees, or parent companies from and against any loss, cost, damage, claim, expense, or liability, arising out of or in connection with anyone's use of the information described and/or contained on such website, including but not limited to any improper or incorrect use of the information or any defamatory, offensive, or illegal conduct of other users or third parties. Upon JailTracker's request, Customer shall defend any suit asserting a claim for any loss, damage, or liability specified above, and Customer shall pay all costs (including any attorneys' fees) that may be incurred in connection with any claim or suit.

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

10. Acceptance Testing.

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

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

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

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

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

- (i) The termination notice shall define the reason for termination;
- (ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
- (iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
- (iv) During the applicable cure period, JailTracker will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;

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

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

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

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

13. Mediation.

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

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

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

15. Customer Liaison and Customer Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

16. General.

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

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

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

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

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

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

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

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

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

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

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

Colossus, Incorporated

EXHIBIT A: MILESTONE PAYMENT SCHEDULE

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

Payments Regarding Quotation Number JT-00001481, **Dated** September 9, 2021

1. 100% hardware and (if any purchased) at signing of this Agreement
2. 50% (**\$19,250.00**) of the first year payment total (**\$38,500.00**) on the date of execution of this agreement.
3. 50% (**\$19,250.00**) of the first year payment total (**\$38,500.00**) on the installation date of the JailTracker software.
4. 100% of the annual total payment amount of **\$27,500.00**, due on the anniversary of the installation date of the JailTracker software and for 4 consecutive, subsequent year.
5. **Maintenance Service & Payments in Subsequent Years**
The term "Annual Maintenance" when used on a Quotation/Order Form designates fees associated with the annual fee for maintenance services only. Second year maintenance service for each System begins on the anniversary date of JAILTRACKER's installation of the Software at Customer's site as set forth in Exhibit B – Annual Maintenance Terms.
6. **Other Milestones**
 - a. Upon order the Customer shall pay JailTracker 50% of Custom Interfaces and Other Customizations.
 - b. Upon the beginning of Productive Use, the Customer shall pay JailTracker 50% of Custom Interfaces and Other Customizations.
 - c. Upon order the Customer shall pay JailTracker 100% of Change Orders.

Colossus, Incorporated

EXHIBIT B: Standard Software Maintenance Services

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Customer Responsibilities

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

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

Month Ended: December 2021

| GL NUMBER | DESCRIPTION | BALANCE AS OF 12/31/2018 | BALANCE AS OF 12/31/2019 | BALANCE AS OF 12/31/2020 | BALANCE AS OF 12/31/2021 | 2020-2021 Amount Change | Percent Change |
|--------------------------------------|-------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------|--------------------|
| Fund 101 - GENERAL FUND | | | | | | | |
| 101 - BOARD OF COMMISSIONERS | | 112,661.17 | 109,620.15 | 107,805.99 | 194,769.93 | 86,963.94 | 80.7% |
| | | | | | | | Health Ins Added |
| 104 - SPECIAL PROGRAMS | | 23,219.22 | 82,006.87 | 43,189.11 | 19,199.03 | (23,990.08) | -55.5% |
| | | | | | | | 19/20 Capitol Svcs |
| 130 - UNIFIED COURT | | 2,384,057.93 | 2,151,958.79 | 2,304,081.79 | 2,349,016.62 | 44,934.83 | 2.0% |
| | | | | | | | Crt Appt Counsel |
| 133 - TITLE IV CPLR GRANT | | 0.00 | 0.00 | 1,548.00 | 2,916.00 | 1,368.00 | 88.4% |
| 147 - JURY COMMISSION | | 3,021.78 | 5,523.40 | 8,746.65 | 8,410.98 | (335.67) | -3.8% |
| 151 - ADULT PROBATION | | 9,265.22 | 9,852.07 | 6,823.60 | 7,614.49 | 790.89 | 11.6% |
| 191 - ELECTION | | 118,220.61 | 22,918.02 | 99,598.05 | 5,701.10 | (93,896.95) | -94.3% |
| | | | | | | | Off Election Year |
| 202 - ACCOUNTING SERVICES | | 49,505.00 | 46,195.00 | 47,445.00 | 47,445.00 | 0.00 | 0.0% |
| 211 - LEGAL COUNSEL | | 147,445.90 | 243,554.75 | 123,016.12 | 163,926.17 | 40,910.05 | 33.3% |
| | | | | | | | Labor |
| 215 - CLERK | | 426,685.42 | 473,563.81 | 524,802.57 | 538,841.20 | 14,038.63 | 2.7% |
| | | | | | | | Health Ins/Wages |
| 223 - CONTROLLER | | 346,746.23 | 394,281.06 | 417,264.47 | 458,173.75 | 40,909.28 | 9.8% |
| | | | | | | | Health Ins/Wages |
| 225 - EQUALIZATION | | 211,462.89 | 223,817.03 | 252,004.27 | 260,953.21 | 8,948.94 | 3.6% |
| | | | | | | | Health Ins/Wages |
| 227 - CITY OF CARO ASSESMENT CONTRT | | 6,155.23 | 6,020.32 | 6,005.26 | 6,196.55 | 191.29 | 3.2% |
| 229 - PROSECUTOR | | 576,892.47 | 593,113.38 | 697,326.23 | 762,562.16 | 65,235.93 | 9.4% |
| | | | | | | | Health Ins/Wages |
| 230 - CO-OP REIMBURSEMENT-PROSECUTOR | | 178,790.92 | 204,353.76 | 216,129.94 | 232,169.71 | 16,039.77 | 7.4% |
| | | | | | | | Health Ins/Wages |
| 236 - REGISTER OF DEEDS | | 283,417.90 | 304,383.31 | 302,081.95 | 290,363.77 | (11,718.18) | -3.9% |

| GL NUMBER | DESCRIPTION | BALANCE AS OF 12/31/2018 | BALANCE AS OF 12/31/2019 | BALANCE AS OF 12/31/2020 | BALANCE AS OF 12/31/2021 | 2020-2021 Amount Change | Percent Change |
|-------------------------------------|-------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------|---|
| 253 - TREASURER | | 364,366.20 | 347,850.77 | 387,124.36 | 187,895.20 | (199,229.16) | -51.5% Moved Wages/Fringes to Foreclosure Fund |
| 259 - COMPUTER OPERATIONS | | 623,778.40 | 650,685.74 | 735,366.50 | 761,748.14 | 26,381.64 | 3.6% Health Ins/Wages |
| 265 - BUILDING AND GROUNDS | | 810,261.02 | 814,986.72 | 785,694.07 | 880,139.67 | 94,445.60 | 12.0% Health Ins/Wages |
| 266 - DHHS BLDG MAINTENANCE | | 51,687.21 | 46,215.70 | 56,662.22 | 50,960.26 | (5,701.96) | -10.1% |
| 275 - DRAIN COMMISSION | | 218,411.67 | 216,171.97 | 230,623.78 | 249,834.19 | 19,210.41 | 8.3% Health Ins/Wages |
| 303 - COURTHOUSE SECURITY | | 122,451.12 | 139,584.87 | 114,345.28 | 137,633.33 | 23,288.05 | 20.4% Health Ins/Wages |
| 304 - SHERIFF - JAIL | | 2,285,067.29 | 2,289,156.52 | 2,400,183.20 | 2,472,635.90 | 72,452.70 | 3.0% Health Ins/Wages |
| 324 - CO WEIGH MASTER ENFORCEMENT | | 78,346.85 | 84,080.60 | 92,066.25 | 90,438.22 | (1,628.03) | -1.8% |
| 331 - MARINE SAFETY | | 12,400.00 | 12,400.00 | 12,167.01 | 14,097.35 | 1,930.34 | 15.9% |
| 333 - SECONDARY ROAD PATROL | | 86,236.34 | 80,564.01 | 109,079.95 | 66,925.51 | (42,154.44) | -38.6% Wages/Billed |
| 346 - THUMB AREA NARCOTICS GROUP | | 11,182.69 | 11,052.95 | 11,052.31 | 7,822.94 | (3,229.37) | -29.2% |
| 352 - COMMUNITY CORRECTIONS SERVICE | | 67,293.61 | 69,084.83 | 44,682.27 | 49,419.96 | 4,737.69 | 10.6% |
| 400 - PLANNING COMMISSION | | 4,388.13 | 5,303.37 | 2,823.47 | 4,986.93 | 2,163.46 | 76.6% |
| 426 - EMERGENCY SERVICES | | 96,106.64 | 100,143.48 | 109,232.64 | 104,396.93 | (4,835.71) | -4.4% |
| 441 - BUILDING CODES | | 405,983.06 | 570,078.00 | 437,236.98 | 421,728.24 | (15,508.74) | -3.5% New Fund 21/22 |
| 442 - BOARD OF PUBLIC WORKS | | 1,317.99 | 1,151.71 | 1,023.17 | 967.52 | (55.65) | -5.4% |
| 445 - DRAINS AT LARGE | | 400,943.35 | 425,483.12 | 370,938.25 | 345,334.40 | (25,603.85) | -6.9% Costs Reduction |

| GL NUMBER | DESCRIPTION | BALANCE AS OF 12/31/2018 | BALANCE AS OF 12/31/2019 | BALANCE AS OF 12/31/2020 | BALANCE AS OF 12/31/2021 | 2020-2021 Amount Change | Percent Change |
|--------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------|--|
| 631 - | SUBSTANCE ABUSE | 52,010.48 | 50,786.47 | 53,919.20 | 55,875.06 | 1,955.86 | 3.6% |
| 648 - | MEDICAL EXAMINER | 91,647.13 | 84,221.76 | 75,000.00 | 133,850.00 | 58,850.00 | 78.5% |
| 670 - | DHHS BOARD | 9,736.35 | 8,300.16 | 11,084.54 | 9,734.16 | (1,350.38) | -12.2% |
| 722 - | AIRPORT ZONING BOARD | 0.00 | 6,512.83 | 0.00 | 485.03 | 485.03 | 100.0% |
| 723 - | AIRPORT ZONING BRD OF APPEALS | 0.00 | 2,331.57 | 1,458.31 | 215.32 | (1,242.99) | -85.2% |
| 728 - | ECONOMIC DEVELOPMENT CORP | 80,000.00 | 80,000.00 | 80,000.00 | 120,000.00 | 40,000.00 | 50.0% |
| 863 - | EMPLOYEE SICK/VACATION BENEFIT | 8,514.08 | 52,243.79 | 12,724.49 | 23,610.10 | 10,885.61 | 85.5% |
| 865 - | INSURANCE AND BONDS | 110,850.40 | 84,847.45 | 80,856.41 | 77,769.42 | (3,086.99) | -3.8% |
| 965 - | TRANSFERS OUT | 2,601,120.19 | 2,584,377.68 | 2,507,292.88 | 2,429,605.92 | (77,686.96) | -3.1% |
| | | | | | | | Child Care Fund Less Approp Needed |
| ----- | | | | | | | |
| Fund 101 - GENERAL FUND: | | | | | | | |
| TOTAL EXPENDITURES | | 13,471,648.09 | 13,688,777.79 | 13,880,506.54 | 14,046,369.37 | 165,862.83 | |
| Overall Percent Change | | | 1.61% | 1.40% | 1.19% | | |

Month Ended: December 2021

| GL NUMBER | DESCRIPTION | BALANCE AS OF 12/31/2018 | BALANCE AS OF 12/31/2019 | BALANCE AS OF 12/31/2020 | BALANCE AS OF 12/31/2021 | 2020-2021 Amount Change | Percent Change |
|-------------------------|-------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------|-------------------|
| Fund 101 - GENERAL FUND | | | | | | | |
| Dept 000 - CONTROL | | | | | | | |
| 101-000-402.253 | CURRENT TAX | 5,916,794.11 | 6,052,771.71 | 6,297,016.86 | 6,443,900.06 | 146,883.20 | 2.3% |
| 101-000-402.891 | CURRENT TAX WIND REVENUE | 1,076,412.76 | 1,163,933.62 | 1,507,161.89 | 1,556,211.12 | 49,049.23 | 3.3% |
| 101-000-425.253 | TRAILER PARK FEES | 3,025.50 | 3,862.30 | 3,096.70 | 4,107.60 | 1,010.90 | 32.6% |
| 101-000-439.000 | RECREATIONAL MARIJUANA TAX PAYMENTS | 0.00 | 0.00 | 0.00 | 84,003.96 | 84,003.96 | 100.0% |
| 101-000-447.253 | SUMMER COLLECTIONS | 96,314.83 | 106,126.73 | 67,360.17 | 68,968.22 | 1,608.05 | 2.4% |
| 101-000-452.441 | BLDG CODES SCMCCI | 405,983.06 | 570,078.00 | 437,079.88 | 421,728.24 | (15,351.64) | -3.5% |
| 101-000-476.215 | MARRIAGE LICENSES | 1,570.00 | 1,490.00 | 1,580.00 | 1,650.00 | 70.00 | 4.4% |
| 101-000-505.352 | COMMUNITY CORRECTIONS GRANT | 2,593.65 | 1,326.00 | 1,381.05 | 1,775.36 | 394.31 | 28.6% |
| 101-000-506.253 | CIVIL DEFENSE | 30,225.42 | 31,616.95 | 31,377.66 | 30,183.00 | (1,194.66) | -3.8% |
| 101-000-511.301 | COMMUNITY FOUNDATION GRANT | 2,833.00 | 4,900.00 | 4,607.00 | 0.00 | (4,607.00) | -100.0% |
| 101-000-530.130 | TITLE IV-E CPLR GRANT | 0.00 | 0.00 | 5,943.95 | 3,802.28 | (2,141.67) | -36.0% |
| 101-000-541.253 | JUDGES SALARY | 247,936.28 | 244,417.22 | 253,890.40 | 258,630.80 | 4,740.40 | 1.9% |
| 101-000-544.136 | DISTRICT COURT CASEFLOW ASSIST. | 21,308.71 | 12,453.48 | 7,364.16 | 7,309.35 | (54.81) | -0.7% |
| 101-000-544.215 | DRUG CASEFLOW FUND CIRCUIT CRT | 296.70 | 334.71 | 304.46 | 143.60 | (160.86) | -52.8% |
| 101-000-544.253 | MARINE SAFETY | 12,400.00 | 12,400.00 | 12,162.85 | 14,090.31 | 1,927.46 | 15.8% |
| 101-000-545.253 | SECONDARY ROAD PATROL | 82,078.22 | 69,743.19 | 99,371.80 | 92,218.28 | (7,153.52) | -7.2% |
| 101-000-562.301 | SSI INCENTIVE SHERIFF | 8,600.00 | 8,200.00 | 7,200.00 | 800.00 | (6,400.00) | -88.9% |
| 101-000-563.253 | CO-OP REIMBURSEMENT-PROSECUTOR | 79,348.04 | 73,952.01 | 74,972.01 | 84,498.20 | 9,526.19 | 12.7% |
| 101-000-573.253 | LOCAL COMM STABILIZATION PPT REIM | 0.00 | 0.00 | 0.00 | 4,154.90 | 4,154.90 | 100.0% |
| 101-000-574.253 | STATE SALES TAX/REV SHARE | 1,120,916.52 | 958,315.02 | 878,877.00 | 1,154,286.44 | 275,409.44 | 31.3% |
| 101-000-577.253 | STATE HOTEL LIQUOR TAX | 104,020.96 | 101,572.94 | 107,838.41 | 111,750.13 | 3,911.72 | 3.6% |
| 101-000-578.253 | STATE PAYMENTS COURTS | 228,033.00 | 221,413.00 | 194,360.00 | 200,160.00 | 5,800.00 | 3.0% |
| 101-000-580.253 | STATE JURY REIMB | 45,545.20 | 26,926.40 | 10,941.90 | 22,106.80 | 11,164.90 | 102.0% |
| 101-000-581.301 | MI WORK COMP GRANTS | 0.00 | 3,808.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-582.426 | ENBRIDGE GRANT EMERGENCY SERVICES | 1,000.00 | 0.00 | 1,000.00 | 0.00 | (1,000.00) | -100.0% |
| 101-000-584.191 | 2020 ELECTION GRANT | 0.00 | 0.00 | 6,319.50 | 0.00 | (6,319.50) | -100.0% |
| 101-000-590.215 | CERTIFIEDS CLERK | 40,531.00 | 39,248.50 | 39,865.00 | 41,213.00 | 1,348.00 | 3.4% |
| 101-000-601.136 | PROBATION FEES-DISTRICT COURT | 204,507.01 | 159,653.98 | 91,631.22 | 125,143.69 | 33,512.47 | 36.6% |
| 101-000-602.136 | COURT COSTS-DISTRICT COURT | 250,766.46 | 278,478.78 | 194,761.86 | 246,790.36 | 52,028.50 | 26.7% |
| 101-000-602.143 | COURT COSTS FOC | 12,657.03 | 8,166.19 | 13,133.14 | 11,839.94 | (1,293.20) | -9.8% |
| 101-000-602.215 | CIRCUIT COURT COSTS | 151,817.72 | 156,227.72 | 110,856.38 | 138,563.64 | 27,707.26 | 25.0% |
| 101-000-603.136 | BOND COSTS | 5,413.00 | 3,980.00 | 1,255.00 | 1,340.00 | 85.00 | 6.8% |
| 101-000-604.136 | MIP DEFERRAL PROGRAM | 175.00 | 150.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-605.136 | SCREENING ASSESSMENT FEES | 24,030.90 | 18,922.50 | 9,344.33 | 15,367.50 | 6,023.17 | 64.5% |
| 101-000-607.215 | DNA ASSESSMENT CO SHARE | 1,491.13 | 2,080.48 | 1,294.39 | 1,561.01 | 266.62 | 20.6% |
| 101-000-607.301 | DNA ASSESSMENT SHERIFF | 2,397.40 | 3,321.57 | 3,236.12 | 3,902.56 | 666.44 | 20.6% |

| GL NUMBER | DESCRIPTION | BALANCE AS OF 12/31/2018 | BALANCE AS OF 12/31/2019 | BALANCE AS OF 12/31/2020 | BALANCE AS OF 12/31/2021 | 2020-2021 Amount Change | Percent Change |
|-----------------|---------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|----------------------------|-------------------|
| 101-000-608.136 | INTENSIVE PROBATION FEES | 26,075.00 | 13,350.00 | 325.00 | 1,345.00 | 1,020.00 | 313.8% |
| 101-000-608.215 | BENCH WARRANT FEE | 6,416.36 | 6,448.23 | 2,549.87 | 2,016.77 | (533.10) | -20.9% |
| 101-000-608.301 | SEX OFFENDERS REGIST CO SHARE | 2,560.00 | 2,300.00 | 1,170.00 | 1,300.00 | 130.00 | 11.1% |
| 101-000-609.215 | WAIVER-MARRIAGE LICENSE 3 DAY | 820.00 | 695.00 | 1,420.00 | 1,710.00 | 290.00 | 20.4% |
| 101-000-609.301 | DRUG TESTING FEES SHERIFF | 0.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-610.132 | ADMIN FEES/FAMILY DIVISION | 24,487.44 | 16,381.97 | 10,909.89 | 21,921.94 | 11,012.05 | 100.9% |
| 101-000-610.148 | SERVICE FEES-PROBATE COURT | 43,466.75 | 41,430.31 | 33,026.97 | 43,991.25 | 10,964.28 | 33.2% |
| 101-000-611.215 | DBA/CO-PARTNERSHIP - CLERK | 3,860.00 | 3,300.00 | 2,910.00 | 2,900.00 | (10.00) | -0.3% |
| 101-000-612.236 | TRANSFER TAX | 170,456.00 | 154,913.00 | 161,992.60 | 245,476.00 | 83,483.40 | 51.5% |
| 101-000-613.236 | RECORDING FEE | 231,012.00 | 216,042.00 | 221,412.00 | 267,648.00 | 46,236.00 | 20.9% |
| 101-000-614.215 | CLERK FEES | 8,775.70 | 10,489.31 | 4,860.28 | 6,510.06 | 1,649.78 | 33.9% |
| 101-000-614.236 | COPIES - R.O.D | 20,530.00 | 13,274.00 | 3,408.00 | 2,502.00 | (906.00) | -26.6% |
| 101-000-615.215 | SEARCHES - CIRCUIT COURT | 6,114.00 | 6,596.00 | 5,452.00 | 10,049.75 | 4,597.75 | 84.3% |
| 101-000-615.236 | SEARCHES | 70.00 | 45.00 | 5.00 | 85.00 | 80.00 | 1600.0% |
| 101-000-616.215 | MOTION FEES - CIRCUIT COURT | 9,088.52 | 7,772.00 | 5,392.50 | 5,815.00 | 422.50 | 7.8% |
| 101-000-617.132 | FILING FEE-FAMILY DIVISION | 537.00 | 882.00 | 310.00 | 465.00 | 155.00 | 50.0% |
| 101-000-617.215 | JURY/ENTRY/FORENSIC FEES | 14,535.05 | 12,806.50 | 12,115.21 | 13,839.26 | 1,724.05 | 14.2% |
| 101-000-617.253 | BC/BS ADMINISTRATIVE FEE | 1,996.56 | 2,222.33 | 2,500.16 | 2,190.29 | (309.87) | -12.4% |
| 101-000-618.215 | NOTARY BOND FILING FEES | 1,361.00 | 1,338.00 | 851.00 | 864.00 | 13.00 | 1.5% |
| 101-000-618.253 | NOTARY FEES COUNTY TREASURER | 145.00 | 245.00 | 75.00 | 170.00 | 95.00 | 126.7% |
| 101-000-618.301 | MORTGAGE SALES | 3,382.00 | 2,556.00 | 900.00 | 650.00 | (250.00) | -27.8% |
| 101-000-619.136 | CIVIL FEES-DISTRICT COURT | 161,251.45 | 167,459.42 | 125,403.26 | 134,983.26 | 9,580.00 | 7.6% |
| 101-000-619.301 | DRUG TESTING SHERIFF FEE | 11,655.00 | 9,610.00 | 1,420.00 | 70.00 | (1,350.00) | -95.1% |
| 101-000-620.132 | COLLECTION FEES/FAMILY DIV | 4,833.41 | 4,196.97 | 2,812.96 | 1,889.37 | (923.59) | -32.8% |
| 101-000-620.215 | LATE FEES | 786.20 | 279.50 | 1,511.47 | 732.94 | (778.53) | -51.5% |
| 101-000-620.722 | AIRPORT ZONING APPLICATION FEES | 0.00 | 9,500.00 | 0.00 | 400.00 | 400.00 | 100.0% |
| 101-000-621.215 | COURT FEES CIRCUIT COURT | 395.00 | 555.00 | 285.00 | 325.00 | 40.00 | 14.0% |
| 101-000-623.215 | FUNERAL HOME CORRECTIONS | 26.33 | 25.50 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-624.215 | VICTIMS RIGHTS ADMIN FEE | 3,556.35 | 4,233.72 | 3,231.20 | 3,667.70 | 436.50 | 13.5% |
| 101-000-624.253 | TAX CERTIFICATIONS | 7,272.00 | 7,445.00 | 7,641.00 | 9,625.00 | 1,984.00 | 26.0% |
| 101-000-624.648 | MEDICAL EXAMINER FEES | 2,450.00 | 1,726.14 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-625.215 | VOTER REGIST. PROCESSING | 422.76 | 592.18 | 197.81 | 535.64 | 337.83 | 170.8% |
| 101-000-625.236 | CO SHARE OF MSSR FEE | 616.56 | 785.16 | 628.14 | 643.14 | 15.00 | 2.4% |
| 101-000-625.253 | TAX SEARCHES | 0.00 | 74.00 | 269.00 | 1,529.00 | 1,260.00 | 468.4% |
| 101-000-626.225 | TAX ADMINISTRATION-FEES | 53,907.61 | 49,912.19 | 43,713.51 | 22,471.25 | (21,242.26) | -48.6% |
| 101-000-626.253 | INHERITANCE TAX FEES | 0.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-626.259 | IS SERVICE COMPUTERS | 2,319.12 | 1,601.19 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-626.352 | WORK CREW CHARGE FOR SVCS | 1,480.00 | 2,828.13 | 620.00 | 0.00 | (620.00) | -100.0% |
| 101-000-627.259 | IS WEB SERVICE | 1,000.00 | 2,000.00 | 500.00 | 0.00 | (500.00) | -100.0% |
| 101-000-628.301 | D.O.C. DETAINER | 19,231.25 | 20,166.47 | 4,099.97 | 3,290.00 | (809.97) | -19.8% |

| GL NUMBER | DESCRIPTION | BALANCE | BALANCE | BALANCE | BALANCE | 2020-2021 Amount Change | Percent Change |
|-----------------|----------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------------|-------------------|
| | | AS OF 12/31/2018 | AS OF 12/31/2019 | AS OF 12/31/2020 | AS OF 12/31/2021 | | |
| 101-000-629.253 | SALES | 2,467.85 | 2,183.45 | 401.30 | 1,842.00 | 1,440.70 | 359.0% |
| 101-000-630.301 | FORECLOSURE ADJOURNMENT POSTINGS | 2,398.00 | 1,200.00 | 2,254.00 | 1,262.00 | (992.00) | -44.0% |
| 101-000-631.301 | REPORT COPIES | 84.45 | 260.00 | 40.00 | 45.21 | 5.21 | 13.0% |
| 101-000-633.301 | BOAT LIVERY INSPECTION | 26.00 | 60.00 | 10.00 | 60.00 | 50.00 | 500.0% |
| 101-000-634.301 | DIVERTED FELON PROGRAM | 131,255.00 | 128,235.00 | 47,620.00 | 99,960.00 | 52,340.00 | 109.9% |
| 101-000-635.301 | INMATE PHONE REVENUES | 40,536.57 | 39,778.29 | 39,788.10 | 53,318.13 | 13,530.03 | 34.0% |
| 101-000-636.301 | CHARGE TO PRISONERS | 41,806.12 | 43,185.28 | 31,123.44 | 37,016.66 | 5,893.22 | 18.9% |
| 101-000-637.301 | SHERIFF DAY REPORT | 9,751.06 | 98.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-637.352 | DAY REPORT (PA 511) | 407.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-638.301 | WORK RELEASE | 20,998.40 | 41,807.25 | 36,614.20 | 22,340.00 | (14,274.20) | -39.0% |
| 101-000-640.259 | PROPERTY TAX EXPORT | 5,844.30 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-642.236 | ROD ONLINE COPY FEES | 48,563.25 | 44,746.50 | 55,202.25 | 63,053.81 | 7,851.56 | 14.2% |
| 101-000-642.301 | WEAPON SALES-JAIL | 0.00 | 0.00 | 881.00 | 4,598.50 | 3,717.50 | 422.0% |
| 101-000-644.191 | ELECTION PROGRAMMING | 0.00 | 0.00 | 58,796.60 | 0.00 | (58,796.60) | -100.0% |
| 101-000-645.236 | ROD POSTAGE FEES | 466.75 | 401.55 | 136.25 | 241.83 | 105.58 | 77.5% |
| 101-000-646.259 | SALE OF COMPUTER EQUIP | 20.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-646.301 | AUCTION SALE | 220.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-646.331 | AUCTION SALES-MARINE | 500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-647.301 | CANTEEN SALES | 50,562.64 | 41,752.08 | 33,124.28 | 47,845.45 | 14,721.17 | 44.4% |
| 101-000-655.253 | BOND FORFEITURES-TREASURER | 11,315.00 | 10,690.00 | 15,405.00 | 10,410.00 | (4,995.00) | -32.4% |
| 101-000-656.136 | BOND FORFEITURES-DIST. COURT | 40,990.30 | 36,213.06 | 30,318.93 | 24,374.39 | (5,944.54) | -19.6% |
| 101-000-657.136 | ORDINANCE FINES DISTRICT COURT | 15,207.02 | 13,178.75 | 6,156.49 | 8,227.12 | 2,070.63 | 33.6% |
| 101-000-657.137 | ORDINANCE FINES MAGISTRATE | 0.00 | 51.61 | 66.00 | (29.70) | (95.70) | -145.0% |
| 101-000-658.253 | RETURN CHECK CHARGE | 161.50 | 200.00 | 325.00 | 125.00 | (200.00) | -61.5% |
| 101-000-659.136 | WARRANT FEES-DISTRICT COURT | 16,671.40 | 16,290.38 | 8,858.92 | 8,942.33 | 83.41 | 0.9% |
| 101-000-664.253 | INTEREST SUMMER TAX COLLECTIONS | 50,457.47 | 29,143.41 | 30,413.53 | 26,182.06 | (4,231.47) | -13.9% |
| 101-000-665.253 | INTEREST EARNINGS | 43,967.76 | 54,887.30 | 53,781.92 | 67,666.87 | 13,884.95 | 25.8% |
| 101-000-667.253 | THUMB CELLULAR TOWER RENT | 4,978.53 | 5,558.36 | 4,851.25 | 5,440.14 | 588.89 | 12.1% |
| 101-000-667.301 | RENT-SHERIFF | (5.06) | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-667.369 | RENT ON COUNTY FARM | 9,564.80 | 7,840.00 | 7,840.00 | 7,840.00 | 0.00 | 0.0% |
| 101-000-668.253 | LEASE PAYMENT HUMAN SVCS | 304,706.64 | 332,491.44 | 332,491.44 | 332,491.44 | 0.00 | 0.0% |
| 101-000-672.333 | INDIRECT REVENUE-SECONDARY ROAD | 0.00 | 0.00 | 0.00 | 3,379.80 | 3,379.80 | 100.0% |
| 101-000-674.254 | REIMB TNU (LOCAL FUNDS) | 11,152.53 | 11,129.94 | 10,565.27 | 7,954.27 | (2,611.00) | -24.7% |
| 101-000-674.301 | REIMBURSEMENTS-FOC WARRANTS | 298.71 | 631.19 | 566.60 | 191.89 | (374.71) | -66.1% |
| 101-000-674.331 | CONTRIBUTIONS MARINE PROGRAM | 300.00 | 149.48 | 243.03 | 300.00 | 56.97 | 23.4% |
| 101-000-676.060 | DRAIN RESTITUTION-EMBEZZLEMENT | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-676.130 | REIMB MENTAL HEALTH EVALUATIONS | 200.00 | 155.00 | 45.00 | 2,000.00 | 1,955.00 | 4344.4% |
| 101-000-676.132 | REIMB COUNSELING CIRCUIT/FAMILY | 0.00 | 0.00 | 0.00 | 96.00 | 96.00 | 100.0% |
| 101-000-676.191 | STATE REIMB/ELECTIONS | 0.00 | 0.00 | 23,655.27 | 0.00 | (23,655.27) | -100.0% |
| 101-000-676.215 | REIMBURSEMENTS-G A L ATTNY FEE | 22,496.11 | 18,746.15 | 16,935.19 | 16,349.56 | (585.63) | -3.5% |
| 101-000-676.225 | REIMB SPONSORED EDUCATION | 0.00 | 0.00 | 0.00 | 1,100.09 | 1,100.09 | 100.0% |

| GL NUMBER | DESCRIPTION | BALANCE | BALANCE | BALANCE | BALANCE | 2020-2021 Amount Change | Percent Change |
|--------------------------|-------------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------------|-------------------|
| | | AS OF 12/31/2018 | AS OF 12/31/2019 | AS OF 12/31/2020 | AS OF 12/31/2021 | | |
| 101-000-676.227 | REIMB CITY OF CARO CONTRACT | 29,080.92 | 29,092.93 | 29,248.61 | 29,376.99 | 128.38 | 0.4% |
| 101-000-676.229 | REIMBURSEMENTS PROSECUTOR | 1,030.20 | 1,727.42 | 3,204.68 | 1,327.50 | (1,877.18) | -58.6% |
| 101-000-676.253 | REIMBURSEMENTS-TREASURER | 5,608.71 | 5,967.12 | 223.13 | 2,584.44 | 2,361.31 | 1058.3% |
| 101-000-676.259 | IT REIMBURSEMENTS | 597.48 | 0.00 | 0.00 | 86.62 | 86.62 | 100.0% |
| 101-000-676.260 | REIMB COURT APT ATTY FEE/MIDC | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-676.301 | REIMBURSEMENTS-SHERIFF | 17,076.58 | 24,526.60 | 4,539.01 | 42,458.49 | 37,919.48 | 835.4% |
| 101-000-676.306 | REIMB WEIGH MASTER SVCS | 78,927.83 | 74,169.76 | 101,977.09 | 89,758.47 | (12,218.62) | -12.0% |
| 101-000-676.648 | REIMBURSEMENTS-MED.EXAMINER | 800.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-677.191 | REIMB - SCHOOL ELECTION COST | 16,033.75 | 15,114.48 | 0.00 | 5,747.00 | 5,747.00 | 100.0% |
| 101-000-677.215 | REIMB CRT APPT ATTY FEES | 2,946.50 | 4,767.87 | 1,860.47 | 2,235.56 | 375.09 | 20.2% |
| 101-000-677.301 | REIMB MED SVCS SHERIFF | 17,146.22 | 15,500.52 | 13,500.00 | 16,803.08 | 3,303.08 | 24.5% |
| 101-000-678.132 | STATE TAX LEIN FEE | 6.00 | 6.00 | 12.00 | 12.00 | 0.00 | 0.0% |
| 101-000-678.191 | REIMB-TWP ELECTION SUPPLIES | 9,574.09 | 8,002.43 | 29,981.35 | 747.31 | (29,234.04) | -97.5% |
| 101-000-679.301 | ICS REIMBURSEMENTS | 0.00 | 7,567.98 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-683.253 | REIMB COURT ADMIN SVCS | 0.00 | 0.00 | 2,376.00 | 0.00 | (2,376.00) | -100.0% |
| 101-000-691.301 | SHERIFF MISC REVENUE | 249.26 | 1,903.64 | 1,190.36 | 665.55 | (524.81) | -44.1% |
| 101-000-694.130 | CASH OVER/SHORT UNIFIED CRT | (100.00) | (20.00) | 0.00 | (100.00) | (100.00) | -100.0% |
| 101-000-694.215 | CASH-OVER/SHORT | 70.00 | 11.00 | 1.00 | 28.01 | 27.01 | 2701.0% |
| 101-000-694.253 | CASH-OVER/SHORT | 74.30 | 6.62 | 232.72 | 291.40 | 58.68 | 25.2% |
| 101-000-698.292 | INDIRECT COST 10% ADMIN PYMT CCF | 133,869.06 | 81,286.19 | 51,549.21 | 33,573.13 | (17,976.08) | -34.9% |
| 101-000-699.020 | HEALTH DEPT LEASE | 85,676.04 | 78,536.37 | 85,676.04 | 85,676.04 | 0.00 | 0.0% |
| 101-000-699.207 | ROAD PATROL INDIRECT COSTS | 57,458.00 | 64,423.00 | 68,368.00 | 91,105.00 | 22,737.00 | 33.3% |
| 101-000-699.215 | INDIRECT COST - FOC | 205,675.00 | 210,896.00 | 170,685.00 | 210,464.00 | 39,779.00 | 23.3% |
| 101-000-699.218 | INDIRECT COSTS - DISPATCH FUND | 78,784.00 | 88,756.00 | 94,241.00 | 98,930.00 | 4,689.00 | 5.0% |
| 101-000-699.221 | INDIRECT COST - HEALTH DEPT | 8,311.00 | 8,477.00 | 10,578.00 | 12,627.00 | 2,049.00 | 19.4% |
| 101-000-699.230 | INDIRECT COSTS-RECYCLING | 38,938.00 | 39,908.00 | 42,573.00 | 33,968.00 | (8,605.00) | -20.2% |
| 101-000-699.240 | INDIRECT COST - MOSQUITO | 61,901.00 | 71,873.00 | 84,295.00 | 93,478.00 | 9,183.00 | 10.9% |
| 101-000-699.244 | TRANSFER IN EQUIPT/CO ALLOCATION | 0.00 | 5,217.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-699.251 | TRANSFER IN PRINCIPAL EXEMPTION | 33,788.49 | 12,890.00 | 12,890.00 | 12,890.00 | 0.00 | 0.0% |
| 101-000-699.255 | INDIRECT COST - VOCA FUND | 0.00 | 5,109.00 | 13,408.00 | 7,405.00 | (6,003.00) | -44.8% |
| 101-000-699.279 | INDIRECT COST VOTED MSU | 762.00 | 1,182.00 | 1,408.00 | 1,140.00 | (268.00) | -19.0% |
| 101-000-699.292 | INDIRECT COST CHILD CARE FUND | 12,743.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-699.295 | INDIRECT COST VOTED VET | 5,842.00 | 6,747.00 | 8,482.00 | 9,283.00 | 801.00 | 9.4% |
| 101-000-699.297 | INDIRECT COST - SENIOR CITIZENS FND | 4,318.00 | 4,943.00 | 7,197.00 | 8,697.00 | 1,500.00 | 20.8% |
| 101-000-699.298 | INDIRECT COST - MEDICAL CARE FAC | 1,309.00 | 1,495.00 | 1,452.00 | 1,973.00 | 521.00 | 35.9% |
| 101-000-699.441 | INDIRECT COST-BLDG CODES | 24,996.00 | 24,996.00 | 24,996.00 | 18,747.00 | (6,249.00) | -25.0% |
| 101-000-699.532 | TRANSFER IN - TAX FORECLOSURE | 79,288.00 | 108,862.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 101-000-699.626 | TRANSFER IN REVOLVING TAX FUND | 777,375.00 | 854,000.00 | 778,489.47 | 497,179.00 | (281,310.47) | -36.1% |
| 101-000-699.701 | TRANSFER IN UNRECONCILED T&A | 290.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Total Dept 000 - CONTROL | | 13,706,730.12 | 13,875,125.62 | 13,633,648.29 | 14,227,594.41 | | |
| Fund 101 - GENERAL FUND: | | | | | | | |
| TOTAL REVENUES | | 13,706,730.12 | 13,875,125.62 | 13,633,648.29 | 14,227,594.41 | | |

2021 All Funds Unaudited Fund Balances 2022 Estimated Available

| Fund | Fund Name | 2021 Ending Fund Balance Un-Audited | 2022 Estimated Revenue and Transfers In | 2022 Estimated Expenditures and Transfers Out | 2022 Estimated Ending Fund Balance |
|------------------------------|--|--|--|--|---|
| General Fund | | | | | |
| 101 | Nonspendable | 1,237,333 | | | 1,498,120 |
| | Restricted | - | | | - |
| | Committed | 5,000 | | | 5,000 |
| | Assigned | 1,829,300 | | | 1,730,000 |
| | Unassigned | 63,251 | | | 83,000 |
| | Total General Fund | 3,134,884 | 14,193,000 | 14,193,000 | 3,316,120 |
| Special Revenue Funds | | | | | |
| 207 | <i>Voted Road Patrol</i> | 1,725,837 | 2,843,765 | 2,863,987 | 1,705,615 |
| 208 | County Parks & Recreation | 14,154 | 27,600 | 26,100 | 15,654 |
| 213 | Arbela Township Police Services | 0 | 95,237 | 95,237 | 0 |
| 214 | <i>Voted Primary Road Improvement</i> | 433,425 | 1,978,287 | 358,342 | 2,053,370 |
| 215 | Friend of the Court | 26,582 | 1,006,907 | 1,033,489 | 0 |
| 216 | Family Counseling | 70,672 | 9,000 | 2,000 | 77,672 |
| 218 | Dispatch/911 | 974,957 | 1,259,850 | 1,373,291 | 861,516 |
| 221 | Health Department | 2,472,644 | 4,716,818 | 4,718,346 | 2,471,116 |
| 224 | Regional DWI Court Grant | 132,511 | 251,700 | 262,629 | 121,582 |
| 225 | Vassar Township Police Services | 0 | 94,667 | 94,667 | 0 |
| 230 | <i>Recycling</i> | 142,281 | 359,772 | 320,023 | 182,030 |
| 232 | Millington Township Police Services | 0 | 189,610 | 189,610 | 0 |
| 233 | New Mental Health Grant for Courts | 0 | 56,180 | 53,543 | 2,637 |
| 236 | Victim Services | 0 | 94,426 | 93,266 | 1,160 |
| 239 | Animal Shelter | 68 | 326,850 | 326,618 | 300 |
| 240 | <i>Voted Mosquito Abatement</i> | 723,879 | 1,293,242 | 981,238 | 1,035,883 |
| 244 | Equipment Fund | 478,643 | 250,000 | 407,882 | 320,761 |
| 246 | County Veteran Service Grant | 45,433 | 80,610 | 80,610 | 45,433 |
| 249 | Building Inspection Fund | 8,987 | 350,000 | 350,000 | 8,987 |
| 250 | CDBG Housing Program Income | 58,560 | 40,000 | 60,000 | 38,560 |
| 251 | Principal Residence Exemption | 27,003 | 83,500 | 62,890 | 47,613 |
| 252 | Remonumentation | 0 | \$57,440 | \$57,440 | 0 |
| 255 | Victim of Crime Act Grant | 2,697 | 91,870 | 91,870 | 2,697 |
| 256 | Register of Deeds Automation | 99,864 | 52,450 | 51,350 | 100,964 |
| 258 | Geographic Information Systems | 178,764 | 107,100 | 95,913 | 189,951 |
| 260 | Managed Assigned Council | 51,904 | 1,501,036 | 1,501,036 | 51,904 |
| 261 | Homeland Security | 0 | 60,000 | 60,000 | 0 |
| 263 | Concealed Pistol Licensing | 161,616 | 48,200 | 24,160 | 185,656 |
| 265 | Corrections Officer Training | 14,033 | 11,200 | 13,700 | 11,533 |
| 266 | Forfeiture Sheriff/Prosecutor/Crime Victim | 281,414 | 5,000 | 5,000 | 281,414 |

| Fund | Fund Name | 2021 Ending Fund Balance Un-Audited | 2022 Estimated Revenue and Transfers In | 2022 Estimated Expenditures and Transfers Out | 2022 Estimated Ending Fund Balance |
|-------------------------------|------------------------------------|-------------------------------------|---|---|------------------------------------|
| 269 | Law Library | 36,598 | 6,500 | 6,500 | 36,598 |
| 270 | American Rescue Plan (ARPA) | 4,999,189 | 5,005,000 | 398,910 | 9,605,279 |
| 273 | Coronavirus Emgcy Supp Funding | 4,069 | 54,100 | 54,100 | 4,069 |
| 279 | Voted MSU-Extension | 43,312 | 204,435 | 181,627 | 66,120 |
| 282 | CARES Act | 110 | 0 | 110 | 0 |
| 285 | Michigan Justice Training | 6,742 | 4,000 | 4,000 | 6,742 |
| 288 | Human Services Child Care | 370,641 | 188,950 | 332,900 | 226,691 |
| 292 | Child Care Probate Juvenile | 171,855 | 798,950 | 770,760 | 200,045 |
| 293 | Soldiers Relief | 56,727 | 0 | 25,000 | 31,727 |
| 295 | Voted Veterans | 86,178 | 348,098 | 363,914 | 70,362 |
| 296 | Voted Bridge | 1,433,056 | 985,753 | 872,528 | 1,546,281 |
| 297 | Voted Senior Citizens | 155,341 | 654,548 | 669,240 | 140,649 |
| 298 | Voted Medical Care Facility | 1,305,323 | 518,585 | 978,775 | 845,133 |
| | Special Revenue Funds Total | 16,795,069 | 26,111,236 | 20,312,601 | 22,593,704 |
| Debt Service Funds | | | | | |
| 352 | Pension Bonds | 4,741 | 474,746 | 479,487 | 0 |
| 353 | Pension Bond Health Department | 57 | 188,418 | 188,475 | 0 |
| 374 | Purdy Building Debt | 0 | 76,593 | 76,593 | 0 |
| 375 | Caro Sewer System | 0 | 422,853 | 422,853 | 0 |
| 379 | Mayville Storm Sewer | 0 | 78,850 | 78,850 | 0 |
| 385 | Denmark Sewer System (Old) | 0 | 103,172 | 103,172 | 0 |
| 387 | Wisner Water | 0 | 154,644 | 154,644 | 0 |
| | Debt Service Funds Total | 4,798 | 1,499,276 | 1,504,074 | 0 |
| Capital Project Funds | | | | | |
| 470 | State Police Capital Expenditures | 166,390 | 40,500 | 10,000 | 196,890 |
| 483 | Capital Improvements Fund | 1,961,177 | 0 | 363,100 | 1,598,077 |
| 488 | Jail Capital Improvement Fund | 989,481 | 3,000 | 0 | 992,481 |
| | Capital Project Funds Total | 3,117,048 | 43,500 | 373,100 | 2,787,448 |
| Internal Service Funds | | | | | |
| 676 | Motor Pool (Child Care Vehicle) | 22,628 | 5,000 | 25,000 | 2,628 |
| 677 | Workers Compensation | 21,159 | 220,000 | 200,000 | 41,159 |
| 678 | Health Insurance | 842,165 | 3,320,000 | 3,400,000 | 762,165 |
| | Other Funds Total | 885,952 | 3,545,000 | 3,625,000 | 805,952 |
| Proprietary Funds | | | | | |
| 291 | Medical Care Facility | 6,681,823 | 23,486,989 | 23,835,387 | 6,333,425 |
| 532 | Tax Foreclosure Fund | 1,861,089 | 400,000 | 629,955 | 1,631,134 |

| Fund | Fund Name | 2021 Ending Fund Balance Un-Audited | 2022 Estimated Revenue and Transfers In | 2022 Estimated Expenditures and Transfers Out | 2022 Estimated Ending Fund Balance |
|------|--------------------------------|-------------------------------------|---|---|------------------------------------|
| 626 | Combined Revolving Tax Fund | \$5,661,924 | \$675,240 | \$675,408 | 5,661,756 |
| | Proprietary Funds Total | 14,204,836 | 24,562,229 | 25,140,750 | 13,626,315 |
| | | | | | |
| | Total All Funds | \$38,142,587 | \$69,954,241 | \$65,148,525 | \$43,129,539 |

| Voted Funds Audited/Unaudited Fund Balances | | | | | | | | |
|---|---------------------------------------|----------------------------------|---|---|------------------------------------|--|----------------------------------|------------------------------------|
| Fund | Fund Name | 2020 Ending Fund Balance Audited | 2021 Estimated Revenue and Transfers In | 2021 Estimated Expenditures and Transfers Out | 2021 Estimated Ending Fund Balance | 2022 Available UNRESERVED Beginning Fund Balance | 2022 Beginning Reserved for Wind | 2022 Estimated Tax (Includes Wind) |
| General Fund | | | | | | | | |
| 101 | Nonspendable | 976,546 | | | 1,237,333 | | | |
| | Restricted | - | | | - | | | |
| | Committed | 5,000 | | | 5,000 | | | |
| | Assigned | 1,852,696 | | | 1,829,300 | - | | |
| | Unassigned | 121,217 | | | 63,251 | 63,251 | 1,237,333 | |
| | Total General Fund | 2,955,459 | 14,227,594 | 14,048,169 | 3,134,884 | | | 7,896,117 |
| Special Revenue Funds | | | | | | | | |
| 207 | <i>Voted Road Patrol</i> | <i>1,333,949</i> | <i>2,757,158</i> | <i>2,365,270</i> | <i>1,725,837</i> | <i>1,405,570</i> | <i>320,267</i> | |
| | | | | | | | | <i>2,716,310</i> |
| 214 | <i>Voted Primary Road Improvement</i> | <i>229,893</i> | <i>1,925,563</i> | <i>1,722,031</i> | <i>433,425</i> | <i>192,489</i> | <i>240,936</i> | |
| | | | | | | | | <i>1,972,287</i> |
| 230 | <i>Voted Recycling</i> | <i>62,007</i> | <i>429,369</i> | <i>349,095</i> | <i>142,281</i> | <i>104,857</i> | <i>37,424</i> | |
| | | | | | | | | <i>305,362</i> |
| 240 | <i>Voted Mosquito Abatement</i> | <i>564,262</i> | <i>1,264,606</i> | <i>1,104,989</i> | <i>723,879</i> | <i>566,298</i> | <i>157,581</i> | |
| | | | | | | | | <i>1,289,942</i> |
| 279 | <i>Voted MSU-Extension</i> | <i>17</i> | <i>198,910</i> | <i>155,615</i> | <i>43,312</i> | <i>18,362</i> | <i>24,950</i> | |
| | | | | | | | | <i>204,235</i> |
| 295 | <i>Voted Veterans</i> | <i>66,991</i> | <i>338,640</i> | <i>319,453</i> | <i>86,178</i> | <i>43,763</i> | <i>42,415</i> | |
| | | | | | | | | <i>347,198</i> |
| 296 | <i>Voted Bridge</i> | <i>1,541,197</i> | <i>957,909</i> | <i>1,066,050</i> | <i>1,433,056</i> | <i>1,313,124</i> | <i>119,932</i> | |
| | | | | | | | | <i>981,753</i> |
| 297 | <i>Voted Senior Citizens</i> | <i>152,638</i> | <i>636,946</i> | <i>634,243</i> | <i>155,341</i> | <i>78,730</i> | <i>76,611</i> | |
| | | | | | | | | <i>653,548</i> |
| 298 | <i>Voted Medical Care Facility</i> | <i>989,529</i> | <i>501,856</i> | <i>186,063</i> | <i>1,305,322</i> | <i>1,242,948</i> | <i>62,374</i> | |
| | | | | | | | | <i>496,724</i> |
| | Special Revenue Funds Total | 4,940,483 | 9,010,957 | 7,902,809 | 6,048,631 | 4,966,141 | 1,082,490 | |
| | | | | | | | | 8,967,359 |
| | Total All Funds | \$7,895,942 | \$23,238,551 | \$21,950,978 | \$9,183,515 | \$5,029,392 | \$2,319,823 | |

TUSCOLA COUNTY GOVERNMENT WIND TURBINE REVENUE 2013-2021

| Wind Turbine Revenue by Category | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | Nine Year Total |
|---------------------------------------|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| General Operations | \$383,161 | \$721,120 | \$1,247,050 | \$1,166,396 | \$1,177,324 | \$1,076,413 | \$1,163,934 | \$1,507,162 | \$1,556,211 | \$9,998,771 |
| Sheriff Police Services (Road Patrol) | \$0 | \$82,105 | \$165,786 | \$299,680 | \$287,985 | \$400,051 | \$365,762 | \$403,208 | \$512,129 | \$2,516,705 |
| Primary Road Improvements | \$0 | \$88,099 | \$177,887 | \$321,556 | \$309,007 | \$290,473 | \$265,575 | \$292,765 | \$371,851 | \$2,117,214 |
| Recycling | \$0 | \$13,685 | \$27,631 | \$49,946 | \$47,997 | \$45,118 | \$41,251 | \$45,474 | \$57,758 | \$328,860 |
| Mosquito Control Programs | \$0 | \$57,620 | \$116,344 | \$210,308 | \$202,100 | \$189,979 | \$173,695 | \$191,477 | \$243,203 | \$1,384,726 |
| MSU-Extension | \$0 | \$0 | \$0 | \$0 | \$31,998 | \$30,079 | \$27,501 | \$30,316 | \$38,506 | \$158,400 |
| Veterans Service Needs | \$0 | \$0 | \$0 | \$56,606 | \$54,396 | \$51,134 | \$46,751 | \$51,537 | \$65,459 | \$325,883 |
| Bridge Repair and Replacement | \$0 | \$43,853 | \$88,548 | \$160,062 | \$153,815 | \$144,589 | \$132,196 | \$145,730 | \$185,097 | \$1,053,891 |
| Senior Citizen Programs/Needs | \$0 | \$18,246 | \$36,841 | \$66,596 | \$63,997 | \$96,252 | \$88,002 | \$97,012 | \$123,318 | \$590,264 |
| Medical Care Facility Operating | \$0 | \$22,807 | \$46,051 | \$83,244 | \$79,995 | \$75,197 | \$68,752 | \$75,791 | \$96,264 | \$548,101 |
| Medical Care Facility Debt | \$0 | \$91,228 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$91,228 |
| Total County | \$383,161 | \$1,138,763 | \$1,906,138 | \$2,414,394 | \$2,408,614 | \$2,399,285 | \$2,373,420 | \$2,840,472 | \$3,249,796 | \$19,114,042 |

\$417,643 \$659,088 \$1,247,998 \$1,231,290 \$1,322,872 \$1,209,486 \$1,333,310 \$1,693,585

