



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, February 23, 2023 – 8:00 AM

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

Public may participate in the meeting electronically:

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Vaughan
Prayer - Commissioner Lutz
Pledge of Allegiance - Commissioner Koch
Roll Call - Clerk Fetting

Page

Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 6 - 16
[Board of Commissioners - 09 Feb 2023 - Minutes - Pdf](#)
[Committee - 14 Feb 2023 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda

NONE

New Business

1. Fiscal Year 2024 Community Corrections Grant Update - David L. Stevens, Community Corrections Coordinator Thumb Area Regional Community Corrections
2. Staff Attorney Position - Geoffrey J.M. Stuart , MIDC Administrator 17 - 18
[Recommendation to Hire Attorney Nicholas Tselepis to the Tuscola County Indigent Counsel Office](#)

	<u>Motion 2022-M-098 Approving Staff Attorney Position</u>	
3.	Annual Senior Citizen Dinner Dance Request for Additional Funding - Jerry Gamm, Chairman of the Council on Aging <u>Council on Aging Funds Request</u> <u>2023 Voted Senior Citizens Fund (297)</u>	19 - 21
4.	Homeland Security Project Purchase - Deputy Steven Anderson, Emergency Manager <u>Motorola Solutions Quote</u>	22 - 25
5.	Courthouse Security X-Ray Maintenance Service Renewal - Deputy Steven Anderson, Emergency Manager. <u>Tuscola County 2023 Select Proposal</u> <u>2023 Courthouse Security</u>	26 - 34
6.	2023 District Court Document Imaging Potential Savings - Eean Lee, Chief Information Officer <u>Tuscola County - SOW 14076 R2 - District Court Implementation_Final</u> <u>2023 Equipment-Tech Budget</u>	35 - 60
7.	Prosecutors' Office Part-Time Position	
8.	Vanderbilt Park Roads and Property Issues - Discussion and Direction to Potentially Engage Legal Counsel	
9.	Region VII Area Agency on Aging Advisory Council - Jodi Fetting, County Clerk <u>Region VII Appointment - February 23rd BOC Agenda Item</u>	61
10.	Bid Opening for Seal Coating for the Michigan State Police Parking Lot - Mike Miller, Director of Building and Grounds	
11.	Proposed Resolution 2023-02 Honoring Michigan Association of Counties (MAC) 125th Anniversary <u>Resolution 2023-02 Honoring MAC 125th Anniversary</u>	62 - 63

Old Business

Correspondence/Resolutions

1.	<u>Akron Township Tax Abatement Request</u>	64 - 66
2.	<u>Cheboygan County Resolution 2023-04 MAC 125th Anniversary</u>	67 - 68
3.	<u>Mackinac County Resolution MAC 125th Anniversary</u>	69 - 70
4.	<u>Legislative Update 2-10-23 - The Michigan Association of Counties</u>	71 - 78
5.	<u>Legislative Update 2-17-23 - The Michigan Association of Counties</u>	79 - 81

Commissioner Liaison Committee Reports

Bardwell

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
MAC Finance Committee
TRIAD
Local Units of Government Activity Report

Young

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
MAC Agricultural/Tourism Committee
Region VII Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

Vaughan

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Lutz

Board of Health
Community Corrections Advisory Board
Department of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report
Human Development Commission Board of Directors Liaison

Koch

Behavioral Health Systems Board
Recycling Advisory
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting, please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, February 9, 2023

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

Commissioner Vaughan called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, February 9, 2023, to order at 8:00 AM local time.

Prayer - Commissioner Koch

Pledge of Allegiance - Commissioner Vaughan

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Marie Swick, Cindy McKinney-Volz, Kate Curtis, Judge Jason Bitzer, Sheriff Glen Skrent, Steve Anderson, Ken Dunton, Pam Shook

Also Present Virtual: Rachel Adam, Tuscola GOP, Tracy Violet, Shirley Schaefer, Mark Haney, Treasurer Ashley Bennett, Angie Daniels, Cody Horton, Christy Poulos, Debbie Babich, Renee Francisco, Tim Green, Barry Lapp, Mitchell Holmes, Amanda Ertman, Mary Drier, Dara Hood, Matt Brown, Steve Root, Kim Brinkman, Mark Ransford, Sheriff Glen Skrent, Jon Ramirez

At 8:09 a.m., there were a total of 20 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2023-M-023

Motion by Matt Koch, seconded by Thomas Young to adopt the agenda as presented.
Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2023-M-024

Motion by Thomas Young, seconded by Bill Lutz to adopt the meeting minutes from the January 26, 2023 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

-Kate Curtis addressed the Board regarding the manner in which budget requests are presented and considered by the Board.

Consent Agenda

2023-M-025

Motion by Bill Lutz, seconded by Thomas Young that the Consent Agenda Minutes and Consent Agenda Items from the February 6, 2023 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Proposed General Fund Health Insurance Budget Adjustments -

Move to amend the budgeted health insurance line items within the General Fund that reflect changes after open enrollment:

Decrease: 101-711 \$53,000.00
 130-711 \$16,383.00
 215-711 \$17,800.00
 229-711 \$43,200.00
 253-711 \$5,198.00
 265-711 \$17,600.00

Increase: 230-711 \$53,400.00
 303-711 \$17,800.00
 304-711 \$10,000.00

Also, budget for health insurance incentive for those not taking the health insurance:

Increase: 101-703-020 \$4,000.00
 130-704-020 \$1,200.00
 229-704-020 \$2,000.00
 236-704-020 \$2,000.00
 253-704-020 \$240.00
 265-704-020 \$2,000.00
 304-704-020 \$6,000.00

Surplus offset of \$54,541.00 will be moved to the General Fund Contingency 101-890-965-000.

New Business

1. Prosecutor's Office Potential Restructure -

2023-M-026

Motion by Bill Lutz, seconded by Thomas Young that per the request from Prosecutor Mark Reene to approve the part-time position of Secretary II Victim Advocate be authorized at the rate of \$18.15 per hour, Step 4 on the union scale, for up to 22.5 hours per week. Position to be funded by the Prosecutor's Forfeiture Fund (266). Also, authorize necessary budget amendments through the use of forfeiture fund balance. Motion Carried with Bardwell dissenting.

-Commissioner Bardwell spoke that if rules and procedures are in place the Board should follow those when making decisions.

-Clayette Zechmeister stated that the Board has the authority to adjust the county budget throughout the year even when the request is not made in the budget preparation cycle.

-Commissioner Vaughan spoke as to why he favorably considered the Prosecutor's requests.

-Clerk Fetting addressed the Board regarding a Full-Time employee request in the Clerk's Office during the budget preparation cycle and stated that budget request was not considered as there was not enough funding to support adding any full-time employees to the county budget.

-Commissioner Young expressed that there is an unknown amount of marijuana money coming to the county which could possibly be used to fund the 2023 budget requests that were not adopted.

-Commissioner Koch would like the unfunded request brought to the Board for review and consideration.

2023-M-027

Motion by Matt Koch, seconded by Thomas Bardwell to have all 2023 unfunded budget requests brought back to the Board for consideration and to look at how those requests could be funded. Motion Carried.

2. Prosecutor's Office Manager Position -

2023-M-028

Motion by Bill Lutz, seconded by Matt Koch that per the request from Prosecutor Mark Reene that the non-union salary position of Office Manager for the Prosecutor's Office be approved. Also, promote Robin Neff to this new position effective February 18, 2023 at the Step 1 rate of \$51,951.00 annually. Also, authorize budget amendments through the use of Contingency funds in the amount of \$81,225.00. Additionally, authorization to advertise and refill the vacant budgeted full-time position in the Prosecutor's office that this promotion would leave. Motion Carried with Bardwell dissenting.

-Clerk Fetting thanked the Board for bringing the unfunded 2023 budget requests back to the Board for consideration and for the precedence that was set today in creating a full-time employment position.

-Judge Bitzer spoke to the Board that the uneasiness they are feeling today is not for funding the position but in the manner in which it was done.

-Clerk Fetting stated that the battle for the increase in the Chief Deputy's Salary came with much opposition and debate although this new full-time additional position with a similar salary was adopted with little opposition.

3. Media Release Regarding MV Realty's Homeowner Benefit Program - Marie Swick, Chief Deputy Register (Acting Register of Deeds), explained the scam that is affecting the residents of Tuscola County where a resident unknowingly signs their house over to MV Realty's Homeowner.

4. Annexation Request from Cass City -

2023-M-029

Motion by Matt Koch, seconded by Thomas Young that the Village of Cass City Annexation Public Hearing be scheduled for March 30, 2023 at 9:00 a.m. at the Purdy Building. Motion Carried.

5. Michigan Association of County Clerks (MACC) Training Request for Overnight Accommodations -

2023-M-030

Motion by Matt Koch, seconded by Thomas Young to authorize the Clerk to forgo the Travel Policy's 60-mile radius restriction and to be allowed to stay overnight at the Michigan Association of County Clerk's (MACC) Conference being held February 16-17, 2023 in Bay City, Michigan. Motion Carried.

6. General Appropriations Act Review - Clayette Zechmeister, Controller/Administrator, reviewed the proposed General Appropriations Act.
7. Opioid Distribution Update - Clayette Zechmeister, Controller/Administrator, explained the settlement in the Jansen suit and the distribution payment. The funds received do have to be used for specific purposes.

Old Business

1. Tuscola County Board of Commissioners Board Rules as of March 25, 2021 - Board reviewed the proposed changes to the Board Rules.

2023-M-031

Motion by Matt Koch, seconded by Thomas Young to approve the Tuscola County Board of Commissioners Board Rules as amended with an amendment to Section 5.2 by removing "the attachments" and to Section 5.3 by removing "and/or faxed". Motion Carried.

2. Pump House Demolition Bids for the Parcels -
Director Miller has reviewed the bids that were opened at the Committee of the Whole meeting. Three Contractors met the specifications in the bid and one did not. The one that did not is because of a different solution proposed to securing the pipe that the other Contractors were not given the opportunity to consider.

2023-M-032

Motion by Matt Koch, seconded by Bill Lutz that due to the recent information supplied to the Director of Buildings and Grounds that the bid for demolition at the parcels be rebid with the latest specifications. Motion Carried.

3. Jail Millage Discussion/Direction -
Clerk Fetting reviewed the filing deadlines to move forward to place the millage on the August 8, 2023 ballot.

2023-M-033

Motion by Bill Lutz, seconded by Matt Koch to proceed with the necessary steps to have the County Jail and Sheriff's Facility Millage included on the August 8, 2023 ballot. Motion Carried.

Correspondence/Resolutions

1. Farm Bureau Invitation
2. Legislative Update January 27, 2023 - The Michigan Association of Counties Commissioner Young would like a project list completed that Senator Lauwers requested on Monday for potential funding projects.
3. Legislative Update February 3, 2023 - The Michigan Association of Counties
4. SAFEbuilt Courtesy Reminder of Consumer Price Index (CPI) Rate Increase

Commissioner Liaison Committee Reports

Koch

No Update.

Behavioral Health Systems Board

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

Bardwell

Behavioral Health Systems Board -

A new CEO has not been appointed and there is still a vacancy for a partial-term board member who must be a past or present consumer.

Caro DDA/TIFA

Planning for planting flowers in the Spring in Caro's downtown area is underway.

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

Meeting has been scheduled.

MAC Workers Comp Board

MAC Finance Committee

TRIAD

Local Units of Government Activity Report

Young

Board of Public Works

County Road Commission Liaison

Attended the last meeting and Vanderbilt Park along with Gilmore Road was discussed.

Dispatch Authority Board

Genesee Shiawassee Thumb Works

Great Start Collaborative

Human Services Collaborative Council (HSCC)

MAC Agricultural/Tourism Committee

Region VII Economic Development Planning

Saginaw Bay Coastal Initiative

Senior Services Advisory Council

Tuscola 2020

Local Units of Government Activity Report

Vaughan

Board of Health

Meets next Friday.

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory

Mid-Michigan Mosquito Control Advisory Committee

NACO-Energy, Environment & Land Use

Parks and Recreation Commission

Tuscola County Fair Board Liaison

Local Units of Government Activity Report -

Has received communication from residents regarding the snow plowing in Tuscola County.

Lutz

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Meeting upcoming.

Jail Planning Committee

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

Human Development Commission Board of Directors Liaison

Other Business as Necessary

-Special Building and Grounds meeting has been scheduled for February 14, 2023 at 9:00 a.m. regarding Vanderbilt Park.

At 10:00 a.m., there were a total of 26 participants attending the meeting virtually.

Extended Public Comment

-Kate Curtis questioned how the benefits for the Prosecutor's Office Manager would be paid for as that was not discussed by the Board.

-Kate Curtis addressed Commissioner Vaughan's comments in the meeting regarding the Board approving the Chief Deputy wage increase as he voted no on the salary increases.

-Judge Bitzer stated he was encouraged by comments made by Clerk Fetting, FOC Director Curtis, Commissioner Bardwell and Commissioner Koch and respects each of them because they are advocating for employees.

-Judge Bitzer discussed how procedure and protocol can help to make these tough decisions.

-Judge Bitzer discussed security concerns within the courthouse in relation to action taken by the Board regarding this matter.

-Shirley Schaefer addressed the Board regarding Vassar Township elections and thanked Clerk Fetting, Prosecutor Reene and Sheriff Skrent for meeting with her. She expressed her appreciation of Clerk Fetting and her team for their attention to detail during Vassar Township's Post-Election Audit.

- Clerk Fetting explained the Post-Election Audits completed in Tuscola County were a success with the audit of the Governors' contest verifying the hand-counted results matched exactly to the results reported on Election Night.
- Clerk Fetting welcomed the Commissioners to have a direct conversation with her about needs in the County Clerk's Office.
- Clerk Fetting thanked the Board for implementing the storage space solution.
- Clerk Fetting explained the policy for Proposal 2022-2 has not been released yet by the Bureau of Elections but it is expected to drastically increase the workload on the Clerk's Office as well as the Local Clerk. The changes to auto-expungement will also impact the Clerk's Office.
- Pam Shook stated, as the Vanderbilt Park Manager, she has not been invited to the Special Building and Grounds meeting regarding Vanderbilt Park. Pam addressed her lack of being able to participate at the Parks and Recreation meeting. Pam addressed the increase of ice fisherman on the ice and that there was no police patrol to review parking permits not purchased.
- Clayette Zechmeister stated she will send an agenda for the Special Building and Grounds meeting to Pam Shook.
- Commissioner Vaughan stated in the past, budget requests are considered and approved throughout the year outside of budget request time.
- Eean Lee thanked the Board for what they do on a daily basis.
- Eean Lee understands that the Board works hard but the concerns are brought to the Board to be productive.
- Kate Curtis addressed again her appreciation of the important work that the Board does but the Board also needs to consider other perspectives when making decisions.

Adjournment

2023-M-034

Motion by Matt Koch, seconded by Bill Lutz to adjourn the meeting at 10:33 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO



MINUTES

Building and Grounds Committee Meeting

9:00 AM - Tuesday, February 14, 2023

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

Commissioner Lutz called the special meeting of the Building and Grounds Committee of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Tuesday, February 14, 2023, to order at 9:00 AM local time.

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Kim Vaughan, Bill Lutz

Commissioners Absent: Thomas Bardwell, Matt Koch

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Ken Dunton, Pam Shook, Timmy Rumble, Cody Horton, Mitch Piper

Also Present Virtual: Rachel Adam, Kate Curtis, Renee Francisco, Debbie Babich, Bob Baxter, Christy Poulos, Mitchell Holmes, Sheriff Glen Skrent, Cindy McKinney-Volz

Building and Grounds

Primary Building and Grounds

1. Vanderbilt Park

A. Does Gilmore Road belong to the Township or the County?

B. The property along Vanderbilt Road needs clarification on property boundaries to the homeowners.

C. How will the County handle the road maintenance for the paved road?

D. The curve in the road between Gilmore and Vanderbilt is still in question.

E. An agreement will need to be reached with the Road Commission to grade and plow the section of Gilmore Road in the Park and the curve, if the County takes ownership.

Ken Dunton, Mike Miller, Timmy Rumble, Pam Shook, Mitchell Piper and the Board members present:

- Discussed Ownership is who maintains the road.
- Discussed that all of Gilmore Road is not certified.
- Discussed where the certified and non-certified portion of the road is.
- Discussed installing gates to limit traffic flow in and out of the park. A turnaround and parking area would need to be created.
- Discussed going back to court to have the road right-away redetermined.
- Discussed portion of the road that is maintained by the Road Commission paid for by Tuscola County and the portion of the road maintained by the Building and Grounds Department.
- Discussed abandoning the road and the Township relinquishing their responsibility.
- Discussed the paved portion of the road that Tuscola County owns. This portion of the road needs attention.
- Discussed the need to determine who should have ownership and if a portion of the road would need to be conveyed from homeowner Pam Shook to Tuscola County.
- Discussed the need to determine where the funding would come from if decided to repair the road at Vanderbilt Park.

Mitch Piper, Braun Kendrick, discussed the option of reviewing the court case to where the location of the road is detailed in the case. Also, to review the option of conveying the portion necessary back to the property owner and to rewrite the legal description to place the road where it actually is.

Commissioner Young reported that there is a proposed agreement for the Road Commission to maintain a section of Gilmore Road and the curve. The attorney for the Road Commission is currently reviewing the agreement.

2. Potential Senior Citizen/Veterans Discount for Camping - Matter to be referred to the Parks and Recreation Committee to discuss the fees currently being charged.

On-Going and Other Building and Grounds

Other Business as Necessary

None

Public Comment Period

None

Adjournment

Meeting adjourned at 10:40 a.m.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Recommendation to Hire Attorney Nicholas Tselepis to Tuscola County Indigent Counsel Office

Clayette Zechmeister <zclay@tuscolacounty.org>
Draft

Fri, Feb 17, 2023 at 1:56 PM

----- Forwarded message -----

From: **Geoffrey Stuart** <gstuart@tuscolacounty.org>
Date: Fri, Feb 17, 2023 at 1:51 PM
Subject: Recommendation to Hire Attorney Nicholas Tselepis to Tuscola County Indigent Counsel Office
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Dear Ms. Zechmeister,

Please accept this email as a formal request by the MIDC Office for Tuscola County to approve the hiring of Nicholas Tselepis as a Full Time Staff Attorney for the Michigan Indigent Defense Commission previously approved under Motion 2022-M-098. Said hiring shall be pending and subject to a favorable Physical, Drug Screening, and Background Check. The annual salary shall be \$74,057.08 with an anticipated start date of March 6, 2023 or thereafter.

Please place this on the Agenda for the County Board of Commissioners and I shall plan to attend and address any concerns or questions as to the request to approve hiring Mr. Tselepis.

Sincerely,
Geoffrey J.M. Stuart
Tuscola County MIDC Administrator

--

Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org

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as reserved fund balance for Board authorized potential uses in the future. Motion Carried.

5. Resignation of Michael Rolando, Tuscola County Managed Assigned Counsel Administrator -

2022-M-097

Motion by Kim Vaughan, seconded by Thomas Young to regretfully receive and place on file the April 18, 2022 letter of resignation from Michael Rolando, Tuscola County Managed Assigned Counsel Administrator, effective May 31, 2022. Motion Carried.

6. Tuscola County Managed Assigned Council Request to Add Staff Attorney -

2022-M-098

Motion by Kim Vaughan, seconded by Thomas Young that due to the increased demands on the Managed Assigned Counsel Office with the additional Michigan Indigent Defense Commission (MIDC) standards that we authorize the hiring of a new Staff Attorney. Salary will be based on experience up to \$74,057.08 and standard benefit cost of \$30,751.00 for a total potential cost of \$104,808.08. All funds to cover this position are provided by the State of Michigan through the MIDC grant.

Yes: Thomas Young, Thomas Bardwell, and Kim Vaughan

No: Doug DuRussel and Dan Grimshaw

Motion Carried.

7. List of all Potential Sites for County Space Needs reviewed in 2021-2022 -
Board discussed the earlier proposed options of the Frank Street Property, the Ransford-Wasik Property or the adding square footage on to the Annex to solve the Space Need Project. Board discussed the matter at length.

2022-M-099

Motion by Thomas Young, seconded by Kim Vaughan to lease property located at 171 N. State Street, Caro Michigan from Ransford-Wasik, LLC or one of its subsidiaries at \$5.00 per square foot with the final lease agreement to be reviewed by county legal counsel. The project is to be overseen by Building and Grounds Director Mike Miller, Controller/Administrator Clayette Zechmeister and the Board of Commissioners as a whole. Project Funding is approved through ARPA funds for lease costs through 2026 and project renovations.

Yes: Thomas Young, Thomas Bardwell, and Kim Vaughan

No: Doug DuRussel and Dan Grimshaw

Motion Carried.

Correspondence/Resolutions

1. MAC Legislative Update - April 22, 2022
Clayette Zechmeister reviewed the updates.
2. Michigan's Cannabis Regulatory Agency Replaces the Marijuana Regulatory Agency, Brings Hemp Processing into the Fold



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Fwd: [EXTERNAL] Tuscola County Council on Aging funds increase request

Renee Francisco <renee@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Mon, Feb 6, 2023 at 7:52 AM

I received this request from Jerald Gamm for the Council on Aging. I told him I'd forward it to you to take to the Board.

Thanks,

Renee

----- Forwarded message -----

From: **Jerald Gamm** <jeraldgamm@gmail.com>
Date: Sat, Feb 4, 2023 at 12:14 PM
Subject: [EXTERNAL] Tuscola County Council on Aging funds increase request
To: renee@tuscolacounty.org <renee@tuscolacounty.org>

Tuscola County Commission,

The Tuscola County Council on Aging requested yearly funding 10 years ago of \$1,000 to help cover the cost of our annual Dinner Dance for Tuscola County Seniors. Since that time, the costs have significantly increased and the Council would like to request an additional \$1500.00 per year to help put on the annual Dinner Dance for the seniors of Tuscola County.

The Council members appreciate the Commission member's time and consideration in this request.

Sincerely,
Tuscola County Council on Aging,
Jerry Gamm, Chairman of the Board

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	END BALANCE	2023		ACTIVITY FOR	YTD BALANCE	AVAILABLE		% BGD USED
		12/31/2022 NORM (ABNORM)	ORIGINAL BUDGET	2023 AMENDED BUDGET	MONTH 02/28/23 INCR (DECR)	02/28/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)		
Fund 297 - VOTED SENIOR CITIZENS									
Revenues									
Dept 672 - HUMAN DEV COMM									
297-672-402.000	CURRENT/DELINQUENT TAXES	525,188.72	555,219.00	555,219.00	120.65	(373.38)	555,592.38		(0.07)
297-672-402.891	CURRENT TAX WIND REVENUE	127,607.31	116,886.00	116,886.00	0.00	0.00	116,886.00		0.00
297-672-665.000	INTEREST REVENUE	923.01	500.00	500.00	0.00	149.69	350.31		29.94
Total Dept 672 - HUMAN DEV COMM		653,719.04	672,605.00	672,605.00	120.65	(223.69)	672,828.69		(0.03)
TOTAL REVENUES		653,719.04	672,605.00	672,605.00	120.65	(223.69)	672,828.69		(0.03)
Expenditures									
Dept 672 - HUMAN DEV COMM									
297-672-700.010	HUMAN DEVELOPMENT COMMISSION	434,158.00	496,753.00	496,753.00	0.00	124,188.25	372,564.75		25.00
297-672-700.020	EXTRA HOME DELIVERED MEALS	112,783.75	116,877.00	116,877.00	0.00	29,219.25	87,657.75		25.00
297-672-700.021	ADD'L HOME MAKING-PERSONAL CARE	17,595.00	0.00	0.00	0.00	0.00	0.00		0.00
297-672-700.070	HDC VEHICLE MAINT/SUPPORT	3,500.00	3,500.00	3,500.00	0.00	875.00	2,625.00		25.00
297-672-700.090	HDC SENIORS MISC. CARE	20,000.00	20,000.00	20,000.00	0.00	5,000.00	15,000.00		25.00
297-672-700.150	VOLUNTEER MILEAGE	21,000.00	25,000.00	25,000.00	0.00	6,250.00	18,750.00		25.00
297-672-707.000	SALARIES - PER DIEM	200.00	150.00	150.00	0.00	0.00	150.00		0.00
297-672-715.000	F.I.C.A.	15.31	11.00	11.00	0.00	0.00	11.00		0.00
297-672-964.000	REFUNDS & REBATES	40.35	200.00	200.00	0.00	0.00	200.00		0.00
Total Dept 672 - HUMAN DEV COMM		609,292.41	662,491.00	662,491.00	0.00	165,532.50	496,958.50		24.99
Dept 673 - HEALTH DEPT									
297-673-700.040	FLU SHOTS	95.00	200.00	200.00	0.00	0.00	200.00		0.00
297-673-700.080	GERIATRIC PROGRAM	14,802.95	32,590.00	32,590.00	0.00	0.00	32,590.00		0.00
Total Dept 673 - HEALTH DEPT		14,897.95	32,790.00	32,790.00	0.00	0.00	32,790.00		0.00
Dept 674 - SENIOR CITIZENS OTHER									
297-674-700.030	REGION VII AGENCY DUES	3,402.00	3,402.00	3,402.00	3,402.00	3,402.00	0.00		100.00
297-674-707.000	SALARIES - PER DIEM	3,350.00	4,000.00	4,000.00	350.00	350.00	3,650.00		8.75
297-674-715.000	F.I.C.A.	256.28	200.00	200.00	26.80	26.80	173.20		13.40
297-674-802.000	LEGAL	2,419.16	2,500.00	2,500.00	0.00	0.00	2,500.00		0.00
297-674-861.000	TRAVEL	1,149.59	1,500.00	1,500.00	0.00	113.98	1,386.02		7.60
297-674-891.000	ESCROW PORTION OF WIND REVENUE	0.00	20,777.00	20,777.00	0.00	0.00	20,777.00		0.00
297-674-955.000	SENIOR BALL/FAIR-SENIOR ALLIAN	1,000.00	1,000.00	1,000.00	0.00	0.00	1,000.00		0.00
297-674-956.000	SENIOR DINNER/DANCE-SR.ADVISOR	1,000.00	1,000.00	1,000.00	0.00	0.00	1,000.00		0.00
297-674-999.101	INDIRECT COSTS	4,707.00	5,826.00	5,826.00	0.00	1,456.50	4,369.50		25.00
Total Dept 674 - SENIOR CITIZENS OTHER		17,284.03	40,205.00	40,205.00	3,778.80	5,349.28	34,855.72		13.31
TOTAL EXPENDITURES		641,474.39	735,486.00	735,486.00	3,778.80	170,881.78	564,604.22		23.23
Fund 297 - VOTED SENIOR CITIZENS:									
TOTAL REVENUES		653,719.04	672,605.00	672,605.00	120.65	(223.69)	672,828.69		0.03
TOTAL EXPENDITURES		641,474.39	735,486.00	735,486.00	3,778.80	170,881.78	564,604.22		23.23
NET OF REVENUES & EXPENDITURES		12,244.65	(62,881.00)	(62,881.00)	(3,658.15)	(171,105.47)	108,224.47		272.11
BEG. FUND BALANCE		154,282.33	154,282.33	154,282.33		154,282.33			

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REVENUE AND EXPENDITURE REPORT FOR TUSCOLA COUNTY

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	END BALANCE		2023		ACTIVITY FOR MONTH 02/28/23 INCR (DECR)	YTD BALANCE		AVAILABLE		% BDT USED
		12/31/2022		ORIGINAL	2023		02/28/2023		BALANCE		
		NORM	(ABNORM)	BUDGET	AMENDED BUDGET		NORM	(ABNORM)	NORM	(ABNORM)	
Fund 297 - VOTED SENIOR CITIZENS											
NET OF REVENUES/EXPENDITURES - 2022											
END FUND BALANCE		166,526.98		91,401.33	91,401.33		12,244.65	(4,578.49)	12,244.65		



TUSCOLA COUNTY EMERGENCY MANAGEMENT

02/10/2023

Billing Address:
 TUSCOLA COUNTY
 EMERGENCY MANAGEMENT
 1303 CLEAVER RD 1
 CARO, MI 48723
 US

Quote Date:02/10/2023
 Expiration Date:04/11/2023
 Quote Created By:
 Tyler Stegman
 tstegman@procomminc.net

End Customer:
 TUSCOLA COUNTY EMERGENCY
 MANAGEMENT

Contract: 35115 - STATE OF MICHIGAN,
 MA# 190000001544

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	7	\$2,332.00	\$1,632.40	\$11,426.80
1a	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	7	\$1,727.00	\$1,295.25	\$9,066.75
1b	H869CE	ENH: MULTIKEY	7	\$363.00	\$254.10	\$1,778.70
1c	Q629AM	ENH: AES ENCRYPTION AND ADP	7	\$523.00	\$392.25	\$2,745.75
1d	H885BK	ADD: 3Y ESSENTIAL SERVICE	7	\$133.00	\$133.00	\$931.00
2	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	7	\$127.12	\$95.34	\$667.38
3	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	7	\$82.08	\$61.56	\$430.92

Subtotal \$37,010.40

Total Discount Amount \$9,963.10

Grand Total \$27,047.30(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



February 16, 2023

Tuscola County Courthouse
Attn: Deputy Steven Anderson
420 Court Street Suite 1
Caro, MI 48723
Phone: 989-673-5181
Email: Sanderson@tuscolacounty.org

Re: Select Schedule Annual Maintenance Contract Proposal No. S-2023-03-25

Dear Mr. Anderson,

Leidos Security Detection & Automation, Inc., is pleased to provide the attached proposal for equipment maintenance on your x-ray systems with a period of coverage of March 25, 2023 Thru March 24, 2024. We value your business, and should you decide to move forward with this purchase, we request your acceptance and acknowledgement by providing the required authorized signature (**see page 2**).

Please review the attached proposal and verify the following information:

- Billing address for your invoice
- Delivery address
- Method of payment
- Model description, serial number, and location of system

If you have any questions please feel free to contact me directly at your convenience. Should any repairs or adjustments be required to your equipment in between the regular scheduled preventative maintenance visits please contact our 24x7 Service Center directly at 1-800-776-3031.

Sincerely,

A handwritten signature in blue ink that reads "Lillian Castro-Pena".

Lillian Castro-Pena
Contracts Department
Leidos Security Detection & Automation, Inc.
Lillian.CastroPena@Leidos.com
Phone: 781-970-1606
Cell: 781-779-7962



BILLING ADDRESS: Tuscola County Courthouse 420 Court Street Suite 1 Caro, MI 48723	DELIVERY ADDRESS: Tuscola County Courthouse 440 N. State Street Caro, MI 48723	PROPOSAL NO: S-03-25-2023 ATE OF PROPOSAL: 02/16/2023 PROPOSAL VALID FOR: 60 DAYS TTACHMENTS: 8100-11901-00 and 100-11902-00
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SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL

SCHEDULE OF SERVICES PROVIDED UNDER THIS CONTRACT:

- All necessary repair parts and freight related expenses.
- Regular (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance.
- Regular (Monday-Friday, 8:00am-5:00pm) travel time to and from the equipment site.
- Lodging, Airfare and Per Diem expenses as required per scope of repairs.
- One annual preventative maintenance inspection per x-ray system *
- One annual radiation safety survey and preparation of performance report per x-ray system *
- Additional services are available upon request at Seller’s prevailing time and materials rates.

* Note: Metal Detectors do not receive preventative maintenance or radiation survey services.

COVERAGE PERIOD: March 25, 2023 thru March 24, 2024

PAYMENT TERMS: Annual billing, in Advance, payment net 30 days after delivery of Seller invoice

ACCEPTED FORMS OF PAYMENT: Business check, Wire Transfer, Credit Card

CONTRACT TERMS AND CONDITIONS AND STATEMENT OF WORK: The terms and conditions and statement of work governing this contract are detailed in the attached documents 8100-11901-00 and 8100-11902-00 herein (“Leidos terms”). Leidos requires a signed quotation to place an order. Notwithstanding anything to the contrary that may be set forth in Buyer’s purchase order terms or any other provisions in any documentation provided by the Buyer (“Buyer’s terms”), in the event of a conflict or inconsistency between the Leidos terms and Buyers terms, Leidos terms shall prevail and take precedence over the Buyers terms. The Parties acknowledge, agree and confirm any terms contained in Buyer’s purchase order that are in addition to Leidos terms shall be void ab initio and of no force or effect, and Leidos’ acceptance of a purchase order shall not be construed as acceptance by Leidos of any such additional terms.

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agree to enter into a maintenance contract with Leidos Security Detection & Automation, Inc., and this document will serve as the official purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records

Please reference proposal no. S-2023-03-25, unit serial number(s) and period of performance on your purchase order.

Contact Lillian C. Pena concerning order placement via Phone: 781-970-1606 -or- e-mail Lillian.CastroPena@Leidos.com

BUYER PURCHASE ORDER NUMBER: _____ **CONTRACT ID:** _____

AUTHORIZED SIGNATURE REQUIRED:

TUSCOLA COUNTY COURTHOUSE:

Name: _____

Title: _____

Signature: _____

Date: _____

LEIDOS SECURITY DETECTION & AUTOMATION, INC.:

Name: Lillian Castro-Pena

Title: Contracts Administrator

Signature: 

Date: February 16, 2023



EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT: SEE PAGE NO. THREE (3) FOR DETAILS.

Item	Model Number	Serial Number	Unit Price	Shipping Location
1	PX5.3	PX530152	\$6,500	440 N. State Street Caro, MI 48723

TOTAL ANNUAL PRICE: \$6,500 plus tax if applicable - See document no. 8100-11901-00, clause no. ten (10) for details.



ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT TERMS AND CONDITIONS

Document No. 8100-11901-00

1. INDEMNIFICATION: Buyer shall indemnify, defend and hold Leidos Security Detection & Automation, Inc. ("Leidos SD&A") harmless from and against any losses, damages, expenses, liabilities, and costs arising out of the negligence of Buyer, its employees, or agents with respect to the use or operation of the system covered under this Agreement.

2. CANCELLATION DURING THE TERM: If Buyer cancels this Agreement pursuant to Section 3 below or if newly purchased equipment supplied by Leidos SD&A replaces the equipment under this Agreement, Buyer may cancel this Agreement without charge by giving written notice to Leidos SD&A. In the case of a cancellation for any other reason, Buyer must provide Leidos SD&A ninety (90) days' prior written notice of cancellation or pay Leidos SD&A twenty-five percent (25%) of any remaining annual contract fee as liquidated damages. Leidos SD&A also reserves the right to cancel this Agreement without penalty if Buyer is in default and fails to cure within 30 days following receipt of written notice of default.

3. CANCELLATION FOR CAUSE: Buyer retains the right to cancel this Agreement should Leidos SD&A fail to perform in accordance with the statement of services for any reason within Leidos SD&A's control and fails to cure within 30 days following receipt of written notice of default. In the event of such cancellation, Buyer will notify Leidos SD&A in writing. Buyer will pay only for the services rendered up to the date that Leidos SD&A receives the written cancellation notice.

4. DISCLAIMER AND LIMITATION OF LIABILITY:

- A. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ALL OF THE SERVICES, SOFTWARE AND PRODUCTS ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEIDOS SD&A (I) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE; AND (II) DOES NOT WARRANT THAT USE OF THE SERVICES, THE SOFTWARE AND THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. LEIDOS SD&A DISCLAIMS, AND WILL NOT BE LIABLE FOR, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR USE OF, OR DISCLOSURE OF DATA THAT IS NOT DUE TO A BREACH OF ANY PROVISIONS OF THIS AGREEMENT BY LEIDOS SD&A.
- B. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, IN NO EVENT WILL LEIDOS SD&A BE LIABLE FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA, LOSS OF USE OR LOSS OF REVENUES OR PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER, THE FURNISHING OF PRODUCTS AND SERVICES OR THE USE OR PERFORMANCE OF PRODUCTS OR SERVICES, EVEN IF INFORMED OF SUCH DAMAGES, OR (II) FOR ANY THIRD PARTY CLAIMS AGAINST BUYER. LEIDOS SD&A'S MAXIMUM LIABILITY UNDER ANY ORDER, INCLUDING LIABILITY ARISING OUT OF PRODUCTS DELIVERED, SERVICES PERFORMED OR FROM LEIDOS SD&A'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, WILL BE LIMITED TO THE AMOUNT PAID TO LEIDOS SD&A FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM.

5. CONFIDENTIALITY: Except as contemplated by the terms hereof in performance of its obligations under this Agreement, as required by applicable law, or pursuant to an order entered or subpoena issued by a court of competent jurisdiction, each party shall, during the Term and thereafter, keep confidential the terms of this Agreement and all material non-public or proprietary information in any form or medium provided to it by the other party whether furnished in writing, electronically, orally, visually or learned by a party in performance of its obligations under this Agreement (collectively, "Confidential Information"). In ensuring the confidentiality of such Confidential Information received from the other party, each party shall maintain adequate safeguards to protect all Confidential Information and use the same care as it uses with its own information, but not less than reasonable care. Each party agrees not to disclose such Confidential Information to any third party, other than its employees and advisors as the party determines have a need to know in connection with the Services provided hereunder, each of whom shall be advised of the confidentiality requirements of this Agreement and agree to be bound by the terms hereof. The foregoing confidentiality obligations contained in this Section shall not apply to any information received by either party from the other party which: (a) is in the public domain at the time of its use or disclosure other than as a result of a breach of this Agreement by the receiving party; (b) is already known to the receiving party on a non-confidential basis, at the time it is disclosed to receiving party by the disclosing party; or (c) was or is independently developed by the receiving party without use of or reference to the Confidential Information. Each party agrees that a violation or threatened violation of this Section may cause irreparable harm to the other party, and that such other party shall be entitled to seek injunctive relief in addition to any other legal remedies.

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6. ALTERATIONS: Buyer shall have the right to request that systems be returned to service coverage on a pro-rated basis. Prior to systems being returned to service coverage all systems are subject to billable pre-inspection services to be performed by the Leidos SD&A. The Leidos SD&A's prevailing standard service rates shall be used to calculate the pre-inspection services.

7. SOFTWARE: Unless otherwise expressly agreed in writing to the contrary, all technical specifications, software, technical information, source code, drawings, and/or Data provided to Buyer by the Leidos SD&A, or used by the Leidos SD&A in updating, upgrading or performing repairs to the Buyer's equipment, shall remain the sole property of the Leidos SD&A. Any use of said data and software shall constitute use under a limited use license only. This License is expressly limited to the functionality of individual items of Leidos SD&A and/or legacy L3 equipment previously purchased by the Buyer.

8. EXCLUSIONS: Under this Agreement, contractual coverage shall not apply to any equipment, spare parts, materials, other ancillary equipment or services that are: (a) repaired, moved or modified other than by Leidos SD&A's authorized personnel; (b) subjected to physical, mechanical or electrical abuse, stress, or misuse for any reason such as through negligence, wilful conduct, accident, or vandalism; (c) handled, transported, stored, operated, modified, repaired, moved, installed, returned or maintained in a manner inconsistent with applicable Leidos SD&A instructions, specifications, good working practices or beyond agreed parameters outside normal everyday use; (d) designated on Leidos SD&A's price list or quotation as being provided without warranty (in which case, the said item is provided "as is" and without warranty of any sort); (e) provided with a third-party warranty (in which case said third-party warranty shall be the sole and exclusive warranty applicable thereto); or (f) Slip Rings and Bearings for eXaminer 3DX systems (which are available for purchase by Buyer in the event of a failure by contacting Leidos SD&A's call center for price, availability and delivery). No third party agents, regardless of affiliation or former affiliation with Leidos SD&A, retain the rights to perform service actions under this Agreement. Also excluded from this Agreement are equipment, spare parts, materials, and other ancillary equipment which have been damaged due to power surges, exposure to the elements of extreme heat, extreme cold, moisture; acts of nature such as rain, sleet, snow, earthquakes, lightning, hurricanes, etc.; and erroneous reports by Buyer of failures on the foregoing.

9. ACCESSORIES AND ATTACHMENTS: Service actions performed by Leidos SD&A under this Agreement will not include maintenance or repair of accessories, attachments, machines, or other similar devices not originally supplied or provided by Leidos SD&A; painting or refinishing of equipment or providing such painting or refinishing materials; or furnishing supplies, accessories, or other similar devices except as specifically required for equipment repair or maintenance.

10. SPECIAL CANCELLATION: The specific equipment covered by this Agreement shall be serviced as needed and all required spare parts shall be provided unless stock is no longer available due to end of life issues. Leidos SD&A shall make a best commercial effort to support this equipment during the contractual period and make provisions for end of life parts. Should services be required and spare parts are no longer available, Leidos SD&A shall make a best commercial effort to render Buyer's equipment back into operating condition. If Leidos SD&A is unable to bring the up to operating condition, the affected equipment shall then be removed from the remainder of this Agreement and a pro-rated credit for the balance of the present contract term shall be issued. Credits shall be sent out within thirty (30) days of cancellation. Also, the affected equipment shall not be included in future contract renewals or during any remaining optional years.

11. ASSIGNMENT: Buyer shall not delegate assign, or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Leidos SD&A which consent shall not be withheld unreasonably. Any purported delegation, assignment, or transfer by Buyer of all or part of this Agreement or of any rights or obligations arising hereunder without the prior written consent of Leidos SD&A shall be void as to Leidos SD&A's obligations hereunder from the time of such delegation, assignment, or transfer, and shall be considered the basis for immediate termination of this Agreement. Leidos SD&A may, without consent from Buyer, assign its rights and/or delegate its obligations hereunder to its parent, subsidiary, affiliate, third party Leidos SD&A approved subcontractor of the services rendered hereunder or successor in interest.

12. TAXES: This quotation does not include taxes. Taxes levied against Leidos SD&A as a result of products offered or sold hereunder and any services rendered in connection therewith, including but not limited to installation or maintenance would be additional cost and shall be reimbursable by Buyer upon submittal of supporting documentation of such costs.

13. BUYER'S TERMS AND CONDITIONS NOT ACCEPTABLE: Any resultant Contract/Purchase Order/Similar Instrument with Buyer's Terms and Conditions other than the terms and conditions contained in this Appendix A are not acceptable to Leidos SD&A for any purchases under this Agreement and the submission of such Buyer's Terms and Conditions shall not amend or modify the terms and conditions of this Appendix A, which shall apply to all purchases under this Agreement. Estimates are calculated under the Terms and Conditions contained in this Appendix A and pricing would change for compliance with alternative Terms and Conditions of Buyer.

14. DISPUTES, AMENDMENTS, WAIVER & SEVERABILITY. Upon execution, this Agreement is deemed to be entered into in Massachusetts and to be a Massachusetts contract and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to its conflict of laws provisions or the UN Convention for the International

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Sale of Goods. Buyer and Leidos SD&A specifically agree that any controversy, claim, or action relating to the relationship between the parties, this Agreement, or Products or services purchased or licensed hereunder, shall be brought and tried in

Massachusetts. All objections to venue are hereby waived by the Buyer, and Buyer consents to service or process by certified mail or courier service addressed to the Buyer address on the front of the Estimate. Any failure of either party to require performance by the other party of any obligation shall not affect said party's full right to require such performance at any other time. The waiver by any party of any remedy for breach of any provision hereof shall not be taken as a waiver of any remedy with respect to any other breach of such provision or any other provision. Each provision of this Agreement shall be treated as separate and independent, and the unenforceability of any one provision shall not impair the enforceability of any other. To the extent any provision is held to be excessively broad or unenforceable, it shall be construed by limiting and reducing it to be enforceable to the full extent possible.

15. FORCE MAJEURE. Leidos SD&A shall not be in default, responsible or held liable under this Agreement for any delay in performance or for non-performance caused by circumstances beyond Leidos SD&A's reasonable control, including, without limitation, acts of God, fire, flood, war, government action, terrorism in any form, delays in customs, accident, labor trouble, shortages, epidemic, pandemic, government-imposed travel restrictions, or inability to obtain materials, equipment or transportation from suppliers or subcontractors. Leidos SD&A will notify Buyer promptly of any delay or non-performance excused by this Article and will specify the revised schedule as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event Leidos SD&A is delayed by acts of the Buyer or by prerequisite work by other contractors or suppliers of the Buyer, Leidos SD&A shall be entitled to an equitable price adjustment in addition to an extension of the time of performance.

16. RELATIONSHIP OF THE PARTIES AND NO THIRD PARTY BENEFICIARY. Neither the making of this Agreement nor the performance of any provision hereunder shall be construed to constitute either party as the agent, employee or legal representative of the other for any purpose, nor shall this Agreement be deemed to establish a joint venture or partnership between the parties or to create any relationship between the parties hereto other than that of independent contractors. Neither party hereto shall have any right or authority to create any obligation, warranty, representation, or responsibility, express or implied, on behalf of the other party nor to bind the other party in any manner whatsoever. No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

17. TERMINATION. Leidos SD&A may terminate this Agreement (a) for convenience upon providing thirty (30) days' prior written notice to Buyer; or (b) upon providing fifteen (15) days' prior written notice to Buyer in the event of (i) insolvency or bankruptcy of Buyer or the termination, dissolution or liquidation (as a matter of law or otherwise) of Buyer; (ii) the filing or commencement by or against Buyer of a petition or proceeding seeking its reorganization, liquidation, dissolution, arrangement or winding-up or the composition or readjustment of its debts or other relief under the laws of insolvency or bankruptcy of any country or jurisdiction, or the commencement of any proceeding by any Person seeking the termination, dissolution or liquidation of Buyer; (iii) the merger of Buyer with or into another Person, or any other transaction effecting a substantial change in control or ownership of Buyer; (iv) and Buyer's breach of any other term or condition herein or Company determines, in its discretion, that any representation, warranty or certification made or deemed made by Buyer is or was false or misleading as of the time made or provided or will be false or misleading at any time Upon termination of this Agreement, Buyer shall provide payment in full for all Products and services completed to the date of termination.

18. ENTIRE AGREEMENT & MODIFICATIONS. The Quotation and these Terms comprise the complete and exclusive statement of the agreement ("Agreement") between Leidos SD&A and Buyer, supersede all other quotations, agreements, understandings, warranties and representations (whether written or oral) between the parties, and may be accepted only in accordance with their terms. Any conflict between the Quotation and these Terms shall be resolved in favor of the Quotation. Any provision of Buyer's purchase order, terms or other documentation which is inconsistent with or in addition to this Agreement is hereby rejected and shall be of no force and effect unless specifically agreed to by Leidos SD&A in the manner set forth herein, excepting only that Buyer's purchase documentation shall be valid for the sole purpose of confirming quantities ordered. This Agreement may be modified only by a subsequent written agreement which purports to do so, which refers specifically here to, and which is signed by duly authorized officers of both parties.



ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT STATEMENT OF WORK

Document No. 8100-11902-00

1. **Response Time:** Leidos Security Detection & Automation Inc., hereinafter referred to as Seller, will provide response as soon as possible to requests for equipment service from Buyer's authorized representative. 8-hour Seller response time will be typical in geographical locations where Seller has resident service engineers. 24-hour Seller response time will be typical in geographical locations where Seller does not have resident service engineers. Seller does not warrant that the use of equipment will be uninterrupted or error free.
2. **Seller Responsibilities:** As applicable to the specific maintenance contract schedule, service actions performed by Seller will exclude all parts and materials. Labor required to perform the annual preventative maintenance will be included. Seller will not perform any modifications to the equipment without Buyer's written approval. Seller will perform all service actions at the equipment site whenever possible and practical. Seller will perform all service actions with the least possible interference or disruption to the orderly conduct of Buyer's normal operations. Upon the completion of service, Seller will leave Buyer's premises in as neat, orderly, and clean condition as existed upon start of services. Seller will be responsible for obtaining all air side passes, work permits, clearances, and required licenses. Seller will be responsible for compliance with all laws, codes, rules, and regulations applicable to services performed under this contract. Seller will not transfer or assign its obligations under this contract, either in whole or in part, without the prior written approval of Buyer.
3. **Buyer Responsibilities:** Buyer will provide adequate facilities for Seller's personnel. The facilities will include adequate workspace, heat, lighting, ventilation, proper electrical current, and earth grounded electrical outlets. The facilities will be located within a reasonable distance from the equipment being serviced and will be provided by Buyer at no cost to Seller. Seller will not be responsible for Buyer's failure to provide prompt access to the equipment or to adequate facilities.
4. **Additional Services:** Upon agreement between Buyer and Seller, Seller may perform additional services beyond Seller's obligations under this contract. Such services may include, but are not limited to, spare parts, materials, any repairs, equipment installation, relocation, and re-installation. All such services, when performed, will be invoiced to Buyer in accordance with Seller's prevailing standard service rate schedule.
5. **Service Call Report (SCR):** Upon completion of service, Seller's service engineer will submit the SCR to Buyer's authorized representative. The SCR will itemize the service actions performed. Buyer's authorized representative will be provided with a copy of the completed and signed SCR. Should Buyer fail to have an authorized representative on site for any reason upon completion of Seller's services, the lack of Buyer's authorized representative's signature on the SCR will not be a basis for claiming that unsatisfactory service was provided by Seller.
6. **Spare Parts and Materials:** All spare parts and materials are specifically excluded from this contract.
7. **Annual Preventative Maintenance for X-ray Systems:** Listed below are the procedures that our technicians perform during the annual contract period.

ANNUAL PREVENTATIVE MAINTENANCE FOR X-RAY SYSTEMS

VISUAL AND MECHANICAL:

- Vacuum system interior and exterior
- Inspect conveyor rollers
- Inspect condition of conveyor belt and lacing
- Adjust conveyor belt tension and tracking
- Inspect condition of x-ray sensor dust shields
- Inspect for x-ray generator oil leakage
- Align and clean optical sense modules
- Test indicator lamps for proper operation

OPERATIONAL SAFETY:

- Inspect AC line cord for damage and test for proper grounding
- Inspect finger guards and/or pop-out rollers for damage
- Verify conveyor under panels are securely attached
- Test emergency stop switches

ELECTRONIC:

- Adjust x-ray tube voltage and current
- Test operator control panel functions
- Adjust monitors
- Inspect conveyor relays
- Adjust power supply voltages
- Collimate x-ray beam
- Verify x-ray image quality & resolution

RADIATION SAFETY:

- Measure radiation dose per inspection (annual), test all safety interlocks for proper operation
- Measure external radiation emissions (annual)
- Test all "x-ray on" indicators for proper operation
- Inspect condition of lead curtains
- Inspect operator footmat for condition and test for proper operation



Payment / Remittance Information

Purchase Order Remit to Address:

Leidos Security Detection & Automation, Inc.
One Radcliff Road
Tewksbury, MA 01876

*****This address must be listed as the vendor address on your PO. Purchase Orders and other correspondence (EXCLUDING PAYMENTS) should be sent to Tewksbury, MA**

PLEASE BE SURE TO NOTE INVOICE REMITTANCE INFORMATION ON ALL PAYMENTS

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

Checks Payments should be mailed to:

Leidos, Inc.
P.O. Box 223058
Pittsburgh PA 15251-2058

For delivery via regular US postal service:

Lockbox Name: Leidos, Inc.
Lockbox Address: P.O. Box 223058 Pittsburgh PA 15251-2058

For ACH & Wire Transfers:

Bank Routing Number: 021000089
SWIFT Code: CITIUS33
General Bank Reference Address: Citibank N.A. 111 Wall Street New York, NY 10043
Account Number: 30547584
Account Name: Leidos, Inc.

For delivery via overnight courier service:

Lockbox Name: Leidos, Inc.
Lockbox Address: Attn: 223058
500 Ross Street 154-0455 Pittsburgh Pa 15262-0001

F.I.D. Number: 04-3054475
DUNS Number: 11-275-3194
CAGE CODE: 1VGC6

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	END BALANCE	2023		ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDT USED
		12/31/2022 NORM (ABNORM)	ORIGINAL BUDGET	2023 AMENDED BUDGET	MONTH 02/28/23 INCR (DECR)	02/28/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND								
Expenditures								
Dept 303 - COURTHOUSE SECURITY								
101-303-704.000	SALARIES PERMANENT	57,696.52	48,376.00	48,376.00	3,452.80	8,902.01	39,473.99	18.40
101-303-704.010	SHIFT PREMIUM	6.15	0.00	0.00	0.26	0.26	(0.26)	100.00
101-303-704.030	DISABILITY PLAN	451.17	373.00	373.00	0.00	59.17	313.83	15.86
101-303-705.000	SALARIES - PT/TEMP	28,796.47	5,179.00	5,179.00	177.57	618.07	4,560.93	11.93
101-303-706.000	SALARIES OVERTIME	31,659.45	11,337.00	11,337.00	1,006.94	2,357.44	8,979.56	20.79
101-303-710.000	WORKERS COMPENSATION	1,301.87	1,071.00	1,071.00	92.74	277.93	793.07	25.95
101-303-711.000	HEALTH & DENTAL INSURANCE	12,997.33	17,800.00	35,600.00	0.00	0.00	35,600.00	0.00
101-303-715.000	F.I.C.A.	8,993.74	4,097.00	4,097.00	342.06	879.16	3,217.84	21.46
101-303-717.000	LIFE INSURANCE	32.12	25.00	25.00	0.00	4.48	20.52	17.92
101-303-718.000	RETIREMENT	4,985.46	3,194.00	3,194.00	261.06	682.93	2,511.07	21.38
101-303-718.100	POB IN LIEU OF RETIREMENT	3,907.20	3,780.00	3,780.00	503.31	941.65	2,838.35	24.91
101-303-814.000	LAUNDRY - EMPLOYEE	125.00	200.00	200.00	0.00	0.00	200.00	0.00
101-303-932.000	EQUIPMENT REPAIR & MAINTANCE	6,752.41	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00
Total Dept 303 - COURTHOUSE SECURITY		157,704.89	102,432.00	120,232.00	5,836.74	14,723.10	105,508.90	12.25
TOTAL EXPENDITURES		157,704.89	102,432.00	120,232.00	5,836.74	14,723.10	105,508.90	12.25
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		157,704.89	102,432.00	120,232.00	5,836.74	14,723.10	105,508.90	12.25
NET OF REVENUES & EXPENDITURES		(157,704.89)	(102,432.00)	(120,232.00)	(5,836.74)	(14,723.10)	(105,508.90)	12.25

Statement of Work

Statement of Work No.	14076
Revision No.	2.0
Customer Name:	Tuscola County, MI
Project Name:	District Court Implementation
ImageSoft Contact:	Tim Zarzycki
Contract Type:	Fixed Price
Submitted Date:	2/9/2023

This Statement of Work (“SOW”) is made and entered into by and between i3-ImageSoft, LLC., a Delaware Limited Liability Corporation with its principal offices at 401 S. Main St., Royal Oak, MI 48067 (“ImageSoft”), and Tuscola County, MI with its principal offices at 207 E. Grant Street, Caro, MI 48723 (“Customer”):

This SOW is to be attached to and is hereby made a part of the Professional Services Agreement (“PSA” or “Master”) entered into by and between Customer and ImageSoft dated 12/20/2008.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (“SMA”) entered into by and between Customer and ImageSoft dated 12/20/2008.

Capitalized terms are as defined in the PSA or herein. To the extent that any terms and conditions contained in the related PSA or SMA are in conflict with, or in addition to the terms and conditions of this SOW, the terms and conditions of this SOW shall control, except for terms and conditions that cannot be overridden as noted in Section 1.1 of the Master.

The pricing and terms in this SOW are valid for thirty (30) calendar days from the date of submission.

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1. Executive Summary

Customer has requested the following SOW for ImageSoft to implement the District Court OnBase Workflow solution to add-on to the existing on-premise OnBase Enterprise Content Management (“ECM”) solution.

The solution will cover the following primary areas for the District Court:

- Civil Case Processing
- Criminal Case Processing (including eArraignment)
- Probation
- Traffic Case Processing

ImageSoft will configure the existing OnBase on-premise system to include District Court workflows.

Additionally, ImageSoft will configure integration to the District Court Case Management System (“CMS”), JIS, for the purposes of providing case data through JIS case data feeds.

This SOW provides pricing and scope information for installing, configuring, testing, and training of the OnBase system enhancement based on the initial discovery efforts documented and information provided by the Customer.

The implementation services proposed within this SOW were defined and estimated without the benefit of detailed requirements, architecture, and design that are required to accurately define solution customization effort, approach, and integration priorities. As such, the estimated Deliverable and Service fees will be confirmed, subject to assumptions obligations identified in the PSA, during the 3.1 Business Analysis and Design activity identified in this SOW.

Any changes that arise during the Business Analysis and Design activity will be managed through the *Project Change Authorization Procedure* described in Appendix B-1. If a change in scope occurs, ImageSoft will present to Customer the reasoning for the additional or reduced scope and an estimate of the changed effort. Customer will be given the option to accept the scope change, through a change order, or where feasible, to continue the project at the original scope.

2. Proposed Solution

ImageSoft will add-on to the existing ECM system to implement the District Court OnBase Workflow solution. The District Court Workflow solution will cover the following primary areas for the District Court:

- Document capture/integration with JIS
- Electronic signatures through ImageSoft's TrueSign solution
- OnBase workflows for the following case types:
 - Civil Case Processing
 - Probation
 - Traffic Case Processing
 - Criminal Case Processing (including eArrestment)

To complete the implementation for Customer, ImageSoft will complete the following tasks:

ImageSoft and Customer will work together during the Business Analysis and Design Phase to define a document catalog for the District Court. The document catalog defines the following:

- Document type groups
- Document types
- Case transaction codes
- Document keywords
- Court roles and user groups
- User logins
- Document role-based security
- Workflow queues
- Manual routing rules

After the Business Analysis and Design Phase, ImageSoft will configure the OnBase system based upon the Customer approved Solution Requirements Document ("SRD").

Below is a list of some of the installation and configuration tasks to be performed by ImageSoft during the Build Phase of the implementation:

- Install and configure OnBase and ImageSoft software modules (listed in the Investment table)
- Setup security and Microsoft AD integration
- Configure disk groups, document types, keywords, notes, cross-references
- Configure Unity Forms to accommodate the following:
 - Civil/Criminal:
 - Case Information/Notes
 - Hearing Prep/Notes
 - Judge Notes
 - Probation Notes
 - Traffic Information
- Configure up to one (1) Document Import Process ("DIP") (no pre-processing)
- Configure up to three (3) electronic filing cabinets
- Configure existing Application Enabler ("AE") module for JIS additional screens (up to four (4) screens)
- Configure TrueSign workflow and signatures
- Configure up to four (4) Document Composition templates
- Configure eArrestment wizard to support the generation of up to ten (10) arrestment templates

2.1 Document Capture and CMS Integration

ImageSoft will configure and test the document capture software in two (2) areas: Civil and Criminal. When this is complete, users will be able to scan to all the required document types in the new document catalog.

ImageSoft will provide CMS integration to Customer's existing JIS system. JIS integration will include the following:

1. JIS Screen Integration – The OnBase AE module will be used to allow users on a JIS screen to view documents in OnBase and perform other OnBase features. This is a native feature of the AE module. ImageSoft will setup up to four (4) JIS screens and train Customer's System Administrator to make future configuration changes.
2. JIS Case Data Validation/Lookup – In order to ensure integrity on incoming documents, an integration to the JIS data is required. Best practice is for this integration to be set up as an OnBase autofill table that is populated from a delta data dump supplied on a regular basis from JIS. An initial full dump of cases will be required prior to Go-Live. Customer assistance is required to provide the JIS data dump. ImageSoft will configure one (1) autofill process to be used by both Civil and Criminal Courts.
3. JIS Hearing Events Feed – Hearing events created in JIS will be exported daily in a compliant format and imported into OnBase using the Dip Module. Upon import into OnBase hearing event forms will be created to represent each hearing. Users can create hearing event forms manually as well. The event forms will be processed thru the workflows giving visibility to staff on case updates and decisions. Customer will assist in creation of the JIS hearing event feed

2.2 District Court Workflow Routing

All documents that arrive at the court for a case which need to become part of the official court record need to go through a Clerk filing review process. This primarily relates to Civil and Criminal cases (not Traffic unless a criminal offense is related to the traffic case). The automated ingestion of traffic tickets is outside the scope of this project. Traffic cases will require manual scanning and indexing of tickets if required as part of the electronic case file. Additionally, an electronic form will be created to allow users to manually enter ticket information as an electronic representation of the ticket in the case file.

The filing review process involves ensuring the documents are in proper form, categorized, indexed, and routed to both internal and external parties. Because the routing of documents is manual, users have the flexibility to easily and quickly route documents based upon the specific requirements of the case they are working on. Documents arrive at this process from the following sources: scanned documents, eFiling (future), internally created documents, and existing documents processed by other units of the court. Note: should Customer implement eFiling at a later date, modifications to the existing workflows will be required. Within the work queues of this workflow users can code documents to initiate a case and manually create docket entries as well as accept and reject, sign, and stamp documents and route documents to other work queues.

Documents received from "non-District Court" court or county offices sharing the OnBase system will require indexing by the District Court staff upon receipt. Additionally, documents sent from the District Court to other "non-District Court" offices using the OnBase system will be sent as an unindexed document and will require indexing by the receiving office upon receipt.

As part of the solution, dedicated queues will be set up to facilitate Magistrate and Judge review. This queue will allow the Judge to review, markup, and sign (using TrueSign) incoming documents. A collaborative demonstration of how the Judges will utilize TrueSign will be performed.

As part of the Probation Solution, a dedicated workflow will be developed to support the review and processing of probation specific documents. up to three (3) queues will be configured to support the document review process.

In addition, for each of the three (3) case types (Civil, Criminal, and Traffic), ImageSoft will perform the following tasks (where applicable):

- Configure and unit test the electronic case file to organize both Clerk and Court documents
- Configure and unit test the Clerk Review workflow
- Configure and unit test the Hearing workflow
- Configure and unit test the Probation/Parole workflow (Criminal only)
- Develop electronic forms (Unity Forms) for collecting and managing Court process data such as case and hearing information and notes

2.3 Criminal eArrestment

The ImageSoft District Court solution includes a module for allowing criminal arraignments to be processed in a paperless fashion. The solution supports both remote (video) and face-to-face arraignments (Note: no video technology is included in this SOW).

The solution streamlines the arraignment packet creation while providing a workflow framework for conducting the arraignment and gathering document signatures electronically. It accepts electronic charging documents from the Prosecutor's office, supports electronic swear-in of warrants, and is often the genesis of the electronic criminal case file.

The objective of this activity is to configure and unit test the ImageSoft Criminal eArrestment solution which will be configured based on previous eArrestment solutions for other courts. Adjustments will then be made using an agile approach. Imagesoft will perform the following tasks:

- Collect up to ten (10) arraignment form samples for misdemeanor and felony type charges
- Convert arraignment forms into arraignment templates with field mapping to eArrestment Wizard eForm
- Train Customer System Administrator or Subject Matter Expert ("SME") to create other arraignment forms
- Configure the system to create the eArrestment Wizard eForm from the CMS Hearing forms. Data field values available in the District Court's CMS will be pulled to pre-populate the eArrestment Wizard eForm.
- Configure the Arraignment queue(s) to create arraignment packet, conduct arraignment, and sign arraignment packet using simple click signing at Court using a /s/, signer name and date in lieu of an actual signature
- Configure the Arraignment workflow to ensure that the Advice of Rights form is signed prior to arraignment for any misdemeanor related offense
- Configure the Defendant Signature Collection workflow that will be used by the Jail to collect signatures from defendants using a signature pad. Note: Signature pads are not included in this SOW.
- Configure the workflow to print Defendant Only documents at Jail routing signed packet to Clerk for electronic docketing and distribution
- Configure solution for weekend operation even if the CMS has not been updated

The following are incorporated in and made part of this SOW:

- Appendix A: Software Deliverables
- Appendix B: Project Procedures

With the design agreed to, the Build phase begins. While we collaborate consistently through the entire project, the Build phase is the most iterative in terms of solution reviews and feedback loops. We will establish a regular cadence with you to demonstrate the solution as it is being built. Your feedback is critical in this phase. If we can catch a misunderstanding early in the project, we can update the design and estimate early to avoid overages later in the project. Seeing the solution often also helps your users and IT team understand the solution well before it is released to test and support.

Before we release a solution for user testing, we perform system testing within ImageSoft to ensure everything works as designed within the SRD. After this is complete, we train your users to test the solution. We provide and consult on a sample training plan that you can customize for your team, as well as provide training manuals for your solution. We follow a checklist of steps that include other templates and documents that we share with your team to make sure training is successful.

During the User Acceptance Testing (“UAT”) phase, we setup an issue tracking software, Jira, just for you to log your issues or enhancements. We meet with your team multiple times a week to review the issues, work with you to prioritize, resolve, and release for retest. At the end of UAT, we send you a signoff form to permit the solution to be promoted to Production.

The last phase is the Production Migration and Go Live. While it seems like we are at the end of the project lifecycle, this is a critical phase and we treat it as such. Our team will collaborate with your IT staff well in advance of migration day to review the infrastructure, apply all licenses, and prep the environment. We build a migration checklist with your IT team with tasks, assignees, and dates to make sure nothing is missed. We are available outside of business hours so that there can be as little impact as possible to your end users. The project team is allocated post go live to provide the continued support of your solution in Production for up to three (3) weeks. After that three (3) weeks is up, the project team completes a checklist for our Customer Care team that evaluates whether the solution is ready to be transitioned. The Customer Care team has product and development experts available for quick issue resolution and will escalate back to the project team to expedite the resolution of issues for you.

Through all phases, you will have a dedicated Project Manager working to ensure your project stays on track. Whether tracking budget, challenging design decisions that compromise scope, removing roadblocks to allow the project team to meet dates, the Project Manager is your project advocate. They also provide you status reports, identify and mitigate risks, and maintain the project plan.

Regardless of which team is working on your solution, the ImageSoft Way is to be collaborative, open to feedback, and quick to respond.

3.1 ImageSoft Responsibilities

ImageSoft Project Management

ImageSoft will provide a specific amount of project management services to manage ImageSoft project responsibilities defined in this SOW. The purpose of this activity is to provide direction and control of ImageSoft project personnel and to work cooperatively with the Customer Project Manager on project planning, communications, and contractual activity. ImageSoft Project Manager will conduct project status meeting every two weeks with the Customer Project Manager and key project stakeholders.

This activity includes the following tasks:

- Drive to completion of the deliverables and other contractual responsibilities of ImageSoft, working cooperatively with the Customer Project Manager.

- Coordinate and manage the implementation activities of ImageSoft project personnel to maintain project scope, schedule and budget.
- Actively communicate with Customer on issue identification and escalation.
- Manage project risks as they arise.
- Coordinate with Customer Project Manager the establishment of the project environment.
- Establish documentation and procedural standards for Deliverables.
- Maintain the ImageSoft project plan for performance of this SOW which lists the activities, tasks, assignments, milestones, and estimates.
- Measure and evaluate progress against the ImageSoft project plan with the Customer Project Manager. Work with the Customer Project Manager to address and resolve deviations from the ImageSoft project plan.
- Conduct project status meeting every two weeks with the Customer Project Manager and key project stakeholders.
- Prepare and submit status reports every two weeks to the Customer Project Manager.
- Administer the Project Change Authorization Procedure with the Customer Project Manager.

The following assumptions have been made when estimating Project Management work effort:

- A change in the project scope or duration will affect the amount of project management effort required and may result in a Project Change Request.
- If Customer requires Project Manager to conduct status meetings or submit status reports at a higher frequency, it will result in an additional ImageSoft professional service cost.
- If there is a change in the scope or schedule of the project, the ImageSoft Project Manager will administer the Project Change Authorization Procedure with the Customer Project Manager.

Project Planning & Initiation

The purpose of this activity is to define roles and responsibilities of the ImageSoft and Customer team members, review the SOW, prepare and deliver high level project schedule, and conduct a project kick-off meeting.

This activity consists of the following subtasks:

- Prepare and deliver the initial ImageSoft project plan.
- Gather and review preliminary background and project related information.
- Prepare and deliver Communication Plan.
- Schedule discovery sessions with assistance from Customer Project Manager.
- Schedule and conduct a project kick-off meeting with Customer and ImageSoft project teams including key stakeholders.

Business Analysis and Design

The objective of this activity is to define the functional and technical requirements for the solution and create a design for the solution. Customer's business and IT Subject Matter Experts will participate in discovery, design, and review sessions.

This activity consists of the following subtasks:

- Conduct up to three and one half (3.5) days of remote and/or onsite discovery meetings
- Conduct follow up sessions as needed.
- Document functional design information into a SRD using Use Case language.
- Perform internal review of SRD.

- Review the SRD with Customer.
- Deliver and receive sign-off for SRD.
- Perform Work Breakdown Structure to validate scope, estimates and schedule.
- Revise the project plan based on the results of Discovery. Any changes that arise will be managed through the procedure described in Appendix B-1: Project Change Authorization Procedure.

Build & Unit Test

The objective of this activity is to install and configure the system and to develop any required custom software as defined in the SRD. Build and Unit Test will be performed in a single DEV environment and migrated to a PROD environment. ImageSoft will schedule and perform functional demonstrations at regular intervals as determined by the project plan.

This activity includes the following subtasks:

- Confirm system access.
- Perform Customer environment review.
- Install and configure software in accordance to the SRD.
- Develop solution in one environment in accordance to the SRD.
- Perform bi-weekly internal planning activities to ensure build is progressing in accordance to the project plan.
- Perform internal reviews of system at regular intervals.
- Schedule and perform Customer demonstrations at regular intervals as determined by the project plan.
- Perform internal Unit Testing.

System Testing

The objective of this activity is to test the system and ensure it is working as designed in accordance to the SRD and associated test cases.

This activity consists of the following subtasks:

- Create Test Cases from SRD.
- Conduct system testing.
- Fix identified problems.
- Retest as required.

Conduct User Training

The objective of this activity is to train up to ten (10) users on the system. Training will be performed onsite at Customer facility unless otherwise specified. As a prerequisite, users may be required to attend a Hyland end user web-based course.

The following Training Courses will be provided in accordance to this SOW:

- OnBase Unity Client training including scan/index (one (1) class)
- District Court Workflow training (one (1) class per phase: Phase 1 Civil/Traffic, Phase 2 Criminal/Probation)

This activity consists of the following subtasks:

- Provide Customer with installation instructions for any machines to be used during training session.

- Review of a sample training machine to ensure training readiness.
- Purge system of unit testing data as needed.
- Load system with sample training documents.
- Plan and discuss with Customer how and where the training will be conducted.
- Prepare ImageSoft training materials. All training materials are customized with screenshots of the user's solution, but these are not click by click end user guides.
- Review materials with Customer.
- Schedule and conduct three (3) end user training sessions.

Conduct Solution Administration Training

The purpose of this task is to train the designated Customer System Administrator on how to manage and administer the solution. This training will occur remotely and a Solution Administration document will be provided. Document typically includes high-level environment infrastructure and administrative tasks required to maintain the solution. Solution Administration Training does not replace training offered by the software manufacturer.

This activity consists of the following subtasks:

- Prepare Systems Administrator Guide.
- Schedule and conduct one (1), four-hour Solution Knowledge Transfer session

Support User Acceptance Testing

The purpose of UAT is for Customer to test the solution to ensure that it meets what was defined in the SRD. The UAT process is a cooperative effort facilitated by ImageSoft.

UAT requires heavy involvement from both the ImageSoft and Customer teams; preparation for the UAT process starts early on in the project and culminates with the testing period. The duration of the testing period for this SOW is three (3) weeks for Phase 1 (Civil/Traffic) and three (3) weeks for Phase 2 (Criminal/Probation). A Project Change Request will be required for additional UAT duration.

ImageSoft will perform the following tasks as part of the UAT process:

- Provide Test Cases to Customer based off the SRD with test results to be completed by Customer. ImageSoft will consult with Customer throughout UAT to ensure tests are completed successfully.
- Provide UAT Issue Tracking system for Customer to log defects.
- Discuss testing best practices and Test Plan with the Customer.
- Work on-site with Customer during a pre-defined period of time to guide UAT.
- Provide onsite support for UAT Kickoff.
- Installation of a pre-configured User Activity Dashboard to allow project team members visibility into the amount and areas of testing performed within a given time period. NOTE: Customer's must own Report Dashboard module to leverage this feature.
- Conduct regular (at least 2x per week) status meetings during testing to assess test results and progress.
- Assess reported issues and discuss, provide scope details, and estimate any requested enhancements which may be identified.
- Correct defects which Customer demonstrates are behaving contrary to what was defined in the SRD.

Customer will perform the following tasks as part of the UAT process:

- Provide at least one (1) resource to perform a minimum of twenty (20) hours per week of testing during the testing period. Report results and issues to ImageSoft.
- Identify a single point of contact for internal testers to report defects.
- Identify a single point of contact to report defects and communicate with ImageSoft.
- Participate in regular UAT status meetings (at least 2x per week).
- Customer System Administration shall verify user reported defects are behaving contrary to the SRD prior to submitting defects to ImageSoft. Enter defects into the ImageSoft-provided Issue Tracking system. Details to be entered include a minimum of:
 - Detailed description of the problem (include screenshot(s) if applicable)
 - Steps needed to reproduce the issue
 - Troubleshooting steps which have already been taken to solve the issue
- Perform regular retest of ImageSoft resolved defects (at least every other day) and communicate resolutions to end users.
- Work with ImageSoft to prioritize issues that arise during UAT.

Assist Production Cutover (Go-Live)

ImageSoft will assist Customer in the rollout of the final system into production. Production Rollout is a joint effort, and will require significant effort from Customer.

This activity consists of the following subtasks:

- Create Production cutover plan and communicate plan and status with Customer.
- Coordinate with Customer on Production cutover schedule and activities, including any required system outages.
- Promote configuration to Production (single environment only).
- Perform smoke test of Production system after promotion.

Post Go-Live Support

The purpose of this activity is to provide transition of the system into support for the newly implemented solution. The duration of the support period for this SOW is three (3) weeks for Phase 1 (Civil/Traffic) and three (3) weeks for Phase 2 (Criminal/Probation). A Project Change Request will be required for additional Post Go-Live Support duration. All work will be conducted remotely.

This activity consists of the following subtasks:

- Provide support to Customer to transition newly implemented solution to ImageSoft support.
- Assess reported issues and discuss, scope, and estimate any requested enhancements which may be identified.
- Correct defects which Customer demonstrates are behaving contrary to what was defined in the SRD.
- Perform ImageSoft internal transition readiness assessment (and create documentation as necessary).
- Perform Health Check of Production system in conjunction with ImageSoft Customer Care.
- Schedule and conduct a joint meeting with the Customer and ImageSoft Customer Care.

System Support

ImageSoft has included support for the system after it has been accepted or has been migrated into production for the first twelve (12) months of post-production. Post-Production Support includes ImageSoft Customer Care support coverage. Production support is described in the external SMA.

3.2 Customer Project Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of Customer management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to ImageSoft.

- Prior to the start of this SOW, Customer will designate a Project Manager, who will be the focal point for ImageSoft communications relative to this project and who will have the authority to act on behalf of Customer. The Project Manager will: attend all status meetings; provide access to Subject Matter Experts, Project Sponsors, and other Stakeholders; ensure communication is timely across Customer organization, and support issue escalation and resolution.
- Customer will respond in a timely manner (within three (3) business days) to questions and other requests from the ImageSoft project team.
- Customer is responsible to select and provide knowledgeable personnel to manage the system after rollout. This includes both IT and business process skills transfer.
- Customer will ensure that appropriate personnel are available to attend the scheduled trainings.
- Customer is responsible for providing updated standards and procedures. Step by step user documentation on user processes will not be provided by ImageSoft as a part of this SOW.
- Customer will provide adequate access to all systems (servers and workstations) required by the project on-site and/or remote via the Internet.
- Customer will ensure its staff is available to provide such assistance as ImageSoft reasonably requires. ImageSoft is given reasonable access to Customer's Senior Management team, as well as any members of its staff to enable ImageSoft to provide Services. If any Customer staff fails to perform as required, Customer will make suitable additional or alternative staff available.
- Customer will provide relevant information and documentation required for the engagement. Customer agrees that all information disclosed or to be disclosed to ImageSoft is and will be true, accurate and not misleading in any material respect. ImageSoft will not be liable for any loss, damage or deficiencies in the services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by Customer.
- Customer will ensure it has appropriate agreements in place with third parties to enable ImageSoft to perform the services under this SOW. This includes Customer using or providing ImageSoft with third party information, software, support or materials for the project including but not limited to, where Customer is employing other suppliers whose work may affect ImageSoft's ability to provide the services. Unless specifically agreed to in writing, Customer will be responsible for the management of the third parties and the quality of their input and work.
- Unless otherwise specified, Customer will provide the necessary software and licenses that ImageSoft will use for developing custom components and applications.
- Customer is responsible for ensuring that data is secure and protected at all times on Customer computers. ImageSoft is not responsible for and cannot be held liable for inadvertent data disclosure or theft from Customer computers.
- Customer is responsible for obtaining and installing the required hardware and software infrastructure in a timeframe consistent with the deployment schedule established jointly by Customer and ImageSoft. Except to the extent ImageSoft specifically agrees otherwise in this SOW, Customer is solely responsible for the selection and management of all third-party hardware, software or communications equipment used on Customer premises. ImageSoft cannot guarantee compatibility with all third-party products, however ImageSoft will assist in verifying compatibility with ImageSoft provided products. Products that are not verified by ImageSoft may be used, however extra costs may be incurred for ImageSoft to address issues that arise.
- Customer is responsible for the setup, installation, and configuration of the servers, base operating system, database software, storage devices and network for the solution.

- Customer, at all times, during and after the performance of the Work, is responsible for maintaining adequate data backups to protect against loss of data on Customer computers.
- Customer is responsible for network performance and troubleshooting assistance including the ability to monitor network traffic and isolate bottlenecks.
- Customer is responsible for database administration and maintenance, including:
 - Implementing ImageSoft recommended database settings
 - Monitoring space consumption and adding additional storage space to accommodate growth
 - Monitoring database error logs and correcting issues that arise.
 - Applying manufacturer and ImageSoft recommended patches and service packs, after first ensuring that all products have been tested.
- Customer is responsible for managing servers and workstations, including:
 - Monitoring server error logs and correcting issues that arise.
 - Monitoring space consumption and adding additional storage space to accommodate growth
 - Applying manufacturer or ImageSoft recommended patches and service packs, after first ensuring that all products have been tested.
- Customer responsibilities when integrating to Customer Systems
 - Technical expertise and assistance with existing Customer systems, which may include engaging third-party vendors for assistance where necessary.
 - Provide all relevant documentation of their system that are to be integrated.
 - Unless otherwise described in a SOW, Customer is responsible for any programming in legacy systems necessary to provide integration.
 - Third Party interfaces need to be available PRIOR to starting Design Phase of the project to ensure that we are designing against a stable interface. All documentation, interface access, and SMEs are required to be available to ImageSoft throughout the project lifecycle. ImageSoft will not engage in parallel build of Integration to an interface under development without a special consideration.

3.3 Completion Criteria

ImageSoft will have fulfilled its obligations under this SOW when one of the following first occurs:

- ImageSoft and Customer mutually agree that the solution has been delivered by signing a Project Acceptance Form; or
- ImageSoft provides the number of professional services hours as specified in this SOW and/or in any mutually agreed upon subsequent project change request; or
- Customer or ImageSoft terminates the project in accordance with the provisions of the Agreement.

3.4 Project Schedule

The Services in this SOW are estimated to be performed over a period of forty-eight to fifty-two (48-52) weeks from the agreed upon start date. A draft project plan will be delivered to the Customer early in the project planning phase and updated iteratively.

Note: ImageSoft's professional service team currently has a lead time of up to eight to ten (8-10) weeks to ramp-up project resources for a new Customer project. Customers should check with their Account Executive for current project lead times. During this time, ImageSoft will assign an ImageSoft Project Manager to perform some of the following Project Planning and Initiation activities defined in Section 3.1.

3.5 Investment

The table below provides detailed pricing for ImageSoft's proposed solution. Hours may be reallocated across line items during project planning.

Recurring Software and Support				
	Product	Annual Unit Cost	Units	Cost
OnBase Software (Annual Subscription)				
Local Government Licensing Bundle	GOVT-B-LOCAL_SUBS	\$9,600.00	1	\$9,600.00
Local Government Named User Client	GV-B-MU2-CTIPNPE_SUBS	\$192.00	14	\$2,688.00
Local Government Workflow Named User Client SL	GV-B-MU2-WLIPNPE_SUBS	\$336.00	14	\$4,704.00
Local Government Production Document Imaging (TWAIN) 2+	GV-B-MU2-TIIPW2_SUBS	\$384.00	2	\$768.00
PDF Framework	PDFIPI1_SUBS	\$1,440.00	1	\$1,440.00
Local Government Image Forms	GV-B-MU2-IMFIPI2_SUBS	\$4,800.00	1	\$4,800.00
One-Time OnBase Subscription Software Discount (applies to First Year Subscription only)*				(\$4,800.00)
OnBase Annual Subscription Software Subtotal				\$19,200.00
ImageSoft Software (Annual Subscription)				
TrueSign User Tier 1 (1-100 Users)	IS-TSIGN-USER1	\$240.00	14	\$3,360.00
ImageSoft Annual Subscription Software Subtotal				\$3,360.00
Annual Support				
ImageSoft Customer Care	IS-CUSTOMERCARE	\$1,920.00	1	\$1,920.00
Annual Support Subtotal				\$1,920.00
Annual Software and Support Subtotal				\$24,480.00
Professional Services				
				Cost
Planning and Initiation				
Conduct Planning and Initiation Activities				
Business Analysis and Design				
	# of Discovery Days			
Prepare for Discovery				
Conduct Business Analysis and Discovery				
Solution Requirements ("SRD") Creation and Delivery				
Conduct Internal Scope Review of SRD				
Conduct Customer Review of SRD				
Build and Test				
OnBase and ImageSoft Configuration				
Server/Environment Review				
Test System Refresh (Assumes same hardware will be used)				
OnBase and ImageSoft Software Installation				
Setup Security and Microsoft Active Directory Integration				
Configure IdP				
OnBase Configuration (Disk Groups, Doc Types, Keywords, Notes, X-Refs, EDM Services (if required),				

Custom Queries (if required, up to four (4) queries, etc.)				
Configuration of DIP Process (One (1) Process with No Preprocessing)				
Configure Single File Cabinet and Sub-folders (Three (3) Levels with Subfolder Based Upon Document Type)				
Configure Electronic Unity Forms (Case Information/Notes, Hearing Prep/Notes, Judges Notes, Probation Notes, Traffic Information)				
Configure Document Composition Templates (up to four (4) templates)				
Configure eArrestment Templates (Up to ten (10) templates)				
Configure TrueSign				
Integrations				
Configure OnBase Application Enabler with Customer Line of Business Applications (up to 4 Screens)				
Configure OnBase Application Enabler with JIS				
Configure OnBase Application Enabler with JIS - Case Data Feed				
Workflow Implementation				
Civil				
Criminal				
Traffic				
eArrestment				
Document Capture				
Setup Scanners Setup and Perform Testing (Up to Two (2) Scanners)				
Create/Test OnBase Scan Queues (Up to Six (6) Queues)				
System Testing				
Perform OnBase System and Integration Testing				
Standard Documentation				
*Customized End User Training Manuals are Available at an Additional Cost				
Provide Standard OnBase Functional User Training Manuals with Customer Specific Modification				
Provide Standard OnBase Workflow User Training Manuals with Customer Specific Modification				
Create TrueSign Functional User Training Manuals with Customer Specific Modification				
Create Technical System Administrator Training Notes				
Solution Training Classes - Train-the-Trainer Methodology	# of Sessions			
Includes Both Preparation Time and Training for Up to Ten (10) People				
OnBase Functional and Scan Training (Unity Client)	1			
OnBase Business Automation Training (1 Civil/Traffic, 1 Criminal/Probation)	2			
Conduct TrueSign Functional Training	1			
Conduct System Administrator Solution Knowledge Transfer	1			
Solution Certification and Online Training			Qty	
Hyland Facilitated Classes				

System Administration (Per person)	TRSYS1-CO		1	
Introduction to Workflow (Per person)	TRWKF1-CO		1	
User Acceptance Testing ("UAT")	# of Weeks			
Assist with UAT Testing, Training, and Issue Correction for up to the following weeks:	3 Weeks Phase 1: Civil/Traffic 3 Weeks Phase 2: Criminal/Probation			
Production Rollout (Go-Live)	# of Weeks			
Create Production Environment				
Promote System to Production				
Go-Live Support Prior to Transition to Support for up to the following weeks:	3 Weeks Phase 1: Civil/Traffic 3 Weeks Phase 2: Criminal/Probation			
Project Close Out (Includes Transition to Support)				
Project Management				
Conduct Project Management Activities				
One-Time ImageSoft Professional Services Discount (Expires 3/31/2023)				(\$21,630.00)
Professional Services Subtotal				\$287,790.00
Professional Services Subtotal				\$287,790.00
Total				
Grand Total (Including Travel)				\$321,894.00
<i>Pricing Valid for Thirty (30) Days</i>				

Travel and Expenses Estimation				
		Unit Cost	Units	Cost
Estimated Travel Expenses (Rebilled at Cost)				
Airfare		\$465.00	6	\$2,790.00
Hotel		\$120.00	16	\$1,920.00
Daily Meal and Incidental Allowance		\$75.00	16	\$1,200.00
Car Rental with Fuel		\$61.00	9	\$549.00
Parking		\$10.00	9	\$90.00
Mileage Per Trip		\$29.00		
Travel Time		\$102.50	30	\$3,075.00
Travel and Expenses Estimation				\$9,624.00

*Hyland Software has agreed to provide a one-time discount to the Local Government Licensng Bundle with the removal of the following perpetual licenses:

- Multi-User Server OBIPW1, Qty. 1
- Unity Client Server UNIP11, Qty. 1
- Application Enabler AEIP11, Qty. 1
- EDM Services DMIP11, Qty 1

These modules are included within the Local Government Licensng Bundle and upon approval of this SOW will be provided as subscription licenses as part of the bundle. This change will allow Customer to continue to purchase the reduced OnBase Local Government software licenses where available.

Payment Schedule

This project will commence upon a signed SOW. The table below provides further details regarding the payment schedule.

All payments will be due on a Net-30 day basis.

Num	Payment	When	Amount
Recurring Software			
1	Subscription Software	Invoiced prior to software implementation or development services performed	\$22,560.00
Professional Services			
2	Services	Billed according to Milestone Payment table below	\$281,190.00
3	Solution Certification Training Classes	Invoiced on order by ImageSoft	\$6,600.00
4	Customer Care	Due 30 days after Go-Live	\$1,920.00
5	Travel & Expenses	Billed actuals once per month as incurred	\$9,624.00
			Total
			\$321,894.00

Software Subscriptions

If this Agreement includes a subscription for software, then the subscription will commence on the sooner of: 1) the completion of initial discovery process, if applicable; or 2) sixty (60) days following the acceptance of this Agreement.

First Year Software Subscription and Support Fees will be invoiced to Customer upon order. Annual Subscription and Support Fees thereafter will be invoiced prior to the end of the current annual subscription and support period with payment due prior to the start of the new subscription and support period.

For add-on subscription orders, Customer will be invoiced a pro-rated amount of the first year support and software subscription for the module(s) above based upon the remaining months of their current subscription and support period when order is placed.

Unless otherwise specified, the software subscription that is being provided within this SOW is for a minimum three (3) year term or will co-term with your current Software Subscription. Order will be placed by ImageSoft immediately following the acceptance of this SOW. The new software subscription or add-on subscription will commence upon order.

Professional Services Milestone Payment Schedule

Phase/Milestone	Deliverable	Payment Amount
Project Planning & Initiation	Deliverable Includes: - Planning activities - Initial Project Plan - Project Kickoff <i>* Milestone will be invoiced upon delivery of Project Kickoff Notes and Initial Project Plan</i>	\$28,119.00
Business Analysis & Design (Phase 1 Civil/Traffic)	Deliverable Includes: - Requirements Gathering (generally onsite) - Creation of SRD <i>* Milestone will be invoiced upon delivery of SRD (note: signoff of SRD is not required for invoicing of milestone)</i>	\$28,119.00

Business Analysis & Design (Phase 2 Criminal/Probation)	Deliverable Includes: - Requirements Gathering (generally onsite) - Creation of SRD <i>* Milestone will be invoiced upon delivery of SRD (note: signoff of SRD is not required for invoicing of milestone)</i>	\$28,119.00
Build and System Test (Phase 1 Civil/Traffic)	Deliverable Includes: - Development of solution in one environment - Demonstrations as dictated by Project Plan - ImageSoft internal System Testing - Delivery of solution for User Acceptance Testing <i>*Milestone will be invoiced upon delivery of the solution for testing (note: Training for UAT is not required for invoicing of milestone)</i>	\$42,178.50
Build and System Test (Phase 2 Criminal/Probation)	Deliverable Includes: - Development of solution in one environment - Demonstrations as dictated by Project Plan - ImageSoft internal System Testing - Delivery of solution for User Acceptance Testing <i>*Milestone will be invoiced upon delivery of the solution for testing (note: Training for UAT is not required for invoicing of milestone)</i>	\$42,178.50
Hyland Training	Deliverable includes: - Scheduling Customer resource for Hyland Training Course	\$6,600.00
Training (Phase 1 Civil/Traffic)	Deliverable Includes: - Documentation and Training as defined in the SOW <i>*Milestone will be invoiced upon Customer receipt of training documentation and training efforts as determined by the SOW (note: Sys Admin handoff nor Customer approval of delivered document are required for invoicing of milestone)</i>	\$7,029.75
Training (Phase 2 Criminal/Probation)	Deliverable Includes: - Documentation and Training as defined in the SOW <i>*Milestone will be invoiced upon Customer receipt of training documentation and training efforts as determined by the SOW (note: Sys Admin handoff nor Customer approval of delivered document are required for invoicing of milestone)</i>	\$7,029.75
User Acceptance Testing (Phase 1 Civil/Traffic)	Deliverable Includes: - Support during UAT - Frequent Review Meetings - Resolution of project issues and bugs during UAT <i>* Milestone will be invoiced upon Customer signoff of UAT (note: additional duration of UAT may necessitate a Project Change Order. In that event, this milestone will be invoiced after the duration of UAT is met per the SOW. Enhancement requests or non-bug/project issue items will not impede the invoicing of milestone)</i>	\$14,059.50
User Acceptance Testing (Phase 2 Criminal/Probation)	Deliverable Includes: - Support during UAT - Frequent Review Meetings - Resolution of project issues and bugs during UAT <i>* Milestone will be invoiced upon Customer signoff of UAT (note: additional duration of UAT may necessitate a Project Change Order. In that event, this milestone will be invoiced after the duration of UAT is met per the SOW. Enhancement requests or non-bug/project issue items will not impede the invoicing of milestone)</i>	\$14,059.50
Production Cutover (Go Live) (Phase 1 Civil/Traffic)	Deliverable Includes: - Migration of solution to one environment (or as determined by SOW) - System Administrator Handoff meeting and documentation <i>* Milestone will be invoiced when solution is migrated to Production environment, Sys Admin meeting is complete and documentation is delivered</i>	\$14,059.50

Production Cutover (Go Live) (Phase 2 Criminal/Probation)	Deliverable Includes: - Migration of solution to one environment (or as determined by SOW) - System Administrator Handoff meeting and documentation <i>* Milestone will be invoiced when solution is migrated to Production environment, Sys Admin meeting is complete and documentation is delivered</i>	\$14,059.50
Post Production Support (Phase 1 Civil/Traffic)	Deliverable Includes: - Post Go Live support duration as defined in the SOW - Resolution of in scope project issues and bugs - Transition to Customer Care <i>* Milestone and any hold back % will be invoiced upon transition to Customer Care (note: Enhancement requests or non-bug/project issue items will not impede the invoicing of milestone).</i>	\$7,029.75
Post Production Support (Phase 2 Criminal/Probation)	Deliverable Includes: - Post Go Live support duration as defined in the SOW - Resolution of in scope project issues and bugs - Transition to Customer Care <i>* Milestone and any hold back % will be invoiced upon transition to Customer Care (note: Enhancement requests or non-bug/project issue items will not impede the invoicing of milestone).</i>	\$7,029.75
Project Management	Deliverable Includes: - Maintenance of Project Plan - Regular Status Reports and meetings - Communication Plan - Issue Identification and Escalation - Risk Management - Active management to maintain scope, schedule, budget <i>* Milestone will be invoiced 30 days post production go live date</i>	\$28,119.00

Out-Of-Pocket Expenses

Customer shall reimburse ImageSoft for all reasonable out-of-pocket expenses that ImageSoft incurs in performing the Work described herein. Out-of-pocket expenses shall include travel costs, meals, and lodging expenses and must be supported by proper invoices or other appropriate documentation.

Customer shall reimburse ImageSoft for travel time at an hourly rate equal to 50% of the Standard Hourly Rate.

The Discounted Hourly Rate is \$205 per hour.

3.6 Additional Considerations

Reference Considerations

One of ImageSoft's core values is to provide exceptional Customer services. To that end ImageSoft strives to make every Customer project one in which the customer is willing to attest to the quality of the work. Customer agrees that if they are completely satisfied with the work that ImageSoft may, on occasion, ask for Customer to spend a few minutes talking to another prospective Customer about the project. ImageSoft will always ask permission before using Customer as a reference.

3.7 Project Assumptions

The following assumptions were made by ImageSoft while preparing this SOW for Customer. A significant change in any of the below assumptions may directly affect the work, schedule, and cost of this project.

- The solution will be implemented at Customer's facility in Caro, Michigan.
- ImageSoft's professional services will be performed both onsite, at the Customer's facility, and remotely from ImageSoft's offices.

- Customer will provide VPN access to implementation team members allowing multiple members simultaneous access to facilitate remote development. Additional security requests prior to providing access may be requested by Customer.
- Customer supplied hardware / computer equipment is not necessary for VPN connections.
- Deliverable Materials will be accepted or written feedback delivered within five (5) business days of receipt. If ImageSoft receives no response from the Customer Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. Revisions not agreed to by ImageSoft or Customer will be managed in accordance with Project Change Authorization Procedure and/or Escalation procedure.
- The system being provided runs in a Local Area Network and Web environment. As such, the performance of the system is directly related to, among other things: available network bandwidth, network performance, and the performance of other applications. For this reason, ImageSoft can make no guarantees as to system response time.
- The OnBase Application Enabler will be used to configure the screen level integration between OnBase and JIS. It will not be configured at the API level.
- Customer is responsible for the JIS District Court feed with JIS vendor. ImageSoft can provide what feeds are needed, but it will be the responsibility of Customer to work with the JIS vendor to procure this feed.
- Update of the JIS docket (register of actions) will not be automated and will continue to be performed through manual data entry. No direct data updating of JIS will be performed by this solution.
- Configuration changes will be made to Customer's existing version of OnBase. No upgrade services are included within the scope of this SOW.
- OnBase Unity Integration Toolkit and Core Query API modules are required components to utilize TrueSign. Customer currently owns both of these modules and must stay current to maintain TrueSign functionality.
- In order to facilitate interactive signing, Microsoft Edge is required.
- Modifications to the existing OnBase configuration for departments that send documents to the District Court is not included within this SOW.

4. Approval

Signature is required to accept this SOW. By signing below each party agrees to the proposed project scope and authorizes work to begin.

<i>Agreed to:</i> Tuscola County, MI 207 E. Grant Street, Caro, MI 48723	<i>Agreed to:</i> i3-ImageSoft, LLC. 401 S. Main St., Royal Oak, MI 48067
By: _____ Authorized Signature	By: _____ Authorized Signature
Date: _____	Date: _____
Name (Type or Print): _____	Name (Type or Print): _____
Title (Type or Print): _____	Title (Type or Print): _____
Project Name: District Court Implementation	

<i>Internal Use:</i> Opportunity #: _____ 14076
Sales Order #: _____
Doc Control #: _____ 20221214

Appendix A: Software Deliverables

The table below provides a short description of each of the OnBase and ImageSoft modules being provided. The description provided here is to provide a brief overview of the intended purpose. A more comprehensive description of each of the modules is available upon request.

Module Name	Part #	Description
Local Government Licensing Bundle	GOVT-B-LOCAL_SUBS	Provides limited ECM functionality to Local Government with populations of less than 250,000. Modules comprising the bundle include: Multi-User Server (1), Unity Client Server with Combined Viewer (1), EDM Services (1), Application Enabler (single application) (1), Full-Text Search (1), Workflow/Workview Named User (1), and Virtual Print Driver (1). Hyland Requirements: Valid Client Licenses
Local Government Named User Client	GV-B-MU2-CTIPNPE_SUBS	Provides retrieval, viewing, printing, and management of documents for a single named user.
Local Government Workflow Named User Client SL	GV-B-MU2-WLIPNPE_SUBS	Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms.
Local Government Production Document Imaging (TWAIN) 2+	GV-B-MU2-TIIPW2_SUBS	Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing. Hyland Requirements: Includes a Workstation Client license.
PDF Framework	PDFIPI1_SUBS	Enables PDF features for dependent products as referenced in the OnBase Requirements section for that product.
Local Government Image Forms	GV-B-MU2-IMFIPI2_SUBS	Enterprise license. Image Forms replicate paper forms electronically, providing the ease and accessibility of an electronic form while eliminating the frustration of duplicate entry or costly mistakes. Built on the same platform as Unity Forms, Image Forms are simple to configure and share popular features like Custom Actions, Signatures, and Calculated Fields. The form can be filled out in a supported client or browser and routed through Workflow. Image Forms can dramatically reduce the time it takes to fill out, process, and submit forms by: Validating data upon entry or on submission of the form, shortening cycle times by eliminating the physical routing of paper, and supporting processes that rely on regulated forms by providing an electronic image replica of the form. Additionally, the Forms Designer in the Unity Client provides an intuitive interface to create form templates quickly and easily. Hyland Requirements: Unity Client Server
TrueSign User Tier 1 (1-100 Users)	IS-TSIGN-USER1	TrueSign Team Users are subscribed users within an organization with a Business Subscription.

Appendix B: Project Procedures

B-1: Project Change Authorization Procedure

A Project Change Request ("PCR") will be the vehicle for communicating change and will describe the change and the effect the change will have on the project.

The following process will be followed if a change to this SOW is required:

- A change is proposed by either party's Project Manager and discussed.
- The Project Team will investigate scope, schedule, and cost impacts of the proposed change.
- A PCR will be created by ImageSoft Project Manager and submitted for internal review and approval.
- The Account Executive and/or ImageSoft Project Manager will submit the PCR to the Customer Project Manager for review.
- A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. ImageSoft will invoice Customer for any such charges when incurred as per the PCR deliverables.
- Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

B-2: Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

- When a conflict arises between Customer and ImageSoft, the project team member(s) will first strive to work out the problem internally.
- Level 1: If the project team cannot resolve the conflict within a reasonable timeframe, the Customer Project Manager and ImageSoft Project Manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the Customer Project Lead will meet with the ImageSoft Team Lead to resolve the issue.
- Level 3: If the conflict is not resolved after being escalated to Level 2, the Customer Project Sponsor and ImageSoft Executive Sponsor will meet to resolve the issue.
- If the conflict remains unresolved after Level 3 intervention, either party may terminate this SOW. If the conflict is addressed by termination, Customer agrees to pay ImageSoft for the following:
 - All Services ImageSoft provides and any Products and Materials ImageSoft delivers through termination;
 - All expenses ImageSoft incurs through termination; and
 - Any charges ImageSoft incurs in terminating the Services.
- During any conflict resolution, ImageSoft agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	END BALANCE	2023		ACTIVITY FOR MONTH 02/28/23 INCR (DECR)	YTD BALANCE	AVAILABLE		% BGD USED
		12/31/2022 NORM (ABNORM)	ORIGINAL BUDGET	2023 AMENDED BUDGET		02/28/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)		
Fund 244 - EQUIPMENT/TECHNOLOGY FUN									
Expenditures									
Dept 259 - COMPUTER OPERATIONS									
244-259-801.004	REPLACE CABLE INFRASTRUCTURE	4,713.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00
244-259-801.006	REPLACE PRINTERS	1,950.00	2,000.00	2,000.00	0.00	1,681.91	318.09	84.10	
244-259-965.020	JAIL MGMT SOFTWARE	39,584.41	0.00	0.00	0.00	0.00	0.00	0.00	
244-259-970.012	CROWDSTRIKE ANTIVIRUS	27,501.00	0.00	0.00	0.00	0.00	0.00	0.00	
244-259-971.006	REPLACE DESKTOPS	8,214.86	8,500.00	8,500.00	0.00	0.00	8,500.00	0.00	
244-259-971.020	SERVER	16,733.23	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	
244-259-971.027	PHASEBACK VSGR UNITS	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	
244-259-973.017	SCANNER FOR PROBATE COURT	9,182.60	0.00	0.00	0.00	0.00	0.00	0.00	
244-259-973.021	PURDY BUILDING SECURITY CAMERA	9,906.46	0.00	0.00	0.00	0.00	0.00	0.00	
244-259-973.022	ALERTUS KEY CODE	16,900.00	17,500.00	17,500.00	0.00	0.00	17,500.00	0.00	
244-259-974.020	TREASURER INVESTMENT SOFTWARE	20,800.00	0.00	0.00	0.00	0.00	0.00	0.00	
244-259-983.022	CLERK - SCANNERS	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00	
244-259-986.016	SECURITY CAMERAS	23,543.77	0.00	0.00	0.00	0.00	0.00	0.00	
244-259-986.020	JAIL CAMERA SYSTEM	111,775.36	0.00	0.00	0.00	0.00	0.00	0.00	
244-259-992.019	DISTRICT COURT ON-BASE	0.00	350,000.00	350,000.00	0.00	0.00	350,000.00	0.00	
Total Dept 259 - COMPUTER OPERATIONS		305,804.78	398,000.00	398,000.00	0.00	1,681.91	396,318.09	0.42	
TOTAL EXPENDITURES		305,804.78	398,000.00	398,000.00	0.00	1,681.91	396,318.09	0.42	
Fund 244 - EQUIPMENT/TECHNOLOGY FUN:									
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		305,804.78	398,000.00	398,000.00	0.00	1,681.91	396,318.09	0.42	
NET OF REVENUES & EXPENDITURES		(305,804.78)	(398,000.00)	(398,000.00)	0.00	(1,681.91)	(396,318.09)	0.42	

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Clayette Zechmeister <zclay@tuscolacounty.org>

February 23rd BOC Agenda Item

1 message

Jodi Fetting <jfetting@tuscolacounty.org>
To: Clayette <zclay@tuscolacounty.org>

Wed, Feb 8, 2023 at 8:11 AM

Good Morning,
Can the matter of

Appointment to the Region VII Area Agency on Aging Advisory Council

please be added to the 2/23/23 BOC Agenda?

Thank you!



TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 23rd day of February 2023, with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner _____,
seconded by Commissioner _____,

TUSCOLA COUNTY BOARD OF COMMISSIONERS RESOLUTION # 2023-02 Honoring the Michigan Association of Counties

WHEREAS, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

WHEREAS, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

WHEREAS, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

WHEREAS, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

WHEREAS, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

WHEREAS, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

WHEREAS, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

WHEREAS, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

WHEREAS, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

WHEREAS, the association’s advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

WHEREAS, no fewer than five association presidents have served or are serving in the Michigan Legislature in the 21st century, a testament to the culture of public service inculcated by the association

THEREFORE, BE IT RESOLVED that Tuscola County wishes to commend and honor the Michigan Association of Counties on its 125th Anniversary year.

Resolution declared approved dated this 23rd day of February, 2023.

Date _____

*Kim Vaughan, Chairperson
Tuscola County Board of Commissioners*

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of an agreement approved by the Board of Commissioners at a regular meeting on February 23,2023.

Date _____

*Jodi Fetting
Tuscola County Clerk, CCO*

AKRON TOWNSHIP

4280 W. Bay City-Forestville Rd., Unionville, MI 48767

*Recd
2-9-2023
wj*

February 1, 2023

Tuscola County
c/o Clayette Zechmeister - Controller
125 W. Lincoln Street
Caro, Michigan 48723

Re: Tax Abatement Request from Labudde Group/Bulldog Brothers Akron, LLC.

Dear Ms. Zechmeister:

The Township of Akron and Tuscola County EDC have been working with Labudde Group/Bulldog Brothers Akron, LLC. on the Township's consideration of approving an Industrial Facilities Exemption Certificate for tax abatement for property located at 3880 Rayl Rd., Akron, MI 48701.

Notice is given that on Thursday, February 23, 2023, at 7:00 pm there will be a Public Hearing with the Akron Township Board of Trustees, to consider the application from Labudde Group/Bulldog Brothers Akron, LLC. for an Industrial Facilities Exemption Certificate (tax abatement) by Akron Township. A copy of the public notice is enclosed.

Since the tax collected for the Tuscola County may be affected, if approved, a representative from the Tuscola County is entitled to appear and be heard.

Jamie Schuette
Akron Township Clerk

Enc.

PUBLIC NOTICE

Public Hearing on the Approval of an Industrial Facilities Exemption Certificate for LaBudde Group/Bulldog Brothers Akron, LLC. in the Township of Akron

Notice is hereby given that on Thursday, February 23, 2023, at 6:50 p.m., the Akron Township Board will hold a public hearing. The meeting and public hearing will be held at the Akron Township Hall, 4280 Bay City Forestville Rd., Unionville, MI 48701.

The public hearing is held pursuant to Act 198 of the Michigan Public Acts of 1974, as amended for the approval of an Industrial Facilities Exemption Certificate for a proposed building to be constructed by LaBudde Group/Bulldog Brothers Akron, LLC. at the following real property:

Land situated in the Township of Akron, County of Tuscola, and State of Michigan:

Parcel 1:

Part of the South 1/2 of the Northeast 1/4 of Section 34, Town 14 North, Range 8 East, described as beginning at a point on the North and South 1/4 line of said Section 34, which is North 00 degrees 58 minutes 10 seconds West 348.25 feet from the Center of said Section 34; thence continuing along the North and South 1/4 line of said Section 34, North 00 degrees 58 minutes 10 seconds West 208.00 feet; thence North 89 degrees 05 minutes 00 seconds East 325.00 feet; thence North 00 degrees 58 minutes 10 seconds West 100.00 feet; thence South 89 degrees 05 minutes 00 seconds West 325.00 feet to the North and South 1/4 line of said Section 34; thence along said North and South 1/4 line North 00 degrees 58 minutes 10 seconds West 647.95 feet to a point which is South 00 degrees 58 minutes 10 seconds East 16.50 feet from the Northwest Corner of the South 1/2 of the Northeast 1/4 of said Section 34; thence parallel to the North line of the South 1/2 of the Northeast 1/4 of said Section 34 North 89 degrees 04 minutes 39 seconds East 1650.28 feet; thence South 00 degrees 58 minutes 10 seconds East 608.18 feet to the Northwesterly Railroad Right of Way line of the Chesapeake and Ohio Railroad; thence along said Northwesterly Railroad Right of Way line North 26 degrees 58 minutes 28 seconds East 706.82 feet; thence along the North line of the South 1/2 of the Northeast 1/4 of said Section 34, North 89 degrees 04 minutes 39 seconds East 644.72 feet; thence South 01 degrees 11 minutes 06 seconds East 1320.98 feet to the East 1/4 corner of said Section 34; thence along the East and West 1/4 line of said Section 34 South 89 degrees 05 minutes 00 seconds West 2268.19 feet; thence North 00 degrees 58 minutes 10 seconds West 348.25 feet; thence South 89 degrees 05 minutes 00 seconds West 363.00 feet to the North and South 1/4 line of said Section 34 and Point of Beginning.

Except a strip of land 66.00 feet wide owned by the Chesapeake and Ohio Railroad and described as beginning at a point on the East and West 1/4 line of said Section 34, which is North 89 degrees 05 minutes 00 seconds East 1281.16 feet from the Center of said Section 34; thence continuing along the East and West 1/4 Line of said Section 34 North 89 degrees 05 minutes 00 seconds East 74.68 feet; thence North 26 degrees 58 minutes 28 seconds East 1494.51 feet; thence along the North line of the South 1/2 of the Northeast 1/4 of said Section 34 South 89 degrees 04 minutes 39 seconds West 74.68 feet; thence South 26 degrees 58 minutes 28 seconds West 1494.51 feet to the East and West 1/4 line of said Section 34 and Point of Beginning.

Also Except Beginning at a point on the West line of said Northeast 1/4 which is North 00 degrees 58 minutes 10 seconds West along said West line 348.25 feet from the center 1/4 corner of said Section 34 (said point also being South 00 degrees 58 minutes 10 seconds East along said West line 2293.40 feet from the North 1/4 corner of said Section 34); thence continuing North 00 degrees 58 minutes 10 seconds West along said West line 208.00 feet; thence North 89 degrees 05 minutes 00 seconds East 363.00 feet; thence South 00 degrees 58 minutes 10 seconds East parallel with said West line 208.00 feet; thence South 89 degrees 05 minutes 00 seconds West 363.00 feet to the point of beginning. Also, Except Part of the Northeast 1/4 of Section 34, Town 14 North, Range 8 East, described as beginning at the East 1/4 corner of said Section 34; thence along the East-West 1/4 line of said Section 34, South 89 degrees 05 minutes 00 seconds West, 1200.67 feet; thence parallel to the Southeasterly line of railroad right-of-way, North 26 degrees 58 minutes 28 seconds East, 109.41 feet; thence North 89 degrees 05 minutes 00 seconds East, 1150.72 feet to the East line of said Section 34; thence along said East line of Section 34, South 00 degrees 11 minutes 06 seconds East, 96.71 feet to the point of beginning.

001-034-000-1500-01

Parcel 2:

Part of the South 1/2 of the Northeast 1/4 of Section 34, Town 14 North, Range 8 East. Described as beginning at a point on the North and South 1/4 line of said Section 34 which is North 00 degrees 58 minutes 10 seconds West 1304.20 feet from the center of said Section 34; thence continuing along the North and South 1/4 line of said Section 34, North 00 degrees 58 minutes 10 seconds West 16.50 feet; thence along the North Line of the South 1/2 of the Northeast 1/4 of said Section 34, North 89 degrees 04 minutes 39 seconds East 1981.50 feet to the Northwesternly Railroad Right of Way Line of the Chesapeake and Ohio Railroad; thence along said Northwesternly Railroad Right of Way Line, South 26 degrees 58 minutes 28 seconds West 706.82 feet; thence North 00 degrees 58 minutes 10 seconds West 608.18 feet; thence South 89 degrees 04 minutes 39 seconds West 1650.28 feet to the North and South 1/4 line of said Section 34 and Point of Beginning.

001-034-000-2100-00

The owners of all real property within the Industrial Development District, together with any other residents or taxpayers of the Township of Akron shall have the right to appear and to be heard.

Jamie Schuette
Township Clerk



BOARD OF COMMISSIONERS

County Building
P.O. Box 70, Room 131
Cheboygan, Michigan 49721

Tel ~ (231) 627-8858
Fax ~ (231) 627-8881
E-mail ~ ccao@cheboygancounty.net

CHEBOYGAN COUNTY BOARD OF COMMISSIONERS

RESOLUTION #2023-04 HONORING the Michigan Association of Counties

WHEREAS, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

WHEREAS, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

WHEREAS, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

WHEREAS, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

WHEREAS, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

WHEREAS, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

WHEREAS, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

WHEREAS, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

WHEREAS, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

WHEREAS, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

WHEREAS, no fewer than five association presidents have served or are serving in the Michigan Legislature in the 21st century, a testament to the culture of public service inculcated by the association

THEREFORE, BE IT RESOLVED that CHEBOYGAN COUNTY wishes to commend and honor the Michigan Association of Counties on its 125th Anniversary year.

District 1
Jeff Ostman

District 2
Richard B. Sangster
Vice-Chairman

District 3
Michael Newman

District 4
Ron Williams

District 5
Kimberlee Pappas

District 6
John B. Wallace
Chair

District 7
Steve Warfield

Adopted this 14 day of February, 2023.

CHEBOYGAN COUNTY BOARD OF
COMMISSIONERS

By: John B. Wallace
John B. Wallace, Chairperson

I, the undersigned, the Clerk of the County of Cheboygan, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Cheboygan County Board of Commissioners at its regular meeting held on February 14, 2023 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: February 14, 2023

Karen L. Brewster
Karen L. Brewster, County Clerk



MACKINAC COUNTY BOARD OF COMMISSIONERS

100 S. Marley Street Room 10
St. Ignace, Michigan 49781
Phone (906) 643-7300 Fax (906) 643-7302
TDD (800) 649-3777

Corina Clark – Dist. 1
Daniel Litzner – Dist. 2

Jodi Kaiser – Dist. 3
Mike Patrick – Dist. 4
Judy St. Louis-Scott – Dist. 5

RESOLUTION HONORING THE MICHIGAN ASSOCIATION OF COUNTIES ON ITS 125TH ANNIVERSARY

WHEREAS, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

WHEREAS, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

WHEREAS, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

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WHEREAS, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

WHEREAS, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

WHEREAS, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

WHEREAS, no fewer than five association presidents have served or are serving in the Michigan legislature in the 21st century, a testament to the culture of public service inculcated by the association.

THEREFORE, BE IT RESOLVED that Mackinac County wishes to commend and honor the Michigan Association of Counties on its 125th Anniversary year.

ROLL CALL VOTE

Moved by: Kaiser

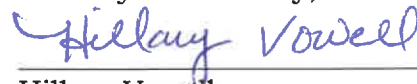
Supported by: Clark

Ayes: Kaiser, Litzner, Clark, Patrick, St.Louis-Scott

Nays: None

Absent: None

I, Hillary Vowell, Clerk of the Mackinac County Board of Commissioners, do hereby certify and set my seal to the above resolution as adopted by the Mackinac County Board of Commissioners at their regular meeting held on the 9th day of February, 2023.



Hillary Vowell
Mackinac County Clerk



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Legislative Update 2-10-23

WRITTEN BY [DEREK MELOT](#) ON FEBRUARY 10, 2023. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MACSC](#), [MARKETING](#), [NACO](#)

Boost for revenue sharing highlights governor’s FY24 budget

A 17 percent boost in county revenue sharing is a “great indicator” that Gov. Gretchen Whitmer recognizes the need to reinvest in local public services, MAC Executive Director Stephan Currie said Wednesday in response to Whitmer’s [fiscal 2024 budget presentation](#) in Lansing.

“The fact that this and so many of MAC’s 2023 priorities, such as investments in juvenile justice, public health and foster care, are reflected in the governor’s spending plan is a good start as the budget work begins in Lansing,” Currie added in an official statement.

Deena Bosworth, MAC director of governmental affairs, told the Gongwer News Service, “We’re hoping (the county revenue sharing increase) stays with 10 percent and the 7 percent. That represents a significant increase.”

Among MAC’s 2023 priorities in Lansing is the creation of a Revenue Sharing Trust Fund to include dollars earmarked by law from the state sales tax.

In other budget areas affecting county government:

Public health and public safety

FISCAL YEAR 2024 EXECUTIVE RECOMMENDATION FOR STATUTORY REVENUE SHARING PROGRAMS

	FY 2023 Ongoing Enacted	% Change	\$ Change	FY 2024 Recommended Program Components
Cities, Villages, and Townships (CVT): Ongoing	\$ 279,557,400	5%	\$ 13,977,900	\$ 293,535,300
CVT: One-Time		5%	\$ 13,977,900	\$ 13,977,900
CVT Public Safety: Ongoing		2%	\$ 5,591,100	\$ 5,591,100
CVT Public Safety: One-Time		5%	\$ 13,977,900	\$ 13,977,900
CVT Subtotal	\$ 279,557,400		\$ 47,524,800	\$ 327,082,200
County Revenue Sharing and County Incentive Program: Ongoing	\$ 243,487,400	5%	\$ 12,172,400	\$ 256,163,400
County: One-Time		5%	\$ 12,176,400	\$ 12,176,400
County Public Safety: Ongoing		2%	\$ 4,870,600	\$ 4,870,600
County Public Safety: One-Time		5%	\$ 12,176,400	\$ 12,176,400
County Subtotal	\$ 243,487,400		\$ 41,395,800	\$ 285,386,800
Public Safety Total			\$ 36,616,000	\$ 36,616,000
All Statutory Revenue Sharing Total			\$ 88,920,600	\$ 612,469,000

Recommended amounts are rounded, and percent change may vary minimally due to this rounding. Fiscal Year 2024 County Revenue Sharing recommendation includes an additional \$503,600 for annualized funding for Emmet County's return to the program, which is not included in the \$ Change column.

- A \$30 million increase in base funding to local public health departments
- An almost 60 percent increase in funding to support essential public health services to enhance recruitment efforts for behavioral health workers
- Dedication of a 7 percent increase in revenue sharing to public safety, totaling \$17 million, to aid with public safety employee recruitment, retention and training, and equipment and infrastructure improvements
- \$2 million to establish a Juvenile Justice Services Division within the State Court Administrator's Office, implementing one of the Michigan Task Force on Juvenile Justice Reform's recommendations
- \$556,900 to create a juvenile justice unit within the State Appellate Defender's Office, which would provide appellate counsel for indigent youth
- \$32 million for Michigan Department of Health and Human Services juvenile justice programming reimbursements; these reimbursements, through the Michigan Child Care Fund, are used for community programming for juvenile justice at the local level
- \$2 million to establish the Office of Child Advocate juvenile justice services
- \$220.9 million for Michigan Indigent Defense Commission (MIDC) grants, a \$72 million increase from FY23 to cover the minimum MIDC standards for indigent attorney compensation (120 local trial court funding units will receive this funding to implement the requirements for "effective and fair assistance of counsel for indigent criminal defendants")
- \$19.3 million to increase the daily rate paid to foster families, adoptive families, and juvenile guardians.

Infrastructure

While Whitmer spoke at length about changing the vehicles on our roads (see bullets below), she had little to say about investments in roads. Nearly all the money in the proposed transportation budget is dedicated to ongoing programs, including debt service and a bridge bundling initiative.

Electric vehicle spending

- \$45 million for local governments to convert their fleets to electric vehicles (EVs)
- \$65 million for charging infrastructure both commercially and at-home
- \$48.8 million to temporarily suspend the sales tax on electric vehicles
- \$150 million for electric school buses

The governor called for \$225.8 million to replace thousands of water service lines made of lead and \$280.5 million for water treatment facility upgrades and stormwater management systems. Not all these dollars would come from the state General Fund, however, as a large portion would be drawn from funds via the federal Infrastructure Investment and Jobs Act.

Also, she proposed \$25 million to remove dams, so long as they do not contain invasive species or generate power for communities.

A more detailed line-item breakdown of the governor's budget is planned for the Feb. 17 Legislative Update.

Podcast 83 gives initial review of governor's FY24 budget

There is much to like for counties in Gov. Gretchen Whitmer's fiscal 2024 budget proposal, members of MAC's Podcast 83 team said during an episode taped the day after the governor's presentation on Feb. 8.

Guest host Deena Bosworth, MAC Governmental Affairs Director, led MAC staffers Madeline Fata and Samantha Gibson through areas of particular note to counties, highlighted by:

- A 17 percent increase on county revenue sharing

- A \$19 million boost to support foster families
- More than \$12 million to support ongoing work for a statewide judicial case management system



By contrast to these high points, the governor’s budget only raised more questions about another perennial county concern: proper funding for roads and bridges. The budget’s emphasis on electric vehicles, which do not contribute to the state’s key fuel funds, only exacerbate the concerns MAC and others expressed about road funding trends during a policy briefing in late January.

On the lighter side, watch the episode to find out who celebrated a birthday this week.

See the full video, recorded on Feb. 9.

Previous episodes can be seen at MAC’s YouTube Channel.

And you always can find details about Podcast 83 on the MAC website.

State releases opioid settlement spending principles

On Friday, the Michigan Department of Health and Human Services (MDHHS) released its spending “plan” for the state of Michigan’s opioid settlement dollars for 2023.

The document does not provide dollar amounts, but states it is: “A brief overview of key efforts and investments.”

MDHHS has been authorized to spend \$39.2 million of the settlement dollars to carry out these efforts and plans to focus on activities that cannot be funded from other restricted sources. The areas for investments align with the state opioid strategy focusing on the pillars of prevention, harm reduction, treatment, recovery, data, equity, criminal-legal and pregnant and parenting populations. Additional areas targeted include administrative costs and technical assistance and resources for local governments.



The assistance for local governments will be provided through three universities and will involve partnership with MAC. Many of the investments outlined by the state are associated with work taking place at the local level, potentially increasing the amount of funds flowing into counties in Michigan.

For information on MAC’s opioid settlement assistance, contact Amy Dolinky at dolinky@micounties.org.

Budget includes plan for pay boost for nursing care workers

The state would commit \$210.1 million to increasing pay for direct care workers in skilled nursing facilities under a provision of Gov. Gretchen Whitmer’s fiscal 2024 budget.

These recommendations would increase the average wage by \$1.50 per hour for direct care workers.

An additional \$90 million in state dollars would go to boost pay for non-direct care employees.

The Michigan Counties Medical Care Facilities Council, which represents the 34 county-owned medical care facilities in Michigan, supports pay increases for workers, its executive director, Renee Beniak, said Friday. To see the council's legislative priorities for fiscal year 2024, [click here](#).

For more information on this issue, please contact Samantha Gibson at gibson@micounties.org.



Counties pass resolutions to honor MAC's 125th Anniversary

MAC extends its thanks to member counties that have passed, or are planning to pass official resolutions in honor of MAC's 125th Anniversary year, which began on Feb. 1.

As of mid-day Friday, MAC had copies of such resolutions from Branch, Lenawee, Mackinac, Newaygo, Ogemaw, Sanilac and Wexford. Three other counties have advised MAC they plan such action in the next two weeks.

To assist members with this effort, MAC created a resolution template with historical facts and accomplishments by the association, which was sent to county board chairs and administrators. Members can still download a copy [at this link](#) on MAC's special anniversary webpage.

If your county has passed a resolution or plans to do so, please alert MAC via email to melot@micounties.org.



Staff picks

- [Formerly incarcerated individuals and the threat to public safety: What recidivism data actually shows](#) (Citizens Research Council of Michigan)
- [The solar industry is booming. So where are the jobs?](#) (Governing)
- [With the rise of remote work, American cities face an 'urban doom loop' as revenue declines](#) (American City and County)
- [People are zapping their brains at home to improve focus and clear brain fog. But is it safe?](#) (NBC News)



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Counties
110 W. Michigan Ave., Suite
200
Lansing, Michigan 48933
(800) 258-1152
(517) 372-5374
(517) 482-4599 Fax



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Legislative Update 2-17-23

WRITTEN BY [DEREK MELOT](#) ON FEBRUARY 14, 2023. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MACSC](#), [MARKETING](#), [NACO](#)

Senators Stabenow & Peters brief MAC delegation at NACo Legislative Conference

The National Association of Counties (NACo) hosted its annual legislative conference earlier this week. Michigan was well represented at the conference with nearly fifty commissioners in attendance, as well as several MAC staff members. The Michigan delegation had the opportunity to meet with U.S. Senators Gary Peters and Debbie Stabenow to discuss their priorities and hear more about federal policies.

Medicaid Inmate Exclusion Policy (MIEP) was discussed with both senators. Currently, the use of federal funds, including Medicaid and Medicare, cannot be used for inmates. This means that counties are financially responsible for the medical care of all inmates, including pretrial detainees who are presumed innocent under the constitution. Senators Cassidy (LA) and Merkley (OR) are leading a bipartisan effort to reform the MIEP, and the MAC group encouraged Senators Peters and Stabenow to support their efforts.

Executives from the Michigan County Medical Care Facilities Council shared with the senators the crisis they face in attracting and retaining staff. Senator Peters expressed interest in pursuing broader immigration policies as Chairman of the Homeland Security and Governmental Affairs Committee that he believes could be a solution to this problem.

President Joe Biden made an appearance at the conference speaking to a general session on Tuesday. As a former Delaware county commissioner, he acknowledged a need for a more direct line from the federal government to county government. This was what led to him to create the American Rescue Plan Act (ARPA), giving \$65.1 billion directly to counties. He said ARPA was responsible for creating 12 million jobs in just two years. Senator Stabenow echoed this sentiment during her meeting with the Michigan delegation and expressed a desire to continue working on job creation in the state.

The NACo legislative conference is always a great opportunity to swap ideas and learn from other states how they have tackled issues that Michigan is facing. It is a platform for learning more about federal programs and connecting with Michigan’s federal legislators. Please consider participating in 2024!

Podcast 83 talks foreclosure litigation

In [this special episode of Podcast 83](#), MAC talks with Ted Seitz, an expert in property tax law, about ongoing litigation on tax foreclosures on property and the resulting proceeds from tax sales.

Host Stephan Currie and Deena Bosworth, MAC Governmental Affairs Director, discuss with Seitz all of the potential turns in the litigation and what that could mean to county governments.

[See the full video, recorded on Jan. 25.](#)

Previous episodes can be seen at MAC’s [YouTube Channel](#).

And you always can find details about Podcast 83 [on the MAC website](#).



Michigan Supreme Court sets hearing date for trial court funding case

This week, the Michigan Supreme Court announced its March 2023 oral arguments session docket. Oral arguments in the case to decide the constitutionality of trial court judges levying fees against criminal defendants, [People of MI v Travis Michael Johnson](#), are scheduled for March 1.

Prior to 2014, trial courts were able to impose operations fees on defendants. As a result of a 2014 Michigan Supreme Court (MSC) ruling, trial courts were no longer authorized to levy such costs without statutory authorization by the Legislature. In response to said ruling, the Legislature amended the current statute to allow trial courts to place “reasonably related” costs of prosecution on defendants but included the legislative sunset.

Currently, Michigan trial courts have the authority to impose fees, a critical funding element, until May 1, 2024. The legislature is currently working to implement the recommendations of the [Trial Court Funding Commission](#) before the May 2024 sunset date arrives. MAC supports the creation of the Trial Court Fund to distribute funding to trial courts based on operational requirements while maintaining local discretion over trial court operational decisions, and the establishment of uniform assessments and centralized collections through the State Court Administrator’s Office. The system will maintain judicial discretion for ordering fines, will reduce costs and increase efficiency.

For more information on this issue, contact Samantha Gibson at gibson@micounties.org.



NACo seeks applications for 2023 Achievement Awards

Counties have until March 3 to get the best fee on their applications for a 2023 National Association of Counties (NACo) Achievement Award.

The program is a non-competitive awards program recognizing innovative county government programs. One outstanding program from each category will be selected as the “Best of Category.” Below, find resources to help you begin your application and explore past winners.



Only county governments and state associations of counties are eligible to submit applications. There is no limit to the number of applications that can be submitted by a single entity. Regional partners are welcome to submit applications for a collective project; however, submitters must identify a single county or state association to submit the application on the group’s behalf.

To be eligible, programs must accomplish one or more of the following:

- Offer new services to county residents, fill gaps in the availability of services, fill gaps in or tap new revenue sources
- Improve the administration of an existing county government program
- Upgrade the working conditions or level of training for county employees. Enhance the level of citizen participation in, or the understanding of, government programs
- Provide information that facilitates effective public policy-making
- Promote intergovernmental cooperation and coordination in addressing shared problems

The fee for each application submitted by March 3, 2023, is \$75. The fee for each application will increase to \$100 from March 4-April 7, 2023. Any application received without payment will not be judged or awarded.

For complete details, visit the [Achievement Awards page](#).

Staff picks

- [TikTok: It's hip, it's fun and it's a security risk](#) (NACo County News)
- [How counties intend to address the nation's mental health crisis](#) (Governing)
- [Get to know ... Benzie County, Mich.](#) (NACo County News)
- [Guidelines for highway-railroad grade crossings](#) (Michigan Department of Transportation)



Resolution Urging State Legislature to Amend the Michigan Auto Insurance Reform Act to Amend the Reimbursement Cap for Auto Accident Victims and Home Health Care – Board of Commissioners

WHEREAS, the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

WHEREAS these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019;

WHEREAS, 55% of a Home Health Care provider’s 2019 collections, is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident; and

NOW THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (i.e. Michigan’s Workman’s Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association.

BE IT FURTHER RESOLVED that the Livingston County Clerk is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Livingston County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

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MOVED: D. Helzerman

SECONDED: N. Fiani

CARRIED: Roll Call Vote: Yes (6): D. Helzerman, D. Domas, F. Sample, J. Drick, R. Deaton, and N. Fiani; No (2): W. Nakagiri and J. Gross; No (0): None; Absent (1): M. Smith

STATE OF MICHIGAN)
) §
COUNTY OF LIVINGSTON)

I, **ELIZABETH HUNDLEY**, the duly qualified and acting Clerk of Livingston County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 13th day of February 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed by official signature on this 15th day of February 2023, A.D.



Elizabeth Hundley
ELIZABETH HUNDLEY, LIVINGSTON COUNTY CLERK