

# GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

## REVISED AGENDA

December 10, 2018

7:30 PM

304 E. Grand River, Board Chambers, Howell MI 48843

**Pages**

1. **CALL TO ORDER**
2. **APPROVAL OF MINUTES** 3  
Minutes of meeting dated: November 13, 2018
3. **APPROVAL OF AGENDA**
4. **REPORTS**
5. **CALL TO THE PUBLIC**
6. **RESOLUTIONS FOR CONSIDERATION**
  - 6.1 **Airport** 7  
Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter into an Agreement with AvFuel Corporation as the Aviation Fuel Supplier for the Livingston County Spencer J. Hardy Airport
  - 6.2 **Health Department** 11  
Resolution Accepting Grant Funding from the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation
  - 6.3 **Register of Deeds** 20  
Resolution Authorizing the 2019 State Grant Agreement, Grant Administrator, GPS Facilitator and Surveyor Contracts for the Remonumentation and State Plane Coordinate Determination of the Public Land Survey Corners in Livingston County
  - 6.4 **Administration** 37  
Resolution Authorizing an Amendment to the Agreement with Cohl, Stoker & Toskey, P.C., to Provide Legal Services to Livingston County
  - 6.5 **Information Technology** 38  
Resolution Authorizing the Renewal of Software Support with Fidlar Technologies for

the Register of Deeds Department

**6.6 Information Technology 81**

Resolution Authorizing a Renewal Agreement with ACC Business/AT&T for Internet Services

**6.7 Information Technology 82**

Resolution Authorizing Software Maintenance Renewals for 2019

**\*6.8 Administration 105**

Resolution to Approve the 2019 Memorandum of Agreement (MOA) with MSU Extension as Determined by the 2019 MSUE Budget

**7. CALL TO THE PUBLIC**

**8. ADJOURNMENT**

# **GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE**

## **MEETING MINUTES**

November 13, 2018, 7:30 PM  
304 E. Grand River, Board Chambers, Howell MI 48843

Present:

G. Childs, W. Green , R. Bezotte, D. Dolan

### **1. CALL TO ORDER**

The meeting was called to order by Commissioner Childs at 7:30 p.m.

### **2. APPROVAL OF MINUTES**

Minutes of meeting dated: September 10, 2018

Motion to approve the minutes as presented.

**Moved By** D. Dolan

**Seconded By** W. Green

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

### **3. APPROVAL OF AGENDA**

Motion to approve the Agenda as presented.

**Moved By** D. Dolan

**Seconded By** R. Bezotte

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

### **4. REPORTS**

Comm. Bezotte: Fire Departments meeting county wide. Having meeting tomorrow evening to discuss difficulties in purchasing equipment.

### **5. CALL TO THE PUBLIC**

Ron Long - EDC Chair: Wanted to express appreciation of consideration of funding on Agenda.

### **6. RESOLUTIONS FOR CONSIDERATION**

#### **6.1 Emergency Medical Services**

Resolution Authorizing an Agreement with Huron Valley Ambulance/Emergent Health Partners to Provide a Paramedic Education Program in Cooperation with Livingston County EMS

Jeff Boyd, EMS Director, introduced the Resolution.

Recommend Motion to the Finance Committee.

**Moved By** W. Green

**Seconded By** D. Dolan

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

## **6.2 Emergency Medical Services**

Resolution Authorizing an Agreement with the Regents of the University of Michigan for Participation in an EMS Fellowship Program

Jeff Boyd, EMS Director, introduced the Resolution.

Recommend Motion to the Finance Committee.

**Moved By** W. Green

**Seconded By** D. Dolan

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

## **6.3 Emergency Management**

Resolution Authorizing Final Payment for the Extension of the Public Safety Fiber Optic Network to Putnam Twp. Fire Department

Therese Cremonette updated Members regarding the Fiber Optic Network installation and quotes.

Recommend Motion to the Finance Committee.

**Moved By** R. Bezotte

**Seconded By** W. Green

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

## **6.4 Health Department**

Resolution Authorizing an Agreement with the Michigan Department of Environmental Quality to Conduct Environmental Health Services

Matt Bolang, Environmental Health Director, introduced the Resolution.

Recommend Motion to the Finance Committee.

**Moved By** D. Dolan

**Seconded By** R. Bezotte

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

#### **6.5 Health Department**

Resolution Authorizing an Addition to Programs and Funding to the 2019 Comprehensive Health Services Contract

Matt Bolang, Environmental Health Director, introduced the Resolution.

Recommend Motion to the Finance Committee.

**Moved By** W. Green

**Seconded By** D. Dolan

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

#### **6.6 Equalization**

Resolution in Support of House Bill 4986

Sue Bostwick, EQ Director, described the Resolution to Members.

Recommend Motion to the Board of Commissioners.

**Moved By** R. Bezotte

**Seconded By** W. Green

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

#### **6.7 Fiscal Services**

Resolution to Amend the Livingston County Procurement Policy

Cindy Catanach introduced the Procurement Policy Resolution.

Recommend Motion to the Finance Committee.

**Moved By** W. Green

**Seconded By** R. Bezotte

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

## **6.8 Administration**

Resolution Authorizing an Agreement with the Economic Development Council to Provide Support for County-wide Assistance from 2019-2021

Resolution introduced by Ken Hinton.

Dennis Dolan stated his support in this modified Resolution and requested the EDC provide more detail about services provided by SPARK.

Bill Green advised that he felt the business community needs to step up and have as much input as the County.

Bob Bezotte stated there are too many public safety issues that need funding for him to vote positively for this Resolution.

Recommend Motion to the Finance Committee.

**Moved By** D. Dolan

**Seconded By** W. Green

Yes (3): G. Childs, W. Green , and D. Dolan

No (1): R. Bezotte

**Motion Carried (3 to 1)**

## **7. CALL TO THE PUBLIC**

Ron Long - EDC Chair: Pointed out the return on investment listed on hand out.

## **8. ADJOURNMENT**

Motion to adjourn the meeting at 7:52 p.m.

**Moved By** W. Green

**Seconded By** D. Dolan

Yes (4): G. Childs, W. Green , R. Bezotte, and D. Dolan

**Motion Carried (4 to 0)**

Respectfully submitted by:

Carol Sue Jonckheere,  
Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

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**Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter into an Agreement with AvFuel Corporation as the Aviation Fuel Supplier for the Livingston County Spencer J. Hardy Airport – Airport**

**WHEREAS,** the Livingston County Fiscal Services solicited proposals for firms to supply aviation fuels and related services to the Livingston County Spencer J. Hardy Airport; and

**WHEREAS,** a total of four (4) proposals were received from vendors qualified to provide these services; and

**WHEREAS,** AvFuel Corporation has been in business since 1973 and is based in Ann Arbor, Michigan; and

**WHEREAS,** AvFuel Corporation will provide competitive fuel pricing, has a robust credit card processing system, and was given high marks for their services from their references; and

**WHEREAS,** funding for aviation fuel services for the Livingston County Spencer J. Hardy Airport were budgeted and approved as part of the 2019 Airport budget.

**THEREFORE BE IT RESOLVED** the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a contract with AvFuel Corporation located at 47 W. Ellsworth Road, Ann Arbor, MI 48843 to supply aviation fuel and related services as described within the scope of services within RFP-LC-18-19 per the agreed upon rates.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above upon review and/ or preparation of Civil Counsel.

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorizes any budget amendment necessary to effectuate the above award.

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**MOVED:**

**SECONDED:**

**CARRIED:**

## RFP-LC-18-19: Evaluation Matrix

RFP-LC-18-19: Evaluation Matrix	Maximum Points	AV Fuel	Arrow Energy	Eastern	EPIC
Statement of Work	45	81	69	71	64
Company Profile (Section 2.1)	10	16	13	16	11
References (Section 2.2)	25	40	32	41	37
Pricing (Section 1.7 and Attachment A)	20	34	40	31	33
Total Points Earned	100	171	144	159	145

## Bid Tabulation

Appendix A: Pricing Sheet Description	AVFUEL	ARROW	EASTERN	EPIC
Jet A 09-18-2018 Price Per Gallon	\$ 2.3288	\$ 2.2925	\$ 2.2477	\$ 2.2666
Jet A 09-25-2018 Price Per Gallon	\$ 2.3067	\$ 2.2710	\$ 2.2256	\$ 2.2445
Jet A 10-02-2018 Price Per Gallon	\$ 2.3823	\$ 2.3460	\$ 2.3012	\$ 2.3201
AVGAS 09-18-2018 Price Per Gallon	\$ 3.5840	\$ 3.4100	\$ 3.3137	\$ 3.6085
AVGAS 09-25-2018 Price Per Gallon	\$ 3.6310	\$ 3.4000	\$ 3.2966	\$ 3.6156
AVGAS 10-02-2018 Price Per Gallon	\$ 3.5630	\$ 3.4600	\$ 3.3829	\$ 3.5476
JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Federal Excise + LUST Tax	\$ 0.244000	\$ 0.244000	\$ 0.244000	\$ 0.244000
JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Federal Superfund/Oil Spill Fee	\$ 0.002140	\$ 0.002143	\$ 0.002140	\$ 0.002140
JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Aviation Fuel Tax (for resale)	\$ 0.029850	\$ 0.030000	\$ 0.030000	\$ 0.030000
JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Underground Storage Tank Fee	\$ 0.010000	\$ 0.010000	\$ 0.100000	\$ 0.010000
JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Freight			\$ 0.1651	\$ 0.0375
AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Total per-gallon Amount of Applicable Taxes	\$ 0.285990	\$ 0.286143	\$ 0.541240	\$ 0.323640
AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Federal Excise + LUST Tax	\$ 0.194000	\$ 0.194000	\$ 0.194000	\$ 0.194000
AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Federal	\$ 0.002140	\$ 0.002143	\$ 0.002140	\$ 0.002140
AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Aviation Fuel Tax (for resale)	\$ 0.029850	\$ 0.030000	\$ 0.030000	\$ 0.300000
AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Underground Storage Tank Fee	\$ 0.010000	\$ 0.010000	\$ 0.010000	\$ 0.100000
AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Pre-Paid Sales Tax* changes monthly and not applicable to Jet A purchases	\$ 0.151000	\$ 0.151000	\$ 0.153000	\$ 0.153000
AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Freight			\$ 0.165100	\$ 0.059400
AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Total per-gallon Amount of Applicable Taxes	\$ 0.386990	\$ 0.387143	\$ 0.554240	\$ 0.808540
Optional Statewide Cooperative Contract?	No	No	No	Yes

## MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson  
Airport Manager

DATE: December 5, 2018

RE: Fuel Supplier Agreement with Avfuel Corporation

The Livingston County Fiscal Services Department has assisted the Airport by soliciting proposals for the fuel vendor at the Livingston County Airport.

A total of four proposals were received, including one from our current vendor. After a review of the proposals, it was determined that Avfuel Corporation of Ann Arbor can best meet the needs of the airport in the future.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

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**Resolution Accepting Grant Funding from the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation – Health Department**

**WHEREAS,** P.A. 207 of 2018 section 901 requires the Department of Licensing and Regulatory Affairs (LARA) to expend funds appropriated by the legislature for medical marihuana operation and oversight grants to counties for education, communication and outreach programs; and

**WHEREAS,** grant money is distributed proportionally to each county based on the number of medical marihuana registry identification cards issued or renewed as of September 30, 2018; and

**WHEREAS,** Livingston County Administrator has recently been made aware that the amount of grant funds available for education, communication and outreach activities in Livingston County is \$50,268 and request for this funding is due to LARA by January 1, 2019; and

**WHEREAS,** County Administrator has requested that both the Health Officer and Director of Community Mental Health collaborate and determine where funding for education, communication and outreach can be best utilized within Livingston County in the amount not to exceed \$50,268; and

**WHEREAS,** Livingston County Health Department will be the administrator of the grant and reporting requirements and recommends that the Board of Commissioners accept the grant funding.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorize accepting the grant funding from LARA- Bureau of Medical Marihuana for activities for education, communication and outreach for 2019 in the amount not to exceed \$50,268.

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorize any budget amendment to effectuate the above funding increase.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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**MOVED:  
SECONDED:  
CARRIED:**



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

SHELLY EDGERTON  
DIRECTOR

November 16, 2018

Dear Counties:

The Legal Division of the Bureau of Medical Marihuana Regulation has been assigned to administer the Medical Marihuana Operation and Oversight Grants to Michigan counties.

Public Act 207 of 2018 section 901 requires the Department of Licensing and Regulatory Affairs to expend funds appropriated by the legislature for medical marihuana operation and oversight grants **to counties for education and outreach programs** relating to the Michigan medical marihuana program pursuant to section 6(l) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26426. Grants provided under this section must not be used for law enforcement purposes. The grant money is distributed proportionately based on the number of registry identification cards issued to or renewed for the residents of each county that applied for a grant.

Attached to this letter, please find the application and the list of funds available for each county in the State of Michigan. If your county is interested in participating for FY 2019, please submit the documents to the email address listed below and listed on the attached application by January 1, 2019 which is the deadline established in 2018 PA 207.

The grant application for the Medical Marihuana Operation and Oversight Grants must be submitted electronically no later than **January 1, 2019** by sending an email to the department using the following email address: [LampkinsS@michigan.gov](mailto:LampkinsS@michigan.gov). Applications received after January 1, 2019 may not be accepted.

If you have any questions regarding the grant, please do not hesitate to contact Shaun Lampkins at (517) 284-8563, [LampkinsS@michigan.gov](mailto:LampkinsS@michigan.gov) within the Legal Division for assistance.

Sincerely,

Colleen Curtis, Manager  
Legal Division  
Bureau of Medical Marihuana Regulation  
Michigan Department of Licensing and Regulatory Affairs  
[CurtisC8@michigan.gov](mailto:CurtisC8@michigan.gov)

**Department of Licensing and Regulatory Affairs Bureau**  
**of Medical Marihuana Regulation**  
**Medical Marihuana Operation and Oversight Grants for Counties**

The total amount per county is based on the number of MMMP Registry Cards issued  
(New/Renewal) pursuant PA 207 of 2018 (Section 901)

County	Patient Registry Cards Issued	Patient Registry Cards Renewed	Total Patient Cards Issued and Renewed	Grant Funds Available
Alcona	46	179	225	\$4,206
Alger	19	86	105	\$1,963
Allegan	355	1,183	1,538	\$28,752
Alpena	59	358	417	\$7,795
Antrim	77	395	472	\$8,824
Arenac	78	395	473	\$8,842
Baraga	18	81	99	\$1,851
Barry	166	712	878	\$16,413
Bay	289	2,061	2,350	\$43,931
Benzie	53	297	350	\$6,543
Berrien	540	1,901	2,441	\$45,632
Branch	249	619	868	\$16,226
Calhoun	351	1,830	2,181	\$40,772
Cass	160	679	839	\$15,684
Charlevoix	100	306	406	\$7,590
Cheboygan	64	263	327	\$6,113
Chippewa	81	312	393	\$7,347
Clare	126	536	662	\$12,376
Clinton	128	740	868	\$16,226
Crawford	33	200	233	\$4,356
Delta	131	419	550	\$10,282
Dickinson	93	359	452	\$8,450
Eaton	360	1,733	2,093	\$39,127
Emmet	76	376	452	\$8,450

**Department of Licensing and Regulatory Affairs Bureau  
of Medical Marihuana Regulation  
Medical Marihuana Operation and Oversight Grants for Counties**

The total amount per county is based on the number of MMMP Registry Cards issued  
(New/Renewal) pursuant PA 207 of 2018 (Section 901)

Genesee	1,399	7,977	9,376	\$175,275
Gladwin	92	379	471	\$8,805
Gogebic	52	199	251	\$4,692
Grand Traverse	240	1,276	1,516	\$28,340
Gratiot	113	473	586	\$10,955
Hillsdale	234	896	1,130	\$21,124
Houghton	58	302	360	\$6,730
Huron	47	370	417	\$7,795
Ingham	718	4,825	5,543	\$103,621
Ionia	179	679	858	\$16,040
Iosco	77	512	589	\$11,011
Iron	56	199	255	\$4,767
Isabella	86	637	723	\$13,516
Jackson	469	2,438	2,907	\$54,344
Kalamazoo	552	2,551	3,103	\$58,008
Kalkaska	82	346	428	\$8,001
Kent	987	5,470	6,457	\$120,707
Keweenaw	6	26	32	\$598
Lake	55	192	247	\$4,617
Lapeer	302	1,467	1,769	\$33,070
Leelanau	34	179	213	\$3,982
Lenawee	354	2,152	2,506	\$46,847
Livingston	360	2,329	2,689	\$50,268
Luce	17	69	86	\$1,608
Mackinac	42	131	173	\$3,234
Macomb	1,895	13,862	15,757	\$294,562

**Department of Licensing and Regulatory Affairs Bureau  
of Medical Marihuana Regulation  
Medical Marihuana Operation and Oversight Grants for Counties**

The total amount per county is based on the number of MMMP Registry Cards issued  
(New/Renewal) pursuant PA 207 of 2018 (Section 901)

Manistee	86	334	420	\$7,852
Marquette	114	669	783	\$14,637
Mason	107	402	509	\$9,515
Mecosta	100	436	536	\$10,020
Menominee	96	278	374	\$6,992
Midland	142	896	1,038	\$19,404
Missaukee	31	148	179	\$3,346
Monroe	456	2,442	2,898	\$54,175
Montcalm	322	818	1,140	\$21,311
Montmorency	57	189	246	\$4,599
Muskegon	471	2,253	2,724	\$50,923
Newaygo	184	702	886	\$16,563
Oakland	2,496	17,120	19,616	\$366,702
Oceana	126	467	593	\$11,086
Ogemaw	67	309	376	\$7,029
Ontonagon	23	91	114	\$2,131
Osceola	94	328	422	\$7,889
Oscoda	27	99	126	\$2,356
Otsego	83	325	408	\$7,627
Ottawa	435	2,297	2,732	\$51,072
Presque Isle	32	146	178	\$3,328
Roscommon	97	429	526	\$9,833
Saginaw	416	2,657	3,073	\$57,447
Saint Clair	380	2,106	2,486	\$46,473
Saint Joseph	194	782	976	\$18,245
Sanilac	119	573	692	\$12,936

**Department of Licensing and Regulatory Affairs Bureau  
of Medical Marihuana Regulation  
Medical Marihuana Operation and Oversight Grants for Counties**

The total amount per county is based on the number of MMMP Registry Cards issued  
(New/Renewal) pursuant PA 207 of 2018 (Section 901)

Schoolcraft	27	106	133	\$2,486
Shiawassee	291	1,198	1,489	\$27,835
Tuscola	244	1,186	1,430	\$26,732
Van Buren	344	1,181	1,525	\$28,508
Washtenaw	854	5,809	6,663	\$124,558
Wayne	2,550	23,985	26,535	\$496,046
Wexford	88	451	539	\$10,076
<b>Total</b>	<b>23,311</b>	<b>137,168</b>	<b>160,479</b>	<b>\$3,000,000</b>

**Department of Licensing and Regulatory Affairs  
Bureau of Medical Marihuana Regulation**

**Medical Marihuana Operation and Oversight Grants**

**2019 Grant Application Information and Instructions**

1. The Michigan Legislature has appropriated a total of \$3 million dollars for the Medical Marihuana Operation and Oversight Grants. These grants, which are available **to counties**, will only be approved by the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation for the **education, communication, and outreach** regarding the Michigan Medical Marihuana Act, 2008 IL, MCL 333.26421 to 333.26430. Grants provided under this section must not be used for law enforcement purposes.
2. The Medical Marihuana Operation and Oversight grant application must be received electronically no later than **January 1, 2019** at the following email address: **Shaun Lampkins**, [LampkinsS@michigan.gov](mailto:LampkinsS@michigan.gov).
3. The amount of funds available to each county are posted on the department website. Potential grant amounts are calculated based on the proportion of the number of registry identification cards issued or renewed in the county as of **September 30, 2018**.
4. The county must submit **financial status reports** to the Department of Licensing and Regulatory Affairs on **April 1, 2019, July 1, 2019, and September 15, 2019**.
5. On **September 15, 2019**, a **final report** must be submitted detailing how the total grant was expended. The final report should include:
  - A summary of the project implementation plan and any deviations from the original project as proposed.
  - Accomplishments and problems experienced while carrying out the project activities.
  - Coordinated efforts with other organizations to complete the project.
  - Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
  - Any experience in applying the project products and anticipated “next steps.”
  - Actual budget expenditures compared to the budget in the agreement and the reason for any discrepancies.
6. Applicants must be EFT compliant and obtain (if they have not already) a SIGMA Vendor Customer ID number. SIGMA Vendor information can be obtained at the following website:  
<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

Questions regarding the Medical Marihuana Operation and Oversight Grants are to be directed to the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation,

**Department of Licensing and Regulatory Affairs  
Bureau of Medical Marihuana Regulation**

**Shaun Lampkins at (517) 284-8563, [LampkinsS@michigan.gov](mailto:LampkinsS@michigan.gov).**

The Department of Licensing and Regulatory Affairs is only responsible for processing grant applications that meet the requirements as set forth by Section 901 of 2018 PA 207, the expending of grant funds, and the compiling of the required reports.

**Medical Marihuana Operation and Oversight Grants  
2018 PA 207 (Section 901)**

Sec. 901. (1) The department shall expend the funds appropriated in part 1 for medical marihuana operation and oversight grants for grants to counties for education and outreach programs relating to the Michigan medical marihuana program pursuant to section 6(l) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26426. These grants shall be distributed proportionately based on the number of registry identification cards issued to or renewed for the residents of each county that applied for a grant under subsection (2). For the purposes of this subsection, operation and oversight grants are for education, communication, and outreach regarding the Michigan medical marihuana act, 2008 IL 1, MCL 333.26421 to 333.26430. Grants provided under this section must not be used for law enforcement purposes.

(2) Not later than December 1, the department shall post a listing of potential grant money available to each county on its website. In addition, the department shall work collaboratively with counties regarding the availability of these grant funds. A county requesting a grant shall apply on a form developed by the department and available on its website. The form shall contain the county's specific projected plan for use of the money and its agreement to maintain all records and to submit documentation to the department to support the use of the grant money.

(3) In order to be eligible to receive a grant under subsection (1), a county shall apply not later than January 1 and agree to report how the grant was expended and to provide that report to the department not later than September 15. The department shall submit a report not later than October 15 of the subsequent fiscal year to the state budget director, the subcommittees, and the senate and house fiscal agencies detailing the grant amounts by recipient and the reported uses of the grants in the preceding fiscal year.

**MCL Section 333.26426(l):** The Michigan medical marihuana fund is created within the state treasury. All fees collected under this act shall be deposited into the fund. The state treasurer may receive money or other assets from any source for deposit into the fund. The state treasurer shall direct the investment of the fund. The state treasurer shall credit to the fund interest and earnings from fund investments. Money in the fund at the close of the fiscal year shall remain in the fund and shall not lapse to the general fund. The department of licensing and regulatory affairs shall be the administrator of the fund for auditing purposes. The department of licensing and regulatory affairs shall expend money from the fund, upon appropriation, for the operation and oversight of the Michigan medical marihuana program.

**Department of Licensing and Regulatory Affairs  
Bureau of Medical Marihuana Regulation**

**Medical Marihuana Operation and Oversight Grants**

**2019 Grant Application**

Authority: Michigan Medical Marihuana Act  
2008 IL 1, Section 6(l), MCL 333.26426

**This application must be submitted electronically to Shaun Lampkins at [LampkinsS@michigan.gov](mailto:LampkinsS@michigan.gov)  
at the Bureau of Medical Marihuana Regulation on or before January 1, 2019.**

**Section I: Grant Applicant Information**

Applicant \_\_\_\_\_

VS \_\_\_\_\_

SIGMA Vendor Customer ID No. \_\_\_\_\_

Mail Code \_\_\_\_\_

**Section II: Grant Administrator Information**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Area Code/Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

**Section III: Description of Grant Program**

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

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

**Section IV: Certification**

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation, no later than September 15, 2019. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2018 PA 207.

Signature of County Grant Administrator (Original Signature Required) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Title

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

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**Resolution Authorizing the 2019 State Grant Agreement, Grant Administrator, GPS Facilitator and Surveyor Contracts for the Remonumentation and State Plane Coordinate Determination of the Public Land Survey Corners in Livingston County – Register of Deeds**

**WHEREAS,** under Public Act 345 of 1990 and the approved Livingston County Survey Plan, the need has been determined for the Monumentation or Remonumentation of all the public land survey corners in Livingston County; and

**WHEREAS,** funding for the Monumentation or Remonumentation of all the public land survey corners in Livingston County has been provided by Public Act 346 of 1990 through a Grant Agreement with the State of Michigan in the amount of \$65,984; and

**WHEREAS,** the State Survey and Remonumentation Commission requires that a Grant Administrator is appointed. The recommendation is to appoint Brandon Denby as Grant Administrator. The grant budget includes an annual payment of \$9,200 and funds for associated fringes; and

**WHEREAS,** the State Survey and Remonumentation Commission requires that a County Representative is appointed. The recommendation is to appoint for these services; and

**WHEREAS,** surveyor services are needed to carry out the activities of remonumentaion and coordinate determination of corners. The grant budget includes \$31,200 to be shared among several surveyors; and

**WHEREAS,** the Livingston County Survey Plan established a Remonumentation Peer Group that shall not exceed 11 members. The Peer Group convenes during the period of February through October as necessary. A per diem in the amount \$50 per meeting is being requested. The list below indicates the individuals that are being recommended to fulfil duties of the Remonumentaion Peer Group.

Jim Fink	Bill Strebbling
Chris Fergus	Mariusz Lukowicz
Allan Pruss	Brad Thompson
Jack Smith, County Representative	Walton Newton, Alternate
Jennifer Defenderfer, Alternate	Joe Schripsema, Alternate

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners authorizes entering into a Grant Agreement with the State of Michigan in the amount of \$65,984.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners appoints Brandon Denby as Grant Administrator and authorizes an annual payment amount of \$9,200.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners appoints Jack Smith as County Representative for the Livingston County Survey and Remonumentation Plan and authorizes a contract commencing January 1, 2019 and terminating December 31, 2019 in the amount of \$20,000.

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**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes entering into four (4) surveyor contracts commencing January 1, 2019 and terminating December 31, 2019 in the amount of \$7,800 for a total of \$31,200 with Desine Inc., Monument Engineering, Livingston Engineering, and Boss Engineering.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners appoints the above mentioned individuals to the Remonumentation Peer Group and authorizes a \$50 per diem per meeting, with the annual cost of per diems not to exceed \$400.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners and the Grant Administrator are hereby authorized to sign all forms, assurances, supporting documents, and contracts/agreements related to the grant application, and subsequent award or future amendments upon review and approval of Civil Counsel.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**

GRANT NO. **BCC 19-47**

GRANT BETWEEN  
THE STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
AND  
**LIVINGSTON COUNTY**

GRANTEE/ADDRESS:

Brandon Denby  
County of Livingston  
200 East Grand River Avenue, Suite 3  
Howell, MI 48843  
(517) 546-0270  
(517) 546-5966

STATE GRANT ADMINISTRATOR/ADDRESS:

Michael C. Barger, P.S., Director  
Office of Land Survey and Remonumentation  
Department of Licensing and Regulatory Affairs  
P.O. Box 30254  
Lansing, MI 48909  
Phone: (517) 241-6321  
Email: bargerm@michigan.gov

GRANT PERIOD:

From: **01-01-2019** To: **12-31-2019**

TOTAL AUTHORIZED BUDGET: **\$65,984.00**

SIGMA Vendor ID: CV0048182  
SIGMA Payment Address Code: 003

ACCOUNTING TEMPLATE: 6415137T001

## **GRANT**

This is Grant No. **BCC 19-47** between the Department of Licensing and Regulatory Affairs (Grantor), and **Livingston County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

### **1.0 Statement of Purpose**

This Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. The SSRA establishes the State Survey and Remonumentation Fund which supports a program for the monumentation and remonumentation and perpetual monument maintenance of original public land survey corners, protracted public land survey corners and property controlling corners throughout the State.

This Grant is offered to the Grantee to carry out its annual work program as set forth and approved by the Grantor in the Grantee's Survey and Remonumentation Grant Application, made part of this Agreement as "Attachment A."

In accordance with the terms and conditions of this Grant, the Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program as set forth and approved by the Grantor in "Attachment A."

### **1.1 Statement of Work**

The Grantee agrees to undertake, perform, and complete the project described in the Grantee's Proposal, Attachment A, file a Land Corner Recordation Certificate (LCRC) pursuant to the Corner Recordation Act, 1970 PA 74 (CRA) with the addition of a geodetic coordinate value, the peer group date, and county representative's signature on said LCRC for each corner identified in Attachment A under the requirements of the SSRA.

The Grantee must submit a Completion Report as specified in this Agreement, may submit a Work Progress Report as specified in this Agreement and provide any other reports or forms requested by the Grantor.

### **1.2 Detailed Budget**

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

- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

### 1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$65,984.00**. An initial advance of **\$26,393.60** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant, and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

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

### 1.4 Program Performance - Monitoring, Reporting and Documentation

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. Reporting (**see 1.4.C. for documentation requirements**):
  - 1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period
  - 2. The Grantee **must submit** to the State Grant Administrator a Completion Report no later than February 1 following the close of the grant year

accompanied by all documentation for work completed and expenditures incurred during the reporting period.

D. Documentation. Backup documentation must include the following, as applicable:

1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved "Attachment A," any work not completed that was specified in the approved "Attachment A," and any changes in an approved line item of the budget approved in "Attachment A" (submit for **Completion Report only**).
2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Completion Report only**).
3. Invoices:
  - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
  - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Completion Report**).
5. An exact, full-size copy of the recorded LCRC prepared in compliance with the CRA and SSRA (submit for **Completion Report only**).
  - (1) The LCRC must include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed.
  - (2) A copy must be submitted for each corner code reported on an LCRC. If the LCRC identifies more than one corner code, the Grantee must provide a separate copy of the LCRC for each corner code.
6. An LCRC Spreadsheet listing all corner codes recorded for filing in the State's Corner Recordation Collection System (submit with **Completion Report only**).

## **PART II - GENERAL PROVISIONS**

### **2.1 Project Changes**

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

### **2.2 Delegation**

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

### **2.3 Project Income**

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

### **2.4 Share-in-savings**

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

### **2.5 Order of Spending**

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

### **2.6 Purchase of Equipment**

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

## **2.7 Accounting**

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

## **2.8 Records Maintenance, Inspection, Examination, and Audit**

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

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

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

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

## **2.9 Competitive Bidding**

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

## **3.0 Liability**

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

## **3.1 Reserved**

### **3.2 Safety**

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

### **3.3 General Indemnification**

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

### **3.4 Termination**

#### **A. Termination for Cause**

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

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

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

#### **B. Termination for Convenience**

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If

the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

### **3.5 Conflicts and Ethics**

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

### **3.6 Non-Discrimination**

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

### **3.7 Unfair Labor Practices**

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

### **3.8 Force Majeure**

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

### **3.9 Media Releases**

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

### **4.0 Website Incorporation**

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

#### **4.1 Certification Regarding Debarment**

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

#### **4.2 Illegal Influence**

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

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

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

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

#### **4.3 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by

Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

#### **4.4 Compliance with Laws**

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

Grantee is required to possess in order to perform under this Grant.

#### **4.5 Disclosure of Litigation, or Other Proceeding**

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

#### **4.6 Assignment**

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

#### **4.7 Entire Grant and Modification**

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

#### **4.8 Grantee Relationship**

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

#### **4.9 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The

parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

## **5.0 Severability**

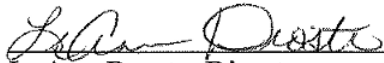
If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force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

## **5.1 Waiver**

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

## 5.2 Signatories

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



LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

9-5-18  
Date

\_\_\_\_\_  
Brandon Denby  
County Grant Administrator  
County of Livingston

\_\_\_\_\_  
Date

GRANT NO. **BCC 19-47**

**SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT**

Michigan Department of Licensing & Regulatory Affairs  
Bureau of Construction Codes  
Office of Land Survey & Remonumentation  
PO Box 30254, Lansing, MI 48909  
1<sup>st</sup> Floor Ottawa Building  
611 West Ottawa Street, Lansing, MI 48933  
Phone 517-241-6321  
E-Mail: [bccolr@michigan.gov](mailto:bccolr@michigan.gov)  
[www.Michigan.gov/bcc](http://www.Michigan.gov/bcc)

Grantee/County:

*-- Section below for OLSR staff use only--*

Grant #:

VCUST#:

Address Code:

GG #:

Account Template:

Grant Year: 2019

State Payments		County Program Expenditures	
<u>65,984</u>	State Grant Award		
	Reimbursement for Expedited Expenditures (Oakland Co. only)		
<u>65,984</u>	Total Annual Budget		Approved Budget
<u>26,394</u>	Start-Up Payment (40% of State Grant)		
	Progress Payment (Maximum of 45% of remaining State Grant following Start-Up)		
	Balance after Progress Report		Total Progress Report Expenditures
<u>39,590</u>	Final Payment		Total Completion Report Expenditures
	Total Grant Payments		Total County Program Expenditures
	Final Grant Balance		

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant. We request the following payment at this time:

Progress Payment Requested: \$ \_\_\_\_\_

Final Payment Requested: \$ \_\_\_\_\_

\_\_\_\_\_  
County Grant Administrator\_\_\_\_\_  
Date

County must provide: Detailed transaction history of all grant activity, S&W/Fringe Benefits/Overhead, detailed breakdown of all internal county costs, itemized invoices, and narrative for all differences in approved work program or budget.

Payment Authorized: \$ \_\_\_\_\_

Remaining Grant Balance: \$ \_\_\_\_\_

\_\_\_\_\_  
Michael C. Barger, PS  
Director, Office of Land Survey & Remonumentation

\_\_\_\_\_  
Date

Administrator	
Name: <u>BRANDON DENBY</u>	Phone: <u>517 540 8823</u>
Email Address: <u>BDENBY@liv.gov.com</u>	
Physical Address: <u>200 E. Grand River</u>	
City, State, Zip: <u>Howell MI 48843</u>	
Representative	
Name: <u>Jack Smith</u>	Phone: <u>517 546 3340</u>
Email Address: <u>Garlocksmith@comcast.net</u>	
Physical Address: <u>516 E Grand River</u>	
City, State, Zip: <u>Howell MI 48843</u>	
Address for Payments	
Name:	Phone:
Physical Address	
City, State, Zip	

Is this county on a Maintenance Plan during this contract? ☒ Yes ☐ No

Remonumentation Services Completed				
Column A No. of Original and Protracted PLSS Corners Completed by Grantee	Column B No. of Original and Protracted PLSS Corners Completed by Others	Column C No. of Original and Protracted PLSS Corners Revisited	Column D No. of corners Revisited NOT requiring an LCRC	Total Corners Column A + Column B + Column C + Column D
4		20		24
Provide a report listing the following items: Column A – any corner that deviates from the list provided in the Application. Column B – who completed the walk-in corners. Column C – the reason a corner was revisited. Column D – list the corners not requiring an LCRC.				

Remonumentation Services Inventory				
	TOTAL No of Corner Codes in County Plan	TOTAL No of Corner Codes Remonumented before this Contract Year	No of Corner Codes Remonumented This Contract Year	REMAINING No of Corner Codes in County Plan to be Remonumented
TOTAL No. of Corner Codes				
TOTAL No of Corner Codes in County Plan - TOTAL No of Corner Codes Remonumented before this Contract Year - No of Corner Codes Remonumented This Contract Year = REMAINING No of Corner Codes in County Plan to be Remonumented				

**Remonumentation Program  
County Expenditure Detail**

Work Program Expenditures by Line Item	Approved Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures	Total Actual Expenditures	Difference Between Approved Budget & Actual Expenditures
Item A Remonumentation Services					
Item B Monument Maintenance Services	31,200				
Item C Remonumentation Supplies & Materials	330				
Item D Geodetic Control Maintenance & Operations					
Item E Grant Administrator Fees/Wages	10,000 <del>10,000</del>				
Item F County Representative Fees/Wages	20,000				
Item G Additional Administrative Staff Fees/Wages					
Item H Peer Group	400				
Item I Administrative Supplies & Indirect Costs	3904				
Totals					

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

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**Resolution Authorizing an Amendment to the Agreement with Cohl, Stoker & Toskey, P.C., to Provide Legal Services to Livingston County – County Administration**

**WHEREAS,** Livingston County has retained the law firm of Cohl, Stoker & Toskey as civil counsel for the County and its various departments since 1980 (the “Contractor”); and

**WHEREAS,** the yearly compensation with the Contractor was to be reviewed on or after June 21, 2018 by contract; and

**WHEREAS,** the Contractor has requested an increase of 2% to the fixed fee, consistent with the past practice of the parties, where the Contractor receives the same percentage increase as the annual base wage increase (if any) provided to employees; and

**WHEREAS,** the Contractor has also requested an increase in the hourly rate for litigation work of \$5.00/hr. (from \$145.00/hr. to \$150.00/hr.).

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes a contract amendment with Cohl, Stoker & Toskey, P.C. to provide for a 2% fixed fee increase and a \$5.00/hr. increase in the hourly rate for litigation work effective January 1, 2019.

**BE IT FURTHER RESOLVED** that the Finance Officer is authorized to make a budget adjustment, as needed, for this contract amendment and the Board Chairperson is authorized to sign this contract amendment after review by the Finance Officer.

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**MOVED:  
SECONDED:  
CARRIED:**

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

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**Resolution Authorizing the Renewal of Software Support with Fidlar Technologies for the Register of Deeds Department – Information Technology**

**WHEREAS,** the Livingston County Register of Deeds office receives technical support services and software upgrades from Fidlar Technologies; and

**WHEREAS,** the Fidlar software support contract is due for renewal, as of December 31st, and in order to continue the support as in the past with Fidlar Technologies, of Rock Island, Ill, issuance of a Purchase Order is required; and

**WHEREAS,** the Register of Deeds had personally chosen Fidlar Technologies because of their ability to improve the efficiency of record processing; and

**WHEREAS,** in compliance with the Livingston County Purchasing Policy, Fidlar Technologies of Rock Island, Ill., is the sole source for the purchase of the annual Fidlar Software support for the Livingston County Register of Deeds department; and

**WHEREAS,** the contract covers the period from January 1, 2019 through December 31, 2021 for an amount not to exceed \$225,000; and

**WHEREAS,** funding for same is available through the Information Technology Budget.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve a Purchase Order be issued to Fidlar Technologies for Fidlar software support from January 1, 2019 through December 31, 2021 for an amount not to exceed \$225,000.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**



## Livingston County, MI 3 Year Land Records Life Cycle Extension

This Extension is made this 3rd day of NOVEMBER, 2015 between Livingston County, MI and Fidar Technologies ("Fidar"). Livingston County, MI and Fidar hereby agree that the Computer System and Software License Sales Agreement dated December 2<sup>nd</sup>, 2010 between Livingston, MI and Fidar (the "Agreement") is hereby extended for a 3 year period commencing on 1/1/2016 and terminating on 12/31/2018. The current Agreement expires on 9/30/2015 so a 4<sup>th</sup> quarter payment of \$16,875 will be billed on 10/1/2015 and then the new annual fee of \$75,000 will be billed annually on January 1<sup>st</sup>, starting in 2016. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 3 year term of this Extension.

### SOFTWARE SERVICES SUMMARY

Fidar Technologies Product\Service Description	Cost
<b>AVID</b>	Year 1 - \$75,000 Year 2 - \$75,000 Year 3 - \$75,000
Receipting (cashiering)	Included
Indexing	Included
<b>eIndexing Functionality (OCR)</b>	Included
SSN Redaction Batch Processing	Included
Manual Interface	Included
Automated Verification Functionality	Included
<b>iScan - Scanning Module</b>	Included
Magnetic Image Management	Included
<b>eRecording Catcher</b>	Included
<b>Property Fraud Alert Service</b>	Included
<b>Laredo &amp; Tapestry</b>	Schedule D
<b>Implementation Services</b>	Included
Project Management	Included
Workflow Analysis	Included
Installation/Configuration	Included
Data Conversion	Included
Comprehensive Training	Included
Internal	Included
Public	Included
<b>Annual CountyCare Support</b>	Included
1-800 Support	Included
System Upgrades	Included
Training on New features & Functionality	Included
State Mandated or Regulatory Updates	Included



### 3 YEAR PAYMENT MILESTONES AND DATES:

Annual LifeCycle Payments would be billed in January for the next 3 years:

2016 - \$75,000

2017 - \$75,000

2018 - \$75,000

### FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidar may develop to replace AVID for the purpose of recording land records documents (AVID).
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents.
- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents.
- ◆ CountyCare<sup>®</sup> software maintenance

### FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3<sup>rd</sup> party software and hardware to operate AVID.
- ◆ The installation, maintenance, or support of 3<sup>rd</sup> party software and hardware now or in the future.
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents.
- ◆ Any form of ownership or perpetual license to Fidar developed software products.
- ◆ Any custom development for special requests from client
- ◆ Any needed or requested training except as stated in the above section.
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract.
- ◆ Explicit omission of any add-on modules not included in this contract.

**Buyer represents that this lifecycle extension has been read and accepted:**

**LIVINGSTON COUNTY, MI**

**FIDLAR TECHNOLOGIES**

Dated: 11/3/15

Dated: \_\_\_\_\_

By: *Carol S. Griffith*

By: \_\_\_\_\_

Name: CAROL S. GRIFFITH

Name: \_\_\_\_\_

Title: Chairwoman - Livingston County  
Board of Commissioners

Title: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:

COHL, STOKER & TOSKEY, P.C.

BY: MATTIS D. NORDEFJORD - 10/30/15



## SCHEDULE D

### Laredo / Tapestry / Property Fraud Alert/ Honor Rewards

#### **LAREDO DESCRIPTION:**

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client's customers and subsequent access are exclusively granted by Client. After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, [www.fidlar.com](http://www.fidlar.com).

Each new Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

#### **LAREDO BILLING:**

Fidlar will invoice Client a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

#### **LAREDO PRICING:**

##### **Laredo Per-Minute Plan Fees:**

<u>Per-Minute Plans</u>	<u>Fidlar License Fee to County per User Subscription</u>
0-250 minutes	\$50/mo and 0.11 per minute overage
251-500 minutes	\$71/mo and 0.0825 per minute overage
501-1000 minutes	\$93/mo and 0.066 per minute overage
1001-2000 minutes	\$113/mo and 0.055 per minute overage
2001 and up	\$126/mo

Laredo support (at 1-563-345-1283), including End-User subscriber support, is included in the Per-Minute Plans.



#### **TAPESTRY DESCRIPTION:**

The Client has the option to participate in the Tapestry General Public Access System by permitting their information to be made available through the Fidar Technologies Tapestry website. The Client understands that Tapestry is a service offered and managed by Fidar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidar will provide phone and email support to users as well as manage the billing and collecting of Tapestry access fees from the end users. At the end of each billing period (calendar month), Fidar will provide a credit notice to the Client based on the below parameters. The remainder of the fees represents Fidar's licensing charge to the Client and includes the Tapestry system, usage, support and services provided on behalf of Client.

- \$2.25 per Tapestry search transaction; Fidar covers credit card fees, collections, and bad debt
- 50% of print-related fees

The Client understands that access fees for Laredo and Tapestry are set by the county and can change based on Client request but the above noted potential credits remains the same.

#### **END USER FEES**

The Client understands that it is empowered to charge fees to end users pursuant to Michigan Compiled Laws section 15.443 and other applicable law and hereby assigns to Fidar the above portions of end user fees as an actual cost to the Client during the term of this Agreement.

#### **INCLUDED WITHIN THIS SCHEDULE D ARE THE FOLLOWING COMMUNITY OUTREACH SERVICES:**

##### **PROPERTY FRAUD ALERT DESCRIPTION:**

Fidar's *Property Fraud Alert (PFA)* service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in the Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. *PFA* subscribers must sign up for the *PFA* service via the *PFA* website, [www.propertyfraudalert.com](http://www.propertyfraudalert.com) (select respective County). Subscribers will ONLY be notified by the *PFA* service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

*PFA* is a Fidar-managed web site and service. Fidar provides technical and end-user support via the *PFA* hotline service (1-800-728-3858).



#### HONOR REWARDS DESCRIPTION:

Fidlar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive and Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program.

Fidlar handles many of the major costs and time consuming tasks involved in providing a Veterans rewards program including:

- Creation and maintenance of your county's page at [www.honorrewards.com](http://www.honorrewards.com)
- Printing of all ID Cards
- Customer Support
- Pre-Created promotional materials

#### BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

LIVINGSTON COUNTY, MI

FIDLAR TECHNOLOGIES

Dated: 11/3/15

Dated: \_\_\_\_\_

By: *Carol S. Griffith*

By: \_\_\_\_\_

Name: CAROL S. GRIFFITH

Name: \_\_\_\_\_

Title: Chairwoman - Livingston County  
Board of Commissioners

Title: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
BY: MATTIS D. NORDEJORD  
ON: October 30, 2015

# **EXHIBIT A**



## **COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT**

### **Livingston County, MI - LifeCycle Extension** (Ver. 3.1.2)

This Agreement is made this 2<sup>nd</sup> day of December 2010, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and the Livingston County Register of Deeds (the "CLIENT").

#### **RECITALS**

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which is hereinafter referred to as "software."
- B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

#### **TERMS OF AGREEMENT**

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

#### **ARTICLE I - GENERAL TERMS**

- 1.1 **COMPUTER SYSTEM:** CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.
- 1.2 **ACCEPTANCE BY CLIENT:** CLIENT agrees to accept the software at the conclusion of installation and testing of the software referenced in SCHEDULE A and completion of the training period, provided the software performs as presented the Livingston County Register of Deeds. If CLIENT notifies FIDLAR of a material problem with the software within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the software upon completion of installation and testing.
- 1.3 **DELIVERY:** FIDLAR will deliver the Computer System to CLIENT at CLIENT'S facility located at:

Livingston County Register of Deeds  
200 E Grand River Avenue  
Howell, MI 48843-2267  
Attn: Sally Reynolds, Register of Deeds



## **ARTICLE II - SOFTWARE LICENSE**

- 2.1 **PROPERTY RIGHTS:** CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR.
- 2.2 **LICENSE:** FIDLAR hereby grants CLIENT the rights to a nonexclusive and nontransferable license for the possession and use of all software (Licensed Software) pursuant to the Agreement described in SCHEDULE A.
- A. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR.
- C. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.
- D. CLIENT is exclusively responsible for the supervision, management, and control of its use of the Software. Except as provided otherwise in this Agreement, CLIENT agrees: (a) To not reveal any information contained in the Software, or any part thereof, or any copies thereof, in any form, to any third party except pursuant to a court order; (b) To take all reasonable precautions to hold in confidence the design and documentation of the Software; (c) To not encumber, assign, sublicense, or otherwise transfer same, by operation of law or otherwise, in whole or in part, directly or indirectly, to not exhibit, donate, barter, loan, or otherwise communicate said Software, to any other firm or person without the express written consent of FIDLAR; and (d) to take all reasonable action by instruction, agreement, or otherwise with its employees or other persons permitted access to the Software to satisfy its obligations under this Agreement with respect to use, protection and security of the Licensed Software.
- 2.3 **PROTECTION OF LICENSE:** FIDLAR and CLIENT agree to aid and assist one another in the protection of the trade secrets of the Software covered by this license.
- 2.4 **TRANSFER:** CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR.



- 2.5 **WARRANTY AS TO SOFTWARE PRODUCTS:** The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. There are no warranties that extend beyond the description on the face hereof.
- A. FIDLAR warrants that the software is properly licensed and that FIDLAR otherwise has the right to distribute the software in accordance with this Agreement.
  - B. FIDLAR further warrants that the media in which the software product is delivered to CLIENT is undamaged and free from mechanical defects.
- 2.6 **SOFTWARE MAINTENANCE:** The annual cost, if any, and description of FIDLAR'S CountyCare<sup>®</sup> software maintenance service and support is attached as SCHEDULE B. CountyCare<sup>®</sup> software maintenance service is mandatory.
- 2.7 **TERM AND TERMINATION:** The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to Comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of any License program, or within ten (10) days after FIDLAR has terminated any license, CLIENT will certify in writing to FIDLAR that through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of the discontinued or terminated License program(s) have been destroyed, except that, upon prior written authorization from FIDLAR, CLIENT may retain a copy for archive purpose only.

### **ARTICLE III**

- 3.1 **DEFINITIONS:** The terms defined in this Section shall, for all purposes of this Agreement, have the meaning specified.
- A. **Computer System:** A combination of computer hardware and computer software organized to accomplish a set of specific functions.
  - B. **Program or Computer Program:** A schedule or plan that specifies actions that may or may not be taken, expressed in a form suitable for execution by a computer.
  - C. **Software or Computer Software:** Computer programs, procedures, rules and associated documentation concerned with the operation of a data processing computer system. As used in this Agreement, these terms include all software products sold or licensed by FIDLAR.
  - D. **Licensed Program:** Each program in computer readable form furnished by FIDLAR to CLIENT, including related supporting materials such as instruction manuals.
  - E. **Designated Equipment:** Computer Equipment designated by a manufacturer's Sales Order Serial Number.



- F. **Use:** The copying or duplication of any portion of any Licensed Program using any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.
- G. **Computer Hardware:** Physical equipment used in data processing, as opposed to computer programs, procedures, rules and associated documentation.
- H. **Hardware Maintenance:** Any activity, such as tests, measurements, replacements, adjustments, and repairs, intended to eliminate faults or keep computer hardware functional at a certain level.
- I. **Data:** A representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.
- J. **Backup:** To copy files to a second medium (typically a tape) as a precaution in case the first medium fails. The data (and/or images) can then be retrieved (from the point the last backup finished) and restored to your system in the event any existing data (or images) is lost, destroyed or corrupted.

3.2 **CONFIDENTIAL INFORMATION:** FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party. Since unauthorized use or transfer of the Software or any information contained therein will diminish substantially the value to FIDLAR of the trade secrets and proprietary properties of the Software, if CLIENT breaches any of its obligations with respect to limited use or nondisclosure of the Software, or if such breach is likely to occur, FIDLAR shall be entitled to equitable relief, including orders for specific performance and injunctions. The rights and remedies of FIDLAR set forth in this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or this Agreement, but are subject to the requirements imposed upon CLIENT by virtue of any and all public disclosure laws.

3.3 **EXCLUSIVE REMEDY:** CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of



warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

- 3.4 **WAIVER:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.5 **NOTICES:** Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. **Notice to FIDLAR:** Fidar Technologies  
4450 48<sup>th</sup> Av Ct  
Rock Island, IL 61201-6248  
Attn: Ernest Rikken, President
- b. **Notice to CLIENT:** Livingston County Register of Deeds  
200 E Grand River Avenue  
Howell, MI 48843-2267  
Attn: Sally Reynolds, Register of Deeds
- 3.6 **ENTIRE AGREEMENT:** It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.7 **GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of the State of Michigan.
- 3.8 **BINDING EFFECT:** This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.9 **AUTHORITY:** FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 3.10 **SECTION HEADINGS:** All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.11 **DEFERRED PAYMENT:** To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments, which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be



provided for late charges as described in Section I of the Installment Payment Agreement.

This Agreement has been executed by the parties as of the aforementioned date.

THIS AGREEMENT IS SUBJECT TO THE ATTACHED AMENDMENT

**ACCEPTED:**

LIVINGSTON COUNTY  
LIVINGSTON COUNTY REGISTER OF DEEDS

FIDLAR TECHNOLOGIES

BY Sally Reynolds

BY [Signature]

Date 12-2-10

Date 2/9/11

By Maggie E. Jones  
Maggie E. Jones, Chairman  
County Board of Commissioners

Date 1/26/11

APPROVED AS TO FORM AS AMENDED  
FOR COUNTY OF LIVINGSTON  
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend  
Robert D. Townsend



## **SCHEDULE A**

### **Payment Amount and Schedule**

<b>Fidlar Software and Products</b>					
	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>AVID Software / LifeCycle Service</b>	<b>\$67,500</b>	<b>\$67,500</b>	<b>\$67,500</b>	<b>\$67,500</b>	<b>\$67,500</b>
<b>Installation / Configuration</b>	<b>INCL</b>	<b>INCL</b>	<b>INCL</b>	<b>INCL</b>	<b>INCL</b>
<b>Workflow Analysis</b>	<b>INCL</b>	<b>INCL</b>	<b>INCL</b>	<b>INCL</b>	<b>INCL</b>

### **BILLING MILESTONE**

The Lifecycle Payment of \$67,500 will begin following the completion of the existing AVID LifeCycle Agreement.

### **FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:**

- The use of our AVID software product during the life of this contract
- The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidlar Technologies product developed to replace AVID for the purpose of recording land records documents
- The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording land records documents
- CountyCare<sup>®</sup> software maintenance

### **FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:**

- The 3<sup>rd</sup> party software and hardware necessary to operate AVID, any related modules, or any future Fidlar developed product for the purpose of recording land records documents



- The installation, maintenance, or support of 3<sup>rd</sup> party software and hardware now or in the future
- Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- Any form of ownership or perpetual license to Fidar developed software products
- Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- Any custom development for special requests from the Client
- Any needed or requested training except as stated in the above section
- Use of Fidar developed remote access products except as outlined in Schedule D of this contract
- EXPLICIT OMISSION OF ANY ADD-ON MODULES NOT INCLUDED IN THIS CONTRACT [eINDEXING, eRECORDING, etc.]

#### Taxes

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidar may be required to pay upon the license, sale or delivery of the product purchased.

**Note:** Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

THIS SCHEDULE IS SUBJECT TO THE ATTACHED AMENDMENT  
BUYER REPRESENTS THAT THIS SCHEDULE "A" HAS BEEN READ.

LIVINGSTON COUNTY FOR  
LIVINGSTON COUNTY REGISTER OF DEEDS

FIDLAR TECHNOLOGIES

Dated: 12-2-10  
By: Sally Reynolds  
Name: SALLY REYNOLDS  
Title: Registrar

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Maggie E. Jones  
Chairperson  
County Board of Commissioners

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON  
COHL, STOKER & TUSKEY, P.C.

By: Robert D. Townsend  
Robert D. Townsend  
Computer System and Software License Sales Agreement - Ext. Version 3.1.2  
Livingston County Register of Deeds



## **SCHEDULE B**

### **CountyCare<sup>®</sup> Software Maintenance Services**

#### **COUNTYCARE<sup>®</sup> ANNUAL COST:**

The annual cost of CountyCare<sup>®</sup> is included in this contract as part of the Life Cycle Pricing Service.

#### **DESCRIPTION OF COUNTYCARE<sup>®</sup>**

CountyCare<sup>®</sup> is a mandatory software support service which is required upon installation of the software purchased. Under the terms and conditions of this Agreement, CountyCare<sup>®</sup> includes:

- Software Maintenance to the currently licensed Fidar developed Software Products
- Furnishing telephone support relative to the currently licensed Fidar developed Software Products, either in their original or maintained form
- Providing legislative updates to the Fidar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

Specifically excluded from software maintenance coverage are the following:

- Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
- Support to new or existing Fidar Technologies Products not covered by this contract
- Operating System versions or their support or installation
- Database Management System versions or their support or installation
- Diagnosis or correction of problems caused by operator negligence
- Diagnosis or correction of problems caused by hardware, data media, or 3<sup>rd</sup> party software or other systems not covered by this Agreement
- Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.
- Conversion costs for changes to database structure, if needed

#### **EFFECTIVE DATE:**

Software maintenance coverage is effective from the date of contract signing through the term of the contract.



#### BASIC MATERIALS:

Software Maintenance to the Software Products licenses granted under this Agreement will govern any basic materials, in machine readable or printed form, provided to the Client by Fidlar. The Client is granted the right to locally reproduce additional copies of printed licensed material exclusively for his own use. All licensed material so locally reproduced shall be considered to be the same as the originally delivered material for all purposes under this Agreement.

#### PROTECTION AND SECURITY:

The Client agrees to not disclose the content of the Software Products materials to any person except those who need to know for purposes of operating the system for the Client. The Client further agrees to protect the secrecy of the content of the Software Products materials by using procedures at least as stringent as those used to protect his own proprietary or confidential information and materials. The Client specifically acknowledges that he has no right of ownership of the Software Products, and that he possesses the license to use said Software Products according to the provisions of this Agreement.

#### ON-SITE SUPPORT:

If on-site Software Maintenance to the Software Products is required, the Client will be charged for the time and materials at the then current rate.

Services covered by your CountyCare<sup>®</sup> may change on occasion without notice.

#### BUYER REPRESENTS THAT THIS SCHEDULE 'B' HAS BEEN READ:

LIVINGSTON COUNTY FOR  
LIVINGSTON COUNTY REGISTER OF DEEDS

FIDLAR TECHNOLOGIES

Dated: 12-2-10

Dated: \_\_\_\_\_

By: Sally Reynolds

By: \_\_\_\_\_

Name: SALLY REYNOLDS

Name: \_\_\_\_\_

Title: Registrar

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Maggie E. Jones  
Chairman  
County Board of Commissioners

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON  
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend  
Robert D. Townsend



## SCHEDULE C

### Hardware Maintenance Services Provided by Fidar Technologies

- ☐ **NEW AGREEMENT \*:** First-year hardware service cost: \$
- ☐ **PRE-EXISTING AGREEMENT \*:** Hardware service cost will be prorated from date of installation to renewal date of existing Hardware Service Account.
- ☐ **DECLINE SCHEDULE C:**

\* This amount will be billed upon completion of installation.

All equipment listed below, and its implied components (i.e., motherboard, power supplies, RAM, print heads, etc.), are covered by this Schedule C. In the event of failure of any of this hardware, Fidar Technologies will cover all repairs and/or replacement of this hardware. Fidar will also re-install, at no cost to the customer, all Fidar software applications that ran on the hardware before the failure. (NOTE: Re-installation of Fidar software applications is billable if Schedule C is declined.)

(List covered equipment here):

Consumables (i.e., scanner cleaning kits, pm kits, cables, paper, ribbons, media, diskettes, etc.), are not covered under the terms of this Schedule C.

This hardware maintenance rate is applicable until the first anniversary date of this agreement or the anniversary date of your existing hardware maintenance agreements if so noted above. Future rates may be changed. You will be notified prior to new rates going into effect. This hardware maintenance agreement will auto-renew each year 30 days after we send you notice unless you notify us, within those 30 days, that termination is desired.

**Note:** Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

**BUYER REPRESENTS THAT THIS SCHEDULE 'C' HAS BEEN READ:**

~~LIVINGSTON COUNTY REGISTER OF DEEDS~~

FIDLAR TECHNOLOGIES

~~Dated: \_\_\_\_\_~~

Dated: \_\_\_\_\_

~~By: \_\_\_\_\_~~

By: \_\_\_\_\_

~~Name: \_\_\_\_\_~~

Name: \_\_\_\_\_

~~Title: \_\_\_\_\_~~

Title: \_\_\_\_\_



## **SCHEDULE D**

### **Laredo / Tapestry / Property Fraud Alert**

#### **LAREDO DESCRIPTION:**

Fidlar Technologies' *Laredo* software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) *Laredo* provides subscription only access and user subscriptions are granted and set up by the Client. After subscribers arrange for their user ID and password, they are able to download the *Laredo* remote access software from Fidlar's website, [www.fidlar.com](http://www.fidlar.com).

Each new *Laredo* subscriber will be presented with an online End User Agreement when they log in to *Laredo*. They will be prompted to print the agreement, sign it, then forward it to Fidlar. The *Laredo* subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each *Laredo* user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

#### **LAREDO BILLING:**

Fidlar invoices Client for *Laredo* user subscriptions on a monthly basis. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

#### **LAREDO PRICING:**

*Laredo* Per-Minute Plan Fees (typical pricing model shown, but may be modified):

Plan	Cty charge to end-user	Overage charge**	Fidlar charge to county
0-250 min	\$75/mo	.25 per min	\$45/mo and .10 per minute overage
251-500 min	\$125/mo	.23 per min	\$65/mo and .075 per minute overage
501-1000 min	\$195/mo	.18 per min	\$85/mo and .06 per minute overage
1001-2000 min	\$295/mo	.15 per min	\$103/mo and .05 per minute overage
2001 and up	\$400/mo		\$115/mo

*Laredo* support (at 1-800-747-4600), including End-User subscriber support, is included in the Per-Minute Plans.



#### **TAPESTRY II DESCRIPTION:**

The Client agrees to participate in the *Tapestry II* General Public Access System by permitting their information to be made available through the Fidar Technologies *Tapestry II* website system. The Client understands that *Tapestry II* is a service offered and managed by Fidar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidar will provide 1-800 support to users as well as manage the billing and collecting of *Tapestry II* access fees from the end users. At the end of each billing period (calendar quarter), Fidar will provide a credit notice to the Client based on the following parameters:

- ♦ \$2.25 per *Tapestry II* search transaction; Fidar covers credit card fees, collections, and bad debt
- ♦ 50% of print-related fees

The Client understands that access fees for *Tapestry II* may change but the above noted revenue share remains the same. *Tapestry* end-user pricing fees may change without notice.

Fidar understands that it may not use or share the Client's data in any way other than the methods outlined above.

The Client is responsible for the costs, services, hardware, software, security, and maintenance of the required Internet connection to connect the *Laredo/Tapestry II* system to the Client's system.

If Client is using Fidar's Replication system, then Fidar will provide Client's data to external users.

#### **PROPERTY FRAUD ALERT DESCRIPTION:**

Fidar's *Property Fraud Alert (PFA)* service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in the Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. *PFA* subscribers must sign up for the *PFA* service via the *PFA* website, [www.propertyfraudalert.com](http://www.propertyfraudalert.com) (select respective County). Subscribers will ONLY be notified by the *PFA* service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

*Property Fraud Alert* is a subscription-based service. The Client, at its discretion, may choose to offer the *PFA* service to its citizens free of charge or at a fee of the Client's choice. All no-charge subscription services must be entered via the *PFA* web site only. Should the Client elect to charge a fee to subscribers, the subscriber must choose either a 1-Year subscription service or a 3-Year subscription service. With all paid subscription services, the subscriber will be given the option to either enter a credit card via the *PFA* web site or to submit a hard copy subscription form. The revenue from these subscription services will be shared 50/50 between



Fidlar and the Client (after credit card processing fees).

**Optional PFA Service** - The Client can elect to implement an optional service known as a 2-Year History Look-Back. If implemented, subscribers will be given the option to select a check box that generates the request to perform a 2-Year History Look-Back on all Land Record

documents in the Client's database. The fee for this optional service is \$5.00 per subscriber name and is collected at the time of selection via a credit card transaction. The revenue generated from this optional service will be split 50/50 with the Client (after credit card processing fees).

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the PFA hotline service (1-800-728-3858).

**BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:**

~~LIVINGSTON COUNTY, MI~~

~~Dated: \_\_\_\_\_~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

FIDLAR TECHNOLOGIES

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **SCHEDULE E**

### **Agreement as to Hardware, Software, and Services**

The following is a complete listing of all 3<sup>rd</sup> party hardware and software, and all other software and services associated with this agreement:

It is the Client's responsibility to interpret 3<sup>rd</sup> party software licensing requirements and to purchase the necessary legal copies of 3<sup>rd</sup> party software. It is also the Client's responsibility to purchase additional software licenses if required due to changes in the number of users or other factors.

NOTE: Fidlar Technologies has provided recommendations and/or is providing pricing below for 3<sup>rd</sup> party software based on input from the Client.

#### **3<sup>RD</sup> PARTY SOFTWARE:**

NA

#### **FIDLAR TECHNOLOGIES ADJUNCT SOFTWARE:**

NA

The above costs are included in Schedule A.

#### **BACKUPS OF DATA AND IMAGES:**

It is the Client's responsibility to regularly verify the success of the backups - Fidlar Technologies strongly recommends you verify the backups at least weekly.

#### **ANTI-VIRUS, SURGE PROTECTION, WINDOWS UPDATES:**

It is also highly recommended that you seek the assistance of your IT department or a qualified vendor in your area to protect your servers and workstations from viruses, power surges, etc. The following is recommended:

- Anti-Virus protection: Symantec Norton Antivirus and McAfee Antivirus are both utilized throughout the industry and are recognized by Fidar Technologies as acceptable anti-virus programs. It is very important to keep these programs updated regularly.
- Surge protection: The APC Powerchute units will protect your servers from power surges. It is also recommended you protect your workstations from both electrical and phone line power surges.
- It is recommended that you regularly run the Windows updates on your servers and workstations. If you do not have an office staff member or IT department available to assist you with this, we recommend you utilize the assistance of a qualified vendor in your area.

#### **HARDWARE RECOMMENDATIONS:**



NOTE: This information is for reference purposes only - These items are not included in this contract.

(List Hardware Recommendations here)

**Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.**

BUYER REPRESENTS THAT THIS SCHEDULE 'E' HAS BEEN READ:

~~LIVINGSTON COUNTY REGISTER OF DEEDS~~

~~Dated: \_\_\_\_\_~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

FIDLAR TECHNOLOGIES

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## SCHEDULE F

### VIRUS PROTECTION AND MAINTENANCE FOR SERVERS

☐ NEW AGREEMENT \*: First-year Virus Protection and Server Maintenance Service cost: \$

☐ DECLINE SCHEDULE F

\* This amount will be billed upon completion of installation.

The following is a listing of services covered under this schedule. These services are designed to assist you in protecting and safeguarding the county's server(s):

- Employ Antivirus/Antispyware software on your server(s) and perform regular updates to this software
- Perform a check on Antivirus/Antispyware definitions
- Check for, and apply, all Windows updates on your server(s)
- Regularly run broadband speed tests on your network
- Perform regular operating system updates and patches on your server(s)
- Regularly test network and Internet connectivity
- Perform regular tests to ensure that data and image backups are running correctly
- If a virus is contracted on your server(s), Fidar will assist in, and cover the cost of, cleaning up the virus, rebuilding the server(s), if necessary, and getting your system back into production.

BUYER REPRESENTS THAT THIS SCHEDULE 'F' HAS BEEN READ:

~~LIVINGSTON COUNTY MICHIGAN~~

~~Dated: \_\_\_\_\_~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

FIDLAR TECHNOLOGIES

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AMENDMENT  
TO  
COMPUTER SYSTEM SALES AND SOFTWARE LICENSE AGREEMENT  
Livingston County, MI - LifeCycle Extension  
(ver 3.1.2)**

**THIS AMENDMENT**, made and entered into by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "CLIENT") and **FIDLAR TECHNOLOGIES** (hereinafter referred to as "FIDLAR"), amends the Computer System and Software License Sales Agreement (Livingston County, MI, LifeCycle Extension) made and entered into between said parties.

**WITNESSETH:**

1. TERMS OF AGREEMENT, ARTICLE I - GENERAL TERMS, Section 1.4 TERM, shall be added to the above-stated Agreement to read as follows:

"1.4 TERM: The term of this Agreement shall commence on January 1, 2011 and shall continue to December 31, 2015 unless terminated earlier in accordance with Section 2.7 of this Agreement."

2. TERMS OF AGREEMENT, ARTICLE II - SOFTWARE LICENSE, Section 2.7 TERM AND TERMINATION , page 3, of the above-stated Agreement shall be amended by adding the following paragraph to the end of the section:

"In the event any of the software provided by FIDLAR under this Agreement fails at any time during the term of this Agreement to operate, and such failure is due to a defect in such software and FIDLAR has not corrected such defect(s) within ten (10) business days of receipt of notice thereof from the CLIENT or within such longer period of time as mutually agreed to by FIDLAR's and the CLIENT's authorized representatives the CLIENT may terminate this Agreement on five (5) business days prior written notice to FIDLAR. Upon such termination CLIENT shall have no further liability for future payments due after such termination, but such termination shall not relieve the CLIENT of its obligations to make payments to FIDLAR of all sums due and owing up to the effective date of termination. In the event the CLIENT terminates this Agreement as authorized herein the CLIENT will, after ten (10) days after the effective date of termination, certify in writing to FIDLAR that through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of the discontinued or terminated License program(s) have been destroyed, except that, upon prior written authorization from FIDLAR, CLIENT may retain a copy for archive purpose only."

3. TERMS OF AGREEMENT, ARTICLE III, Section 3.3, EXCLUSIVE REMEDY, pages 4-5, of the above-stated Agreement shall be amended by adding the following sentence to the end of the section:

**"IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO INJURIES OR DAMAGES CAUSED BY CRIMINAL ACTS, INTENTIONAL TORTS, ACTS OR OMISSIONS WHICH BY STATUTE CREATE STRICT LIABILITY, OR GROSS NEGLIGENCE OF FIDLAR, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS AND AGENTS PROVIDED THAT CLIENT HAS FIRST GIVEN FIDLAR NOTICE OF SUCH ACT AND A REASONABLE OPPORTUNITY TO CURE SUCH INJURY OR DAMAGE GIVEN THE NATURE OF SUCH INJURY OR DAMAGE."**

4. TERMS OF AGREEMENT, ARTICLE III, Section 3.12 NONDISCRIMINATION shall be added to the above-stated Agreement to read as follows:

**"3.12 NONDISCRIMINATION:** FIDLAR and its subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this Section 3.12 shall be regarded as a material breach of this Agreement."

5. TERMS OF AGREEMENT, ARTICLE III, Section 3.13 INDEPENDENT CONTRACTOR shall be added to the above-stated Agreement to read as follows:

**"3.13 INDEPENDENT CONTRACTOR:** It is expressly understood and agreed that FIDLAR is an independent contractor. The employees, servants, agents and assigns of FIDLAR shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the CLIENT and shall not be entitled to any fringe benefits of the CLIENT, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. FIDLAR shall be responsible for paying all salaries, wages and other compensation which may be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments."

6. SCHEDULE A Payment Amount and Schedule, Taxes section, page 8, of the above-stated Agreement shall be amended by adding to the end of the Section the following sentence:

"It is expressly understood and agreed that the CLIENT is a municipal corporation and political subdivision of the State of Michigan and as such has tax exempt status and shall not pay any taxes from which it is exempt."

7. All other Terms and Conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective on the effective date of the above-stated Agreement.
8. The people signing this Amendment on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully signed this Amendment on the day and year first above written.

**COUNTY OF LIVINGSTON**

By: \_\_\_\_\_  
Maggie E. Jones, Chairman  
County Board of Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sally Reynolds, Register of Deeds

Date: \_\_\_\_\_

**FIDLAR SOFTWARE**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

APPROVED AS TO FORM  
FOR COUNTY OF LIVINGSTON

**COHL, STOKER & TOSKEY, P.C.**

By: Robert D. Townsend  
Robert D. Townsend



## **Livingston County, MI**

### **3 Year Land Records Life Cycle Extension**

This Extension is made this \_\_\_ day of \_\_\_\_\_, 2018 between Livingston County, MI and Fidar Technologies ("Fidar"). Livingston County, MI and Fidar hereby agree that the Computer System and Software License Sales Agreement dated December 2<sup>nd</sup>, 2010 between Livingston, MI and Fidar (the "Agreement") is hereby extended for a 3 year period commencing on 1/1/2019 and terminating on 12/31/2021. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 3 year term of this Extension.

#### **SOFTWARE SERVICES SUMMARY**

AVID LifeCycle		Three Year Investment Plan
Software (LifeCycle Payment)		\$75,000 \ Year 1
		\$75,000 \ Year 2
		\$75,000 \ Year 3
	AVID Software	<i>Included</i>
	eRecording	<i>Included</i>
	Redaction	<i>Included</i>
	OCR via iNspect	<i>Included</i>
	Search for Public Workstations	<i>Included</i>
	Any Future Land Recording Software Systems	<i>Included</i>
	Iris	<i>Included</i>
	Anchor	<i>Included</i>
	Swift	<i>Included</i>
	Future Software Modules	<i>Included</i>
	<i>That are defined by Fidar as LifeCycle</i>	
CountyCare Support	Unlimited Support calls	<i>Included</i>
Services		
	Installation and Configuration	<i>Included</i>
	Workflow	<i>Included</i>
	Project Management	<i>Included</i>
	Data Conversion	<i>Included</i>
	Image Conversion	<i>Included</i>
	Training	<i>Included</i>
Remote Access		
	Laredo, Tapestry	<i>See Schedule D</i>
Community Outreach Products		
	Property Fraud Alert	<i>Included</i>
	Monarch	<i>Purchased</i>
	Honor Rewards	<i>Included</i>



**3 YEAR PAYMENT MILESTONES AND DATES:**

Annual LifeCycle Payments will be billed in January for the next 3 years:

2019 - \$75,000

2020 - \$75,000

2021 - \$75,000

**FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:**

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidar may develop to replace AVID for the purpose of recording land records documents (AVID).
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents.
- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents.
- ◆ CountyCare<sup>®</sup> software maintenance

**FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:**

- ◆ The 3<sup>rd</sup> party software and hardware to operate AVID.
- ◆ The installation, maintenance, or support of 3<sup>rd</sup> party software and hardware now or in the future.
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents.
- ◆ Any form of ownership or perpetual license to Fidar developed software products.
- ◆ Any custom development for special requests from client
- ◆ Any needed or requested training except as stated in the above section.
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract.
- ◆ Explicit omission of any add-on modules not included in this contract.

**Buyer represents that this lifecycle extension has been read and accepted:**

**LIVINGSTON COUNTY, MI**

**FIDLAR TECHNOLOGIES**

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Live  
Pa

Our company headquarters is located in Davenport, Iowa and all but our six staff members in our Exeter, NH location are based in our main office.



Despite the variations in size, every county has the same goal: To be the steward of the public record. It is in everyone's interest that these land records be accurately, easily and efficiently recorded, and securely preserved in perpetuity. Fidlar provides the best products to do just that.

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**Fidlar Technologies**  
**350 Research Parkway, Davenport, IA 52806**

**Ernest Rikken, Owner**

**Dave Steil, Owner**

**563-345-1200**

[ernier@fidlar.com](mailto:ernier@fidlar.com)

[daves@fidlar.com](mailto:daves@fidlar.com)

**Mark Schwarting, Territory Manager**

**Mark Lystiuk, Partner Relationship Manager**

[marks@fidlar.com](mailto:marks@fidlar.com)

[markl@fidlar.com](mailto:markl@fidlar.com)

Premier provider of technology and services for the  
management of public information

[www.Fidlar.com](http://www.Fidlar.com)

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## Partnership Review

We appreciate your partnership, ability and willingness to utilize many of the unique products and services we have to offer our County Partners. During the past 3 years of our partnership, there have been several enhancements to the workflow and technology that the Livingston County Register of Deeds Office utilizes from Fidlar.

Our state-of-the-art solution is centered on our AVID software product which handles the recordation of documents from the point of submission to your office through indexing, quality assurance, document return, and of course, the effective and efficient storage and access of your information.

Fidlar continues to strive to bring additional value, services, and awareness of your office. The enhancements to AVID over the past 3 years and additional services Livingston is using are:

- Optical Character Recognition via iNspec – Assisted Indexing module.
- Anchor – parcel management.
- Swift – electronic return capability of paper submitted documents.
- iRis – data normalization / standardization
- Property Fraud Alert - Kiosk

In the next few years Fidlar will continue to work on delivering some exciting new technologies to the recording industry. The purpose of our LifeCycle pricing program is to assure your office and Livingston County are ready for these changes and can always have access to our latest products created for recording land records. Below are the current LifeCycle modules. All modules are available to you at no additional cost.

### **Land Recording Solution Upgrade: AVID (already implemented)**

Livingston County is utilizing Fidlar's AVID Land Records program. Counties using AVID have found an increase in their efficiency, accuracy, and data integrity by saving time, moving to a more electronic workflow and taking advantage of the newer technology available within AVID versus their previous land recording system. Following is a



summary of some of the benefits which Livingston County has realized with the use of AVID versus their previous in-house built system.

- AVID's upfront scanning of documents has served 2 beneficial purposes. It has greatly reduced the movement of paper around the office. Also, by scanning the images in immediately, this assures you are adhering to "Race to Courthouse" standards. When an electronic document (or batch of documents), are received, these documents automatically enter the AVID Queue, seamlessly integrating with paper documents that have scanned "up front". The AVID queue intuitively, with no manual step needed (such as monitoring a queue list), maintains the "race" order of the documents. This feature results in a well-maintained order to your document numbers (document numbers for electronic documents are interspersed with the numbers for paper documents according to when they entered the AVID Queue).
- The AVID Queue has nearly eliminated abandoned documents. As mentioned above, the Queue maintains the list of documents to be processed and (regardless of whether it is an electronic or paper submission).
- AVID also provides a single data-entry field ("AVID ENTRY") that removes the need to navigate to multiple, separate fields or screens (Parties, Subdivision, Tract, etc.) to enter data—data that is not auto-indexed can be entered in the order it displays on the documents, eliminating much of the scrolling back and forth between images that is inherent in more traditional recording systems. AVID recognizes the format of typed data and populates the appropriate field based on this recognition.
- When entering party names in the AVID ENTRY field, the last name of the entered party remains in the field for easy repetition of the last name (it is highlighted so it is also simple to overwrite the last name with a new name by simply typing the new name).
- If a document needs to be rejected during the indexing process, rather than manually filling out a rejection sheet that is scanned as the last page of the document, the indexers have the option of rejecting the document in the system, selecting the rejection reason from a list.
- AVID includes the capability (optional) of electronically returning (via email) documents that arrived at the Register of Deeds' office in paper format. Many counties return the documents via mail AND electronically. The advantage of returning documents via the electronic process is that it helps keeps the "where is my document?" phone calls to a minimum. The paper documents can then be



returned via the standard method. This combination satisfies both customers who prefer the traditional method of receiving their documents back, and the customers that embrace technology.

**Optical Character Recognition / Assisted Indexing via iNspect (already implemented)**

We are committed to providing the most robust, comprehensive OCR product possible to our partners. Fidar's newest version of Assisted-Indexing is named iNspect. iNspect is tuned to work with all document types and all data fields. It will find the information you wish to index on the digitized document image which was previously scanned or received via eRecording. Fidar is the first vendor to utilize touch technology so the highlighted text you wish to index can be selected via touchscreen, hot keys, or mouse operation or a combination of all three. Other vendors approach to "Auto Indexing" functionality auto populates the index fields for you. This can at times actually introduce errors if the OCR technology isn't 100% accurate. Fidar's approach requires the user to make the decision on what to accept and provides the opportunity to standardize the index information found. This approach increases accuracy and data integrity since the information is not being re-keyed and the user is making the decision as to what to accept into the system.

**Integrated eRecording (already implemented)**

eRecording provides many benefits to your document submitters in ease of recording and quicker return of documents. eRecording also allows the county staff to save time in processing documents and is able to provide faster service to their customers.

**IRIS (already implemented)**

This module allows Livingston County to create a customized list of aliases for indexed names of parties, businesses, streets and subdivisions allowing the county to automatically support office indexing policies. These lists can also be optionally used while searching in AVID, Laredo, Tapestry, and Monarch On Demand.

**Anchor (already implemented)**

Anchor is a module that will enable the Livingston County management team to create, define and manage specific legal parameters for subdivisions, survey maps and tracts. Using these definitions, Anchor will validate indexed information and alert indexers of the status of these legals via colored shields while indexing, and optionally, generate an email to the submitter for these documents. Anchor can also generate a daily email that lists all invalid legals recorded that day including document numbers.



**Swift (already implemented)**

Swift will allow the Livingston County Register of Deeds' Office to return recorded and rejected paper documents to opted-in submitters and recipients electronically via email. The County will then decide whether to keep or destroy the paper document. Swift includes a module which allows users to set up recipient accounts for paperless returns after opting-in, view a history of electronically returned documents via date and recipient, track if the returned document was downloaded, re-send documents and keep a running total of costs saved due to the less postage, supplies and labor required based on county supplied attributes.

**Integration of Monarch (already implemented)**

Monarch is an image and data distribution service which provides Livingston County the ability to fulfill bulk data and image requests while still being able to protect the official public record. This product was designed to securely provide Land Records index information and images to subscribers. Information is "streamed" directly to the subscriber. With the approval of the official, Fidlar handles this process as well as collecting the fees (which are set by the county) for this service from the subscriber. Monarch can also be utilized to apply a watermark to Laredo images per Livingston County request. The watermark can be customized based on the requirements of the county. Monarch can also be used as an integration tool to deliver images or data fields to network file location to be picked up by other County office's applications. Livingston is currently using Monarch to feed images and data to the county's web portal

**Community Outreach Services: Property Fraud Alert / Honor Rewards**

The Fidlar Community Outreach Services were designed to give our Partners the ability to promote themselves, their offices, and the value that elected officials can bring to their communities. The Livingston County Register of Deeds' Office currently offers Property Fraud Alert and Honor Rewards to its constituents.

- **Property Fraud Alert (PFA – already implemented)** (is an internet-based system that automatically alerts constituents, via email, text or phone message, each time there is recording activity against a property owned by them. Upon notification, constituents can then verify that this activity was, indeed, initiated by them and not by someone attempting to defraud them. Since Fidlar Technologies manages the alert system, this service provides Livingston County with a beneficial tool to notify your public without enduring the time and effort required to send your own notifications by mail.
- **Honor Rewards (available for implementation)** is a service provided to



counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive and Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program.

Fidlar handles many of the major costs and time consuming tasks involved in providing a Veterans rewards program including:

- Creation and maintenance of your county's page at [www.honorrewards.com](http://www.honorrewards.com)
- Printing of all ID Cards
- Customer Support
- Pre-Created promotional materials

Livingston County contacted the local businesses for participation in the program as well as worked with their local Veteran's Service Officer to promote Honor Rewards program to the veterans of Livingston County.

#### **OFFICIAL RECORDS ONLINE (available for implementation)**

Official Records Online (ORO) makes it possible for visitors to the ORO website ([www.officialrecordsonline.com](http://www.officialrecordsonline.com)) to place an order for copies of birth, death, marriage licenses, and/or certified land records documents (at Client's discretion), accept payment, and validate requestor identity.

#### **ORO PRICING:**

Livingston County will determine base pricing for each document type made available via ORO. Fidlar will charge the ORO website visitor a convenience fee of \$10.00/certificate order (includes copies). Fidlar will credit Livingston County's account \$2.50/per convenience fee charged plus the base pricing set for each document type. Livingston County will provide a link to [www.officialrecordsonline.com](http://www.officialrecordsonline.com) from the County's web site for the online ordering of these document types.



## Disaster Recovery

### **County Premise based servers with Fidlar's Image and Data Replication Services.**

Livingston County has selected the option where the County IT has purchased and maintains its own server environment including full system backups and provide for disaster recovery planning. Fidlar installed a replication software service which in real time duplicates all county vital and land records images and the associated indexed data to a server environment in a colocation facility in Iowa. By replicating the elements within the 'Official Public Record' allows for remote access portals / products to connect to the replicated database hosted by Fidlar therefore eliminating 'internet' / remote access traffic to be accessing the production database located within the County Network. The county also has saved on SQL Client access Licenses required for the remote access users. In the event of regular hardware maintenance or a disaster to County Premise based server there would be no interruption to searching capability of Livingston County's land records. In the event of a disaster to the Livingston County Server environment we would need to re-load and configure the APEX / AVID software on the County Servers, but then we would be able to quickly and easily re-populate all images and data from the Fidlar Image and Data Replication Service.

Ongoing storage fees – billed quarterly based on actual database size

Current Livingston County DB size = 427GB

**\$2,500 / qtr.\***

\*(up to 450GB. Each additional 50GB would increase the quarterly fee by \$250)

**Optional DR upgrade - Fidlar's Bastion – Application Hosting Services.** With Fidlar's Bastion Application Hosting services the County would not need to purchase and maintain the server environment. Livingston County IT would only need to have desktop computers with connected peripherals (printers, scanners, bar code readers, etc.) connected to the internet. The AVID software would be hosted by Fidlar in a colocation facility located in Iowa with live journaling taking place to a 'warm site' located in New Jersey. Fidlar handles all costs and provides the service of maintaining the server environment and conducting all backups to provide the utmost peace of mind that Livingston County's 'official public records' are safe from any type of physical / natural disaster as well as cyber threats which continue to be on the rise toward county government.

Install and Configuration of Bastion Application Hosting Service

**\$5,000**

Ongoing Storage Fees – Billed quarterly based = 427GB

**\$4,350 / qtr.\***

\*(up to 450GB. Each additional 50GB would increase the quarterly fee by \$450)



## Remote Access: Laredo / Tapestry Revenues

### **Laredo – designed for the professional search community**

Currently Livingston County utilizes Laredo for public searching capability to serve those customers who are frequent, professional searchers of the land records. I.e; Title Companies, Banks, Lawyers, etc. Unlike other vendors who embed a search portal within the county's website and then the County is responsible for marketing and support of their search customers, Fidlar handles all support of the end users through ongoing training / webinars, and telephone support. The licensing and support service fees paid to Fidlar are based upon the number of County subscribers and based on the subscription plan they have chosen. The County offers several plans available, bills monthly, and retains the profit generated as well as retains all print fees. Fidlar's remote access business model allows County's to manage expenses directly related to their profits to maximize their remote access revenues.

Below is a recap of the Livingston Laredo Profits for printing and charges to subscribers after Fidlar fees.

**2016 - \$96,181.98**

**2017 - \$95,080.22**

**2018 - \$69,834.39 (through September)**

### **Tapestry – web based, pay per transaction searching for the occasional searcher.**

Tapestry allows searchers the option to pay as they go via the Tapestry website at [www.landrecords.net](http://www.landrecords.net). Tapestry has approximately 8000 unique monthly visitors which allows Livingston County to reach an audience of searchers who may not be visiting the county's website today. Of each search transaction Fidlar retains a portion to account for the ongoing software maintenance, support to end users, credit card processing fees, as well as bad debt expense. Below are the Tapestry revenues received by the county after Fidlar fees.

**2016 - \$6,348.50**

**2017 - \$6,260.00**

**2018 - \$6,713.00 (through September)**



## Current Products / Investment Proposal

### AVID LifeCycle

Livingston County has chosen Fidlar Technologies' LifeCycle investment model. LifeCycle pricing is the best program in the industry for ease of budgeting and assurance against technology obsolescence by providing access to everything Fidlar has to offer at a predictable price. LifeCycle includes the upfront software license fees, the annual software maintenance and support, (which is referred to as CountyCare), as well as all future LifeCycle modules and future land records systems license fees including the installation, conversion, and training service fees.

AVID LifeCycle	Three Year Investment Plan	
Software (LifeCycle Payment)		\$75,000 \ Year 1 \$75,000 \ Year 2 \$75,000 \ Year 3
	AVID Software	<i>Included</i>
	eRecording	<i>Included</i>
	Redaction	<i>Included</i>
	OCR via iNspect	<i>Included</i>
	Search for Public Workstations	<i>Included</i>
	Any Future Land Recording Software Systems	<i>Included</i>
	Iris	<i>Included</i>
	Anchor	<i>Included</i>
	Swift	<i>Included</i>
	Future Software Modules <i>That are defined by Fidlar as LifeCycle</i>	<i>Included</i>
CountyCare Support	Unlimited Support calls	<i>Included</i>
Services		
	Installation and Configuration	<i>Included</i>
	Workflow	<i>Included</i>
	Project Management	<i>Included</i>
	Data Conversion	<i>Included</i>
	Image Conversion	<i>Included</i>
	Training	<i>Included</i>
Remote Access		
	Laredo, Tapestry	<i>See Schedule D</i>
Community Outreach Products		
	Property Fraud Alert	<i>Included</i>
	Monarch	<i>Purchased</i>



Honor Rewards	Included
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**Laredo Subscription Based Remote Access:**

Fidlar Technologies’ Laredo software is designed to allow remote access to the Client’s recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client’s customers and subsequent access are exclusively granted by Client. After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar’s website, [www.fidlar.com](http://www.fidlar.com).

Each new Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

**Laredo Licensing Fees:**

Fidlar will invoice Livingston County a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

Laredo Per-Minute Plan Fees:

<u>Per-Minute Plans</u>	<u>Fidlar License Fee to Livingston County per User Subscription</u>
0-250 minutes	\$50/mo and 0.11 per minute overage
251-500 minutes	\$71/mo and 0.0825 per minute overage
501-1000 minutes	\$93/mo and 0.066 per minute overage



1001-2000 minutes    \$113/mo and 0.055 per minute overage

2001 and up            \$126/mo

Included in the licensing fees Fidar will provide Laredo support (at 1-563-345-1283, or 1-800-747-4600), for all Laredo users.

**Tapestry - Online Remote Access:**

Livingston County has chosen to participate in the Tapestry General Public Access System by permitting their information to be made available through the Fidar Technologies Tapestry website. Tapestry is a service offered and managed by Fidar to provide the land records of participating Counties collectively to the general public from one web based system. [www.landrecords.net](http://www.landrecords.net)

Fidar will provide phone and email support to users as well as manage the billing and collecting of Tapestry access fees from the end users. At the end of each billing period (calendar month), Fidar will provide a credit notice to the Client based on the below parameters. The remainder of the fees represents Fidar's licensing charge to the Client and includes the Tapestry system, usage, support credit card processing fees, bad debt, and services provided on behalf of Livingston County.

- \$2.75 per Tapestry search transaction; Fidar covers credit card fees, collections, and bad debt
- 50% of print-related fees

**Included with Tapestry are the Following Community Outreach Services:**

**Property Fraud Alert:**

Fidar's **Property Fraud Alert (PFA)** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in the Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. **PFA** subscribers must sign up for the **PFA** service via the **PFA** website, [www.propertyfraudalert.com](http://www.propertyfraudalert.com) (select respective County). Subscribers will ONLY be notified by the **PFA** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.



**PFA** is a Fidar-managed web site and service. Fidar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

**Honor Rewards:**

Fidar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office or the Clerk's office) to receive and Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program.

Fidar handles many of the major costs and time consuming tasks involved in providing a Veterans rewards program including:

- Creation and maintenance of your county's page at [www.honorrewards.com](http://www.honorrewards.com)
- Printing of all ID Cards
- Customer Support
- Pre-Created promotional materials




## Honor Rewards


# HONOR REWARDS

COMMUNITY REWARDS PROGRAM FOR VETERANS

### Madison County, Illinois



**MADISON COUNTY GOVERNMENT**  
EDWARDSVILLE, ILLINOIS  
**Amy Meyer**  
Madison County Recorder



Name: \*

First Name Middle Initial Last Name

Date of Birth (MM/DD/YYYY): \*

Address: \*

Street Address

Street Address Line 2

City State / Province / Region

Postal / Zip Code

Branch of Service: \*

☒ Army

SELECT COUNTY

- HOME
- Union County, AR
- Boone County, IL
- Champaign County, IL
- Crawford County, IL
- Henry County, IL
- Knox County, IL
- Moultrie County, IL
- Rock Island County, IL
- Sangamon County, IL
- St. Clair County, IL
- Tazewell County, IL
- Winnebago County, IL
- Crawford County, IN
- Greene County, IN
- Jackson County, IN
- Madison County, IN
- Owen County, IN
- Perry County, IN
- Porter County, IN
- Posey County, IN
- Spencer County, IN
- Vanderburgh County, IN
- Washington County, IN
- Faribault County, MN
- Watonwan County, MN
- Jefferson County, MO
- St. Francois County, MO

LOCAL COUNTY VETERANS!

**JOIN HONOR REWARDS**

RECEIVE...

- DISCOUNTS
- PROMOTIONS
- AND OTHER INCENTIVES

AT PARTICIPATING LOCAL BUSINESSES

VISIT [WWW.HONORREWARDS.COM](http://WWW.HONORREWARDS.COM) TO SIGN UP

# HONOR REWARDS

HIDALGO COUNTY TEXAS

**John Q Public**  
123 Main Street  
Austin, TX 78759  
(555) 345-1234

**Army**  
1981-1985



A NEW REWARD PROGRAM FOR VETERANS MADE AVAILABLE BY THE HIDALGO COUNTY CLERK'S OFFICE.  
OWN CLERK/HONOR REWARDS PROGRAM OF HIDALGO COUNTY TEXAS. TEL: 737/345-1234 FAX: 737/345-1234



RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

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**Resolution Authorizing a Renewal Agreement with ACC Business/AT&T for Internet Services – Information Technology**

**WHEREAS,** Internet is an essential utility service that Livingston County must have to continue operations; and

**WHEREAS,** ACC/AT&T is offering Livingston County a 250Mb Ethernet service with a managed router for \$1,589 a month; and

**WHEREAS,** this renewal contract would be for a three (3) year period expiring 12/31/2021; and,

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the County Administrator the authority to approve future internet utility service contracts upon approval by Civil Counsel.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners be authorized to any and all documents related to the above-referenced contract and renewal contracts upon approval by Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:

**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** [Click here to enter a date.](#)

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**Resolution Authorizing Software Maintenance Renewals for 2019 - Information Technology**

**WHEREAS,** in order to ensure continuity of technical support services and software upgrades for the software used by County Departments, there is a need to renew the following annual software maintenance; and

**WHEREAS,** to maintain compliance with the Livingston County Procurement Policy, the following renewals need the Board of Commissioners authorization as they either exceed the \$100,000 threshold of budgeted detail or exceed 10% of the 2019 budgeted amount; and

**WHEREAS,** funding is available through the 2019 Information Technology Budget.

Vendor	Total of Renewal	Renewal Dates
Priority Dispatch	Not To Exceed \$172,000	1/1/2019 - 12/31/2021
State of Michigan - JIS	Not To Exceed \$105,600	1/1/2019 - 12/31/2019
Superion - OSSI	Not To Exceed \$290,046	1/1/2019 - 12/31/2019
Zoho – AD Manager	Not to Exceed \$945	1/1/2019 – 12/31/2019

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the above mentioned software maintenance renewals.

**BE IT FURTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:



## Michigan Supreme Court

State Court Administrative Office  
Michigan Hall of Justice  
P.O. Box 30048  
Lansing, Michigan 48909  
Phone 517-373-0128

Milton L. Mack, Jr.  
State Court Administrator

DATE: May 7, 2018

TO: Chief Judges (JIS Courts)  
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Milton L. Mack, Jr.

RE: User Fees for 2019

---

The attached sheet shows the 2019 user fees for your court. The sheet shows two fees: the amount that the State Court Administrative Office (SCAO) calculated for your court based on the formula and the amount that is five percent more than what your court currently pays. Because any increase from the current fee to the 2019 fee is capped, the 2019 fee for your court will be the LOWER of these two amounts.

Starting January 1, 2019, the user fee formula will be changed as follows:

- The per case rate for circuit and probate courts increased from \$9.13 to \$10.00.
- The per case rate for district and municipal courts increased from \$1.29 to \$1.30.
- The base rate per court increased from \$9,085.44 to \$9,100.00.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public.

Please contact Beth Eimer, Supreme Court Finance, at 517-373-4689 or [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov) with any questions.

Attachment

## User Fees

Effective January 1, 2019

**The 2019 User Fee for the 53rd District Court - Livingston is \$42,725.10**

### 53rd District Court - Livingston

Average Annual New Filings	24,327.00
Per Case Rate	\$ 1.30
Base Rate Per Court	\$9,100.00
Base Fee	\$40,725.10
Jury Module, if applicable	NA
LEIN/SOS Module, applicable to circuit and district courts	\$2,000.00
Hosting Fee, if applicable	NA
<b>2019 Calculated User Fee</b>	<b>= \$42,725.10</b>
<u>Current User Fee</u>	<u>\$43,200.85</u>
<b>5% Increase</b>	<b>= \$45,360.89</b>

**Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.**

**The 2019 User Fee for the 53rd District Court - Livingston is \$42,725.10.**

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Beth Eimer.

dreader@livgov.com  
fzysk@livgov.com  
analepa@livgov.com  
awhite@livgov.com  
dreader@livgov.com

---

If you have any questions, please contact:

Beth Eimer

Supreme Court Finance

E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)

Phone 517-373-4689

Fax 517-373-4640

## BASE FEE

Obtain the three-year average annual new filings from 2015 to 2017. Include the juvenile adoption cases with probate court, unless the court does not use the juvenile/adoption module. Exclude parking from district and municipal courts. Multiply the average annual new filings by the appropriate per-case-rate, then add the base rate.

Per Case Rate Circuit/Probate \$10.00	Per Case Rate District/Municipal \$1.30	Base Rate Per Court \$9,100.00
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## ADDITIONAL SERVICE FEES

Fees for additional services are calculated as follows and added to the base fee.

Jury Module	The jury module fee is 10 percent of the court's base fee. Probate and district courts where the circuit court receives the jury module are exempt from this fee.
LEIN/SOS Module	The LEIN/SOS module fee is \$2,000 per circuit court and \$2,000 per district court. This fee is not optional for circuit and district courts.
Hosting Fee	The hosting fee is \$0.20 per case.

## 5% CAP ON 2019 JIS USER FEES

The maximum increase per court from the current user fee is 5%.

### **Example XYZ Court**

Average Annual New Filings	23,207
Per Case Rate	\$1.30
Base Rate Per Court	\$9,100.00
Base Fee	\$39,269.10
Jury Module, <i>if applicable</i>	\$3,926.91
LEIN/SOS Module, <i>applicable to circuit and district courts</i>	\$2,000.00
Hosting Fee, <i>if applicable</i>	\$4,641.40
<b>2019 Calculated User Fee</b>	<b>= \$49,837.41</b>
<u>Current User Fee</u>	<u>\$44,600.00</u>
<b>5% Increase</b>	<b>= \$46,830.00</b>

**Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.**

**The 2019 User Fee for the XYZ Court is \$46,830.00.**



## Michigan Supreme Court

State Court Administrative Office  
Michigan Hall of Justice  
P.O. Box 30048  
Lansing, Michigan 48909  
Phone 517-373-0128

Milton L. Mack, Jr.  
State Court Administrator

DATE: May 7, 2018

TO: Chief Judges (JIS Courts)  
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Milton L. Mack, Jr.

RE: User Fees for 2019

---

The attached sheet shows the 2019 user fees for your court. The sheet shows two fees: the amount that the State Court Administrative Office (SCAO) calculated for your court based on the formula and the amount that is five percent more than what your court currently pays. Because any increase from the current fee to the 2019 fee is capped, the 2019 fee for your court will be the LOWER of these two amounts.

Starting January 1, 2019, the user fee formula will be changed as follows:

- The per case rate for circuit and probate courts increased from \$9.13 to \$10.00.
- The per case rate for district and municipal courts increased from \$1.29 to \$1.30.
- The base rate per court increased from \$9,085.44 to \$9,100.00.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public.

Please contact Beth Eimer, Supreme Court Finance, at 517-373-4689 or [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov) with any questions.

Attachment

## User Fees

Effective January 1, 2019

**The 2019 User Fee for the 44th Circuit Court - Livingston is \$41,057.80**

### 44th Circuit Court - Livingston

Average Annual New Filings	2,674.67
Per Case Rate	\$10.00
Base Rate Per Court	\$9,100.00
Base Fee	\$35,846.67
Jury Module, if applicable	\$3,584.67
LEIN/SOS Module, applicable to circuit and district courts	\$2,000.00
Hosting Fee, if applicable	NA
<b>2019 Calculated User Fee</b>	<b>= \$41,431.34</b>
<u>Current User Fee</u>	<u>\$39,102.67</u>
<b>5% Increase</b>	<b>= \$41,057.80</b>

*Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.*

**The 2019 User Fee for the 44th Circuit Court - Livingston is \$41,057.80.**

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Beth Eimer.

dreader@livgov.com  
rsacharski@livgov.com  
analepa@livgov.com  
awhite@livgov.com  
dreader@livgov.com

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If you have any questions, please contact:

Beth Eimer  
Supreme Court Finance  
E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)  
Phone 517-373-4689  
Fax 517-373-4640

### BASE FEE

Obtain the three-year average annual new filings from 2015 to 2017. Include the juvenile adoption cases with probate court, unless the court does not use the juvenile/adoption module. Exclude parking from district and municipal courts. Multiply the average annual new filings by the appropriate per-case-rate, then add the base rate.

Per Case Rate Circuit/Probate \$10.00	Per Case Rate District/Municipal \$1.30	Base Rate Per Court \$9,100.00
---	---	--------------------------------------

### ADDITIONAL SERVICE FEES

Fees for additional services are calculated as follows and added to the base fee.

Jury Module	The jury module fee is 10 percent of the court's base fee. Probate and district courts where the circuit court receives the jury module are exempt from this fee.
LEIN/SOS Module	The LEIN/SOS module fee is \$2,000 per circuit court and \$2,000 per district court. This fee is not optional for circuit and district courts.
Hosting Fee	The hosting fee is \$0.20 per case.

### 5% CAP ON 2019 JIS USER FEES

The maximum increase per court from the current user fee is 5%.

#### **Example XYZ Court**

Average Annual New Filings	23,207
Per Case Rate	\$1.30
Base Rate Per Court	\$9,100.00
Base Fee	\$39,269.10
Jury Module, <i>if applicable</i>	\$3,926.91
LEIN/SOS Module, <i>applicable to circuit and district courts</i>	\$2,000.00
Hosting Fee, <i>if applicable</i>	\$4,641.40
<b>2019 Calculated User Fee</b>	<b>= \$49,837.41</b>
<u>Current User Fee</u>	<u>\$44,600.00</u>
<b>5% Increase</b>	<b>= \$46,830.00</b>

**Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.**

**The 2019 User Fee for the XYZ Court is \$46,830.00.**



## Michigan Supreme Court

State Court Administrative Office  
Michigan Hall of Justice  
P.O. Box 30048  
Lansing, Michigan 48909  
Phone 517-373-0128

Milton L. Mack, Jr.  
State Court Administrator

DATE: May 7, 2018

TO: Chief Judges (JIS Courts)  
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Milton L. Mack, Jr.

RE: User Fees for 2019

---

The attached sheet shows the 2019 user fees for your court. The sheet shows two fees: the amount that the State Court Administrative Office (SCAO) calculated for your court based on the formula and the amount that is five percent more than what your court currently pays. Because any increase from the current fee to the 2019 fee is capped, the 2019 fee for your court will be the LOWER of these two amounts.

Starting January 1, 2019, the user fee formula will be changed as follows:

- The per case rate for circuit and probate courts increased from \$9.13 to \$10.00.
- The per case rate for district and municipal courts increased from \$1.29 to \$1.30.
- The base rate per court increased from \$9,085.44 to \$9,100.00.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public.

Please contact Beth Eimer, Supreme Court Finance, at 517-373-4689 or [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov) with any questions.

Attachment

## User Fees

Effective January 1, 2019

***The 2019 User Fee for the Livingston County Probate Court is \$21,743.33***

### Livingston County Probate Court

Average Annual New Filings	1,265.33
Per Case Rate	\$10.00
Base Rate Per Court	\$9,100.00
Base Fee	\$21,753.33
Jury Module, if applicable	NA
LEIN/SOS Module, applicable to circuit and district courts	NA
Hosting Fee, if applicable	NA
<b>2019 Calculated User Fee</b>	<b>= \$21,753.33</b>
<u>Current User Fee</u>	<u>\$20,707.93</u>
<b>5% Increase</b>	<b>= \$21,743.33</b>

***Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.***

***The 2019 User Fee for the Livingston County Probate Court is \$21,743.33.***

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Beth Eimer.

dreader@livgov.com  
rsacharski@livgov.com  
analepa@livgov.com  
awhite@livgov.com  
dreader@livgov.com

---

If you have any questions, please contact:

Beth Eimer

Supreme Court Finance

E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)

Phone 517-373-4689

Fax 517-373-4640

## BASE FEE

Obtain the three-year average annual new filings from 2015 to 2017. Include the juvenile adoption cases with probate court, unless the court does not use the juvenile/adoption module. Exclude parking from district and municipal courts. Multiply the average annual new filings by the appropriate per-case-rate, then add the base rate.

Per Case Rate Circuit/Probate \$10.00	Per Case Rate District/Municipal \$1.30	Base Rate Per Court \$9,100.00
---	---	--------------------------------------

## ADDITIONAL SERVICE FEES

Fees for additional services are calculated as follows and added to the base fee.

Jury Module	The jury module fee is 10 percent of the court's base fee. Probate and district courts where the circuit court receives the jury module are exempt from this fee.
LEIN/SOS Module	The LEIN/SOS module fee is \$2,000 per circuit court and \$2,000 per district court. This fee is not optional for circuit and district courts.
Hosting Fee	The hosting fee is \$0.20 per case.

## 5% CAP ON 2019 JIS USER FEES

The maximum increase per court from the current user fee is 5%.

### **Example XYZ Court**

Average Annual New Filings	23,207
Per Case Rate	\$1.30
Base Rate Per Court	\$9,100.00
Base Fee	\$39,269.10
Jury Module, if applicable	\$3,926.91
LEIN/SOS Module, applicable to circuit and district courts	\$2,000.00
Hosting Fee, if applicable	\$4,641.40
<b>2019 Calculated User Fee</b>	<b>= \$49,837.41</b>
<u>Current User Fee</u>	<u>\$44,600.00</u>
<b>5% Increase</b>	<b>= \$46,830.00</b>

**Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.**

**The 2019 User Fee for the XYZ Court is \$46,830.00.**



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**Page**  
1 of 11

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6125LG	Livingston County		USD	Net 30	12/30/2018

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
Contract No. 90145				
1	ONESolution Police-to-Police - Annual Subscription Fee OSSI Police to Police Annual Subscription Fee Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$0.00	\$0.00
2	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee OSSI Base Computer Aided Dispatch System Tier 5 Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$28,466.99	\$28,466.99
3	ONESolution Map Converter Software - Annual Maintenance Fee  OSSI Map Converter Software Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$774.15	\$774.15
4	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:1/1/2019, End: 12/31/2019	2	\$1,869.04	\$3,738.08
5	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution CAD Map Display and Map Maintenance Software License Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,658.91	\$1,658.91
6	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:1/1/2019, End: 12/31/2019	7	\$884.74	\$6,193.18
7	ONESolution Multi-Jurisdictional Dispatch Option - Annual Maintenance Fee OSSI Multi Jurisdictional Dispatch Option Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,105.95	\$1,105.95
8	ONESolution E911 Interface - Annual Maintenance Fee OSSI E911 Interface Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,658.91	\$1,658.91



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	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
9	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee OSSI Firehouse RMS Interface Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,216.53	\$1,216.53
10	ONESolution Pagegate Interface - Annual Maintenance Fee OSSI Interface to Pagegate Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$221.19	\$221.19
11	ONESolution Alpha Numeric Paging - Annual Maintenance Fee OSSI Alpha Numeric Paging Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,658.91	\$1,658.91
12	ONESolution CAD Client AVL License - Annual Maintenance Fee  ONESolution CAD Client AVL License Maintenance: Start:1/1/2019, End: 12/31/2019	8	\$442.39	\$3,539.09
13	ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee OSSI Medical PROQA Interface Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,658.91	\$1,658.91
14	ONESolution Rip & Run Printing/Faxing - Annual Maintenance Fee OSSI Rip and Run Printing/Faxing Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,658.91	\$1,658.91
15	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client (for EMS & Local Depts.) Maintenance: Start:1/1/2019, End: 12/31/2019	9	\$331.79	\$2,986.11
16	ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Client - up to 250 workstations Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$12,541.39	\$12,541.39



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17	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch ( 48 Fire, 84 Police, 20 EMS) Maintenance: Start:1/1/2019, End: 12/31/2019	152	\$169.87	\$25,820.09
18	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	152	\$34.21	\$5,199.77
19	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee OSSI - MCT Interface to Firehouse Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,658.91	\$1,658.91
20	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$7,741.61	\$7,741.61
21	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	152	\$25.57	\$3,886.26
22	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI's Integrated Messaging Software Switch Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$4,423.79	\$4,423.79
23	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:1/1/2019, End: 12/31/2019	20	\$66.35	\$1,326.99
24	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting - Up to 150 workstations Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$6,871.61	\$6,871.61



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25	ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:1/1/2019, End: 12/31/2019	84	\$59.00	\$4,955.96
26	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019	84	\$98.31	\$8,258.17
27	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019	84	\$195.63	\$16,432.54
28	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019	84	\$98.31	\$8,258.17
29	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:1/1/2019, End: 12/31/2019	29	\$98.31	\$2,851.03
30	ONESolution Records Management System - Annual Maintenance Fee OSSI Client Base Records Management System Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$32,441.02	\$32,441.02
31	ONESolution Multi-Jurisdictional RMS Option - Annual Maintenance Fee OSSI Multi-Jurisdictional RMS Option Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,081.37	\$1,081.37
32	ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module - 125 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$2,089.01	\$2,089.01
33	ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License - 15 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$688.15	\$688.15



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5 of 11

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34	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) - (1 per PD, 2 Sheriff) Maintenance: Start:1/1/2019, End: 12/31/2019	10	\$313.59	\$3,135.93
35	ONESolution Bike Registration - Annual Maintenance Fee OSSI Bike Registration Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$294.92	\$294.92
36	ONESolution Civil Processing - Annual Maintenance Fee OSSI Civil Processing Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,395.94	\$1,395.94
37	ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee OSSI Fleet Vehicle Maintenance Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$294.92	\$294.92
38	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee OSSI Accident Wizard Base Server License Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$983.05	\$983.05
39	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client - 84 -Mobile, 45 RMS, 5 per Agency Maintenance: Start:1/1/2019, End: 12/31/2019	129	\$29.49	\$3,804.79
40	ONESolution Fire Arms Application Permit - Annual Maintenance Fee OSSI Fire Arms Application Permit Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$294.92	\$294.92
41	JMS-MS DISPLAY - Annual Maintenance Fee OSSI Client Mugshot Display Software License - 15 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,437.72	\$1,437.72



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6125LG	Livingston County		USD	Net 30	12/30/2018

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
42	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License - 125 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$4,915.30	\$4,915.30
43	ONESolution Parking Ticket Administration - Annual Maintenance Fee OSSI Parking Ticket Administration Module - 10 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,376.29	\$1,376.29
44	ONESolution Pawn Shop/Pawn Watch - Annual Maintenance Fee OSSI Pawn Shop/Pawn Watch - 10 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$688.15	\$688.15
45	ONESolution Quartermaster - Annual Maintenance Fee OSSI - QuarterMaster Module - 5 Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,081.37	\$1,081.37
46	ONESolution Crime Analysis - Annual Maintenance Fee OSSI Crime Analysis Module - Client License Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$2,457.66	\$2,457.66
47	ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module - 10 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,277.98	\$1,277.98
48	ONESolution RMS Training Module - Annual Maintenance Fee OSSI Training Module - 5 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$688.15	\$688.15
49	OSSI State of MI-PACC-PAMM Interface - Annual Maintenance Fee RMS PACC/PAMM Interface Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$800.00	\$800.00
50	ONESolution Link Analysis - Annual Maintenance Fee OSSI - Link Analysis Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$5,505.15	\$5,505.15



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	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
51	ONESolution Michigan JIS Interface - Annual Maintenance Fee OSSSI - Interface to Michigan JIS Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,474.61	\$1,474.61
52	ONESolution Notification - Annual Maintenance Fee OSSSI Notification Module - 125 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$5,529.72	\$5,529.72
53	ONESolution Residential Security Watch - Annual Maintenance Fee OSSSI Residential Security Watch Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$294.92	\$294.92
54	ONESolution Jail Management System - Annual Maintenance Fee OSSSI Client Jail Management System Module - 15 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$6,635.66	\$6,635.66
55	ONESolution Jail Management System - Annual Maintenance Fee MICHIGAN JPIS INTERFACE Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$774.15	\$774.15
56	ONESolution State Livescan Interface - Annual Maintenance Fee OSSSI State Livescan Interface Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,880.11	\$1,880.11
57	JMS-MS DISPLAY - Annual Maintenance Fee OSSSI Client Mugshot Display Software License - 125 workstation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$7,372.95	\$7,372.95
58	ONESolution JMS VINE Interface - Annual Maintenance Fee OSSSI JMS Vine Interface Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$331.79	\$331.79
59	ONESolution IC Solutions Phone System Interface - Annual Maintenance Fee OSSSI - IC Solutions Inmate Phone System Interface Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$552.97	\$552.97



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60	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$352.66	\$352.66
61	ONESolution Northpointe Classification System Interface - Annual Maintenance Fee OSSI Interface to Northpointe Classification System Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,105.95	\$1,105.95
62	ONESolution CAD OpCenter - Annual Maintenance Fee OSSI - OPS CAD Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$4,915.30	\$4,915.30
63	ONESolution RMS OpCenter - Annual Maintenance Fee OSSI - OPS RMS & JMS Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$4,915.30	\$4,915.30
64	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee OSSI Mugshot Capture Station Software Only Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,216.53	\$1,216.53
Contract No. 090145-1				
65	ONESolution Keefe Commissary Interface-Funds Level - Annual Maintenance Fee OSSI - Keefe Commissary Interface - Booking Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,105.95	\$1,105.95
Contract No. 100395				
66	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$331.79	\$331.79
Contract No. 101008				
67	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019	29	\$195.63	\$5,673.14



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<b>Customer No</b>	<b>Customer Name</b>	<b>Customer PO #</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
6125LG	Livingston County		USD	Net 30	12/30/2018

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
68	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	29	\$39.32	\$1,140.35
69	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	29	\$29.49	\$855.34

Contract No. 101338

70	ONESolution Mugshot Capture Station Software-Add'l - Annual Maintenance Fee OSSI Subsequent Mugshot Capture Station Software Only Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$688.15	\$688.15
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Contract No. 111350

71	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$191.55	\$191.55
72	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$38.55	\$38.55
73	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$28.92	\$28.92
74	ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$57.82	\$57.82
75	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$96.38	\$96.38



1000 Business Center Drive  
 Lake Mary, FL 32746  
 www.Superion.com  
 Toll free 800-727-8088

## Invoice

**Invoice No**  
219477

**Date**  
11/30/2018

**Page**  
10 of 11

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**

Livingston County  
 Information Technology  
 Attn Candy Atkins  
 304 E. Grand River Ave.  
 HOWELL MI 48843  
 United States

**Ship To**

Livingston County  
 Information Technology  
 Attn Candy Atkins  
 304 E. Grand River Ave.  
 HOWELL MI 48843  
 United States

<b>Customer No</b>	<b>Customer Name</b>	<b>Customer PO #</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
6125LG	Livingston County		USD	Net 30	12/30/2018

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
76	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$96.38	\$96.38
77	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$28.92	\$28.92
78	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$191.55	\$191.55
Contract No. 120074				
79	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:1/1/2019, End: 12/31/2019	4	\$231.30	\$925.22
Contract No. 091400-1				
80	ONESolution Bradshaw Consulting Group Marvli Client - Annual Maintenance Fee OSSI - CAD Interface to BCS Marvli Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$3,469.62	\$3,469.62
Contract No. 120994				
81	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$57.82	\$57.82
Contract No. 160145				
82	ONESolution Fire ProQA/Paramount Interface - Annual Maintenance Fee OSSI Fire PROQA Interface Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$970.20	\$970.20



1000 Business Center Drive  
Lake Mary, FL 32746  
www.Superion.com  
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centralsquare.com

## Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
219477	11/30/2018	11 of 11

**Bill To**

Livingston County  
Information Technology  
Attn Candy Atkins  
304 E. Grand River Ave.  
HOWELL MI 48843  
United States

**Ship To**

Livingston County  
Information Technology  
Attn Candy Atkins  
304 E. Grand River Ave.  
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United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
6125LG	Livingston County		USD	Net 30	12/30/2018

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
83	ONESolution Law ProQA/Paramount Interface - Annual Maintenance Fee OSSI Law PROQA Interface Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$970.20	\$970.20
Contract No. 19997				
84	ONESolution Police-to-Citizen - Annual Maintenance Fee OSSI Police to Citizen Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,680.00	\$1,680.00

**Please make remittance payable to Superion, LLC**

**ACH / EFT:**

Routing Number 0710-000-39  
Account Number 81880-15335  
Bank of America (Phone 800-432-1000)  
E-mail payment details to: Accounts.Receivable@centralsquare.com

**Check:**

12709 Collection Center Drive  
Chicago, IL 60693

<b>Subtotal</b>	<b>\$289,444.37</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Invoice Total</b>	<b>\$289,444.37</b>
<b>Payments Applied</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$289,444.37</b>



Date	04-Dec-2018
Reference ID	livgov.com_2180905

PART NO	Description	Amount
87016.6S	Annual subscription fee for ManageEngine ADManager Plus Professional Edition - Subscription Model - 1 Domain (Unrestricted Objects) Start 01 January 2019 End 31 December 2019	\$945
Total Cost		US\$945.00

### Terms & Conditions

#### 1. Validity

Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices before sending your Purchase Order.

#### 2. Payment Terms

Net-30. Local taxes applicable for all end users located in the State of AL, IN, IL, KY, KS, MA, MN, MS, MI, ME, NC, NY, ND, NE, NM, OH, PA, RI, TX, VT, WI, WA and the City of New Orleans(LA).

#### 3. Payment Mode

ZOHO Corp accepts payment by valid company check, credit card or wire transfer. Please contact ZOHO Corp for wire transfer details.

Please submit Purchase Order to:

Attention: Vincent Scott

#### **MANAGEENGINE**

A Division of ZOHO Corp

4141 Hacienda Drive

Pleasanton, CA 94588, USA

Direct Phone: +1[408] 454 4269

Renewal Hotline: +1[408] 916 9755

Website - <http://www.zohocorp.com/>

We are ZOHO Corporation with 2 divisions: ManageEngine & Zoho.com

Click [HERE](#) for more information on local taxes

Sincerely- Vincent Scott [RENEWALS]

-vincent.s@zohocorp.com/v.scott@manageengine.com



# QUOTE

110 Regent Street, Suite 500  
Salt Lake City, UT 84111  
USA  
[www.prioritydispatch.net](http://www.prioritydispatch.net)  
Prepared By: Jon Stones  
Phone: (800) 363-9127  
Email: [jon.stones@prioritydispatch.net](mailto:jon.stones@prioritydispatch.net)

Agency:  
Agency ID#:  
Quote #:  
Date:  
Offer Valid Through:  
Payment Terms  
Currency:

Livingston County 911  
2289  
Q-29917  
7/17/2018  
12/31/2018  
Net 30  
USD

Bill To:  
Livingston County 911  
Chad Chewning  
300 S Highlander Way  
Howell, Michigan 48843-3974  
United States

Ship To:  
Livingston County 911  
Chad Chewning  
300 S Highlander Way  
Howell, Michigan 48843-3974  
United States

Line	Product Name	Qty	Unit Price	Amount
1	Priority Dispatch System Annual Maintenance ESP- (P) MFP License renewal, service and support. Includes bundled updated incensed products and services. (10% discount for 3 year pre-paid license maintenance fee) Term: Jan 1, 2019- Dec 31, 2021	3	33,485.00	100,395.00
2	Q Plus for EFD (12 Months) National Q Service - (EFD) Expert case review and reporting for 12 calls per week for 3 years. (10% discount for 3 year pre-paid NQ annual fees) Term: Jan 1, 2019- Dec 31, 2021	3	11,232.00	33,696.00
3	Q Plus for EPD (12 Months) National Q Service - (EPD) Expert case review and reporting for 20 calls per week for 1 year. (10% discount for 3 year pre-paid NQ annual fees) Term: Jan 1, 2019- Dec 31, 2021	3	18,720.00	56,160.00
4	Discount for 3 year pre-paid PDS ESP & NationalQ Annual Fees	1	-19,025.00	-19,025.00

Subtotal	USD 171,228.00
Estimated Tax	
Total	USD 171,228.00

Customer Signature	Date
Customer Name	Purchase Order ID
Credit Card #	Expiration Date

## TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <https://prioritydispatch.net/license-agreement/>

"To lead the creation of meaningful change in public safety and health."

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

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**Resolution to Approve the 2019 Memorandum of Agreement (MOA) with MSU Extension as Determined by the 2019 MSUE Budget**

**WHEREAS,** MSU Extension and Livingston County have a long history of working cooperatively to deliver Extension services and MSU Extension is committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes; and

**WHEREAS,** the base MOA, approved in 2012 with MSU Extension allows for the continued presence of MSU Extension in Livingston County and for expansion of the 4-H program; and

**WHEREAS,** the County portion of the MOA included three primary components. First, the county agrees to provide MSU Extension an annual base assessment of \$96,475. Second, the county agrees to continue providing office space and support staff. Finally, the continuation of the Consumer Horticulture program at 0.75 FTE requires an additional investment of \$77,021 above the base assessment; and

**WHEREAS,** to fully fund the MOA and additional educator position, the 2019 MOA for MSU Extension is \$173,496; and

**WHEREAS,** these funds will allow for the continuation of current programming as well as access to MSU Extension programming staff from around the state.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve the 2019 MOA with MSU Extension in the amount of \$173,496.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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#

#

**MOVED:**

**SECONDED:**

**CARRIED:**

## **AGREEMENT FOR EXTENSION SERVICES**

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on \_\_\_\_\_ by and between Livingston County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community & Economic Development, Natural Resources

**NOW THEREFORE** in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

**A. MSUE will provide:**

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 1.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

**B. The County will Provide:**

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
  - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Coordinator.
  - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
  - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
  - d. Access to space for delivering Extension programs.
  - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Coordinator that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

**1 FTE County employed Clerical Support Staff**

*Optional:*

4. Funding for additional Extension educators at **\$77,021**. (0.75 FTE \* \$102,695.) assigned to County and reporting to Agriculture and Agribusiness Institute.
5. Funding for additional 4-H program capacity **0 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**

7. Total Annual Assessment in the amount of **\$173,496.**

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Quarterly

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

**C. Staffing and Financial Summary**

A. Base Assessment (includes 1.5 FTE 4-H Program Coordination) **\$96,475.**

**ADDITIONAL PERSONNEL**

B. 0 FTE Clerical Support Staff to be employed by MSU \$0.

C. 0.75 FTE Educator (Program Area: Consumer Horticulture) \$77,021.

D. 0 FTE Additional 4-H Program Coordination \$0.

E. 0 FTE Additional paraprofessional staff \$0.

**TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2019: \$173,496.**

**I. Term and Termination**

The obligations of the parties under this Agreement will commence on January 1, 2019 the first day of the County budget year 2019 and shall terminate on the last day of such County budget year 2019. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Livingston County Administration, 304 E. Grand River Ave., Suite 202, Howell, MI 48843, if to the County.

**II. General Terms**

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.

3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, arising out of the negligence or willful misconduct of the indemnifying party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.
7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF  
MICHIGAN STATE UNIVERSITY**

By: \_\_\_\_\_

Evonne Pedawi  
Contract & Grant Administration

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Livingston COUNTY**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_  
(title)

Date: \_\_\_\_\_

**Appendix A**  
**Technical Standards for County Internet Connections**

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Coordinator. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange 35.8.0.0 - 35.9.255.255  
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)  
35.9.160.36 (1935,443) (authentication)  
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)  
35.9.83.132 (all) (vpn.msu.edu)  
35.9.81.150 (zoom.msu.edu)  
35.9.121.189 and 190 (443) (SharePoint)  
35.8.200.57 (80 and 443) (SharePoint)  
35.9.121.221, 223, and 225 (443) (Exchange)  
35.8.200.56 (80 and 443) (Exchange)  
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)  
35.8.201.200 (443 TCP) (Lync)  
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP - 135, 137-139, 2701-2704, 49152-65535)  
35.8.200.58 (80 and 443) (Lync)  
35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199  
MSUE.anr.msu.edu – 35.8.201.199  
Events.anr.msu.edu – 35.8.200.220  
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220  
Expression Engine – 35.8.201.215  
Web Hosting environment (other ANR websites) – 35.8.201.217  
Master Gardener (External) – 128.120.155.54  
Extension.org (External) – 152.46.27.147  
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to [support@anr.msu.edu](mailto:support@anr.msu.edu), where they will be routed to the best person to assist you.