



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, January 26, 2023 – 8:00 AM

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

Public may participate in the meeting electronically:

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

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

8:00 AM Call to Order - Vice-Chairperson Bardwell
Prayer - Commissioner Young
Pledge of Allegiance - Commissioner Lutz
Roll Call - Clerk Fetting

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Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 5 - 11
[Board of Commissioners - 12 Jan 2023 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda

[Committee of the Whole - 23 Jan 2023 - Minutes - Pdf](#) 12 - 14

1. Tuscola County Central Dispatch Service Agreement with Motorola
2. Appointment to Recycling Committee
3. Farm Lease Corner of Luder Road and Deckerville Road
4. Refill Vacant Position at the Sheriff's Department

New Business

1. Resolution for John Bishop, Register of Deeds

- | | | |
|----|--|---------|
| 2. | AED Proposal - Steven Anderson, Emergency Manager
AED Information
Stryker AED Quote | 15 - 18 |
| 3. | Fidlar Technologies Computer System and Software License Sales Agreement for the County Clerk - Eean Lee, Chief Information Officer
Fidlar Technologies System and Software License Agreement | 19 - 28 |
| 4. | Bastion Service License Agreement - Eean Lee, Chief Information Officer
Tuscola Clerk Bastion Agreement | 29 - 35 |

Old Business

Correspondence/Resolutions

Commissioner Liaison Committee Reports

Lutz

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

Koch

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

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

TRIAD

Local Units of Government Activity Report

Young

Board of Public Works

County Road Commission Liaison

Dispatch Authority Board

Genesee Shiawassee Thumb Works

Great Start Collaborative

Human Services Collaborative Council (HSCC)

MAC Agricultural/Tourism Committee

Region VII Economic Development Planning

Saginaw Bay Coastal Initiative

Senior Services Advisory Council

Tuscola 2020

Local Units of Government Activity Report

Vaughan

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory

Mid-Michigan Mosquito Control Advisory Committee

NACO-Energy, Environment & Land Use

Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Other Business as Necessary

At a.m., there were a total of participants attending the meeting virtually.

Extended Public Comment

Adjournment

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



MINUTES

Board of Commissioners Meeting

8:00 AM - Thursday, January 12, 2023

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

Commissioner Vaughan called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, January 12, 2023, to order at 8:00 AM local time.

Prayer - Commissioner Bardwell

Pledge of Allegiance - Commissioner Young

Roll Call - Clerk Fetting

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

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Steve Anderson, Ken Dunton, Cody Rabideau, Jon Ramirez, Register John Bishop

Also Present Virtual: Tracy Violet, Dara Hood, Mary Drier, Brandon Bertram, Treasurer Ashley Bennett, Matt Brown, Kate Curtis, Pam Shook, Rachel Adam, Mark Haney, Mitchell Holmes, Cody Horton, Debbie Babich, Renee Francisco, Barry Lapp, Cindy McKinney-Volz, Bob Baxter, Shannon Beach, Jon Ramirez, Tuscola GOP, Mike Slade

At 8:02 a.m., there were a total of 19 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2023-M-008

Motion by Bill Lutz, seconded by Matt Koch to adopt the agenda as amended. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2023-M-009

Motion by Matt Koch, seconded by Bill Lutz to adopt the meeting minutes from the December 29, 2022 Regular meeting and January 3, 2023 Organizational Meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2023-M-010

Motion by Thomas Young, seconded by Matt Koch that the Consent Agenda Minutes and Consent Agenda Items from the January 9, 2023 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Blue Cross Blue Shield (BCBS) -

Move that the county health insurance with Blue Cross Blue Shield of Michigan (BCBS) be renewed for January through December 2023. This action includes the fixed administrative fees for the estimated 186 contracts at \$65.57 each with an estimated annual cost of \$146,352. Also, all appropriate signatures are authorized.

2. State Application for Training Funds -

Move that per the request from Jon Ramirez, Dispatch Director, that Tuscola County make application to obtain funds from the Michigan 911 Training Fund. Also, all appropriate signatures are authorized.

3. 2023 Internal Revenue Service (IRS) Standard Mileage Rate -

Move that effective January 1, 2023, the standard county mileage rate be increased from \$0.585 per mile to \$0.655 per mile as established by the Internal Revenue Service.

4. Human Development Commission (HDC) Board Appointment -

Move that Commissioner William Lutz be appointed as the Commissioner liaison to serve on the Tuscola County Human Development Commission Board of Directors left vacant by appointed member Matthew Bierlein.

5. Appointment to Region VII Council on Aging -

Move to appoint Patricia LaBair to the Region VII Council on Aging for a 1-year term expiring December 31, 2023.

6. Sheriff's Department Hiring to Fill Vacant Part-time Corrections Position -

Move that per the request from Undersheriff Baxter Rebecca Bills be hired for a part-time Corrections position. A background investigation, physical & drug test have been completed. Rebecca Bills will start at a part-time wage of \$19.73 per hour. Scheduling will commence upon Board approval.

7. Controller/Administrator Unused Vacation Time Carryover Request -

Move that per the request from Clayette Zechmeister, Controller/Administrator, that authorization is given to carry over any unused vacation hours earned (27.5 hours) from the time period of January 12, 2022 to January 12, 2023. Extenuating circumstances required the Controller/Administrator to perform numerous responsibilities resulting in the inability to use this vacation time in the normal 12--month period. The hours carried over shall be used before January 12, 2024.

8. Pump House Demo Bids at The Parcels -

Move to authorize Mike Miller, Director of Building and Grounds, to repost the bid for the Pump House Demolition located at the northwest corner of Chambers Road and Washburn Road in Caro, Michigan.

New Business

1. Dispatch Outage Update (matter added) -

Jon Ramirez, Dispatch Director, provided an update regarding the outage experienced on January 10, 2023.

2. Re-fill Vacant Account Clerk III Position - Ashley Bennett, County Treasurer

2023-M-011

Motion by Matt Koch, seconded by Bill Lutz Move that per the recommendation of Ashley Bennett, Tuscola County Treasurer, that Estee Bitzer be hired to fill the vacant full-time Account Clerk III position (\$17.33 per hour), pending a favorable background check, drug screen and physical. Her expected start date will be January 17, 2023 pending all of her required information is received by that date. Motion Carried.

3. Update on the Appointment Process to Fill the Pending Register of Deeds Vacancy -

Jodi Fetting, County Clerk, updated the Board that a meeting has been set for the Statutory Appointment Commission which will be held on January 24, 2023. The Statutory Appointment Commission will provide notice of the vacancy, review the applicants and make the appointment.

4. Multi-Year General Fund Revenue Versus Expenditures Comparisons -

Clayette Zechmeister, Controller/Administrator, reviewed the charts and graphs included in the agenda packet.

Old Business

1. Proposed Renovations for the People State Bank Building -

2023-M-012

Motion by Matt Koch, seconded by Thomas Young Move to agree to the terms with the Firm of NJB Architects, Inc. for professional services including architectural, mechanical, plumbing, electrical, and structural engineering to complete the additions and renovations to Tuscola County Offices in the People's State Bank building in Caro for the amount of \$115,200.00. Also, establish a budget in the Capital Fund (483) with the use of funds in the provision of government services fund balance.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, and Matt Koch

Motion Carried.

2. Proposed Renovations for the People's State Bank Building -

2023-M-013

Motion by Matt Koch, seconded by Bill Lutz Move to accept the schematic design presented by NJB Architect, Inc. in the probable construction costs of \$1,772,340.00 with a \$265,851.00 contingency for the People's State Bank in Caro, Michigan. Next steps are to proceed with the design development and construction documents, assist in obtaining bids from contractors and conduct construction administration. Also, establish a budget in the Capital Fund (483) with the use of funds in the provision of government services fund balance.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, and Matt Koch

Motion Carried.

Correspondence/Resolutions

1. Legislative Update January 6, 2023 - The Michigan Association of Counties (MAC)
2. 2023 - MAC - State Priorities - Final
3. Branch County Resolution 2023-01
4. Opioid Lawsuit (matter added) - Clayette will be scheduling a closed session to discuss the disbursements of the settlement.
5. Ottawa County Lawsuit Regarding the Health Department (matter added) - Commissioner Vaughan discussed a recent lawsuit outcome.

Commissioner Liaison Committee Reports

Vaughan

No updates

Board of Health

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

Lutz

Board of Health
Community Corrections Advisory Board
Department of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard -
Discussed the Hemlock grain fire and that over 80 Fire Departments joined together in the battle.
Local Units of Government Activity Report

Koch

No Updates
Behavioral Health Systems Board
Recycling Advisory
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

Bardwell

No Updates
Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District

MAC Workers Comp Board
MAC Finance Committee
TRIAD
Local Units of Government Activity Report

Young

Board of Public Works
County Road Commission Liaison
Update provided regarding the fiber optic being halted due to the Road Commission pulling Thumb Electric's permits.
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
Region VII Economic Development Planning
Saginaw Bay Coastal Initiative
Meeting coming up on January 19, 2023. Commissioner Young is going to address phragmities in Tuscola County.
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

Other Business as Necessary

-Commissioner Koch stated that he intends to have County employee retirement benefits remain status quo and that Tuscola County employees are the most valuable asset of the County.

At 8:53 a.m., there were a total of 27 participants attending the meeting virtually.

Extended Public Comment

- Register John Bishop asked if solar revenue would offset the loss of wind revenue.
- Eean Lee spoke regarding halting the fiber optic project of Thumb Electric.
- Cody Rabideau introduced himself as the new Administrator at the Medical Care Facility.

-Pam Shook spoke regarding the condition of the road in Vanderbilt Park.

-Kate Curtis thanked Commissioner Young for addressing Clerk Fetting in a professional capacity and giving that respect.

Adjournment

2023-M-014

Motion by Matt Koch, seconded by Bill Lutz to adjourn the meeting at 9:06 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT



MINUTES

Committee of the Whole Meeting

8:00 AM - Monday, January 23, 2023

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

Commissioner Bardwell called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, January 23, 2023, to order at 8:00 AM local time.

Roll Call - Clerk Fetting

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

Commissioners Absent: Kim Vaughan

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Steve Anderson, Register John Bishop, Cindy McKinney-Volz, Timmy Rumble, Jon Ramirez, Amanda Ertman, Debbie Babich

Also Present Virtual: Tracy Violet, Don Derryberry, Treasurer Ashley Bennett, Shawn Robinson, Kim Vaughan, Mark Haney, Renee Francisco, Greg Rynearson, Dara Hood, Pam Shook, Mitchell Holmes, Barry Lapp, Cristi Smith, Tuscola GOP, Kate Curtis, Laura Boyke-Hawes, Trace Lopez, Angie Daniels, Rachael Adam

At 8:01 a.m., there were a total of 10 participants attending the meeting virtually.

County Updates

New Business

1. Gilmore Road Vanderbilt Park -
Tim Rumble, Wisner Township Supervisor, addressed the Board regarding Gilmore Road. He is offering a portion of Gilmore Road to transition it to the County. There is question as to who owns this portion of the road prior to moving forward. A Building and Grounds Meeting will be scheduled with the Road Commission, County Attorney, Director Miller and Supervisor Rumble invited.
2. Automated External Defibrillator (AED) Proposal -
Steven Anderson, Emergency Manager, presented a request to purchase multiple AEDs for the County Buildings with the Provision of Government Services funds. Matter to be placed on Thursday's Agenda.

3. Dispatch Update -
Jon Ramirez, Dispatch Director, explained a new tool that has been implemented called Prepared Live. Also, provided an update of ProQA software program and the benefits that the Center is realizing because of the program. Steve Anderson is working with Dispatch to set up an emergency alert system, iPAWS, that is broader than RAVE or Smart911.
4. Tuscola County Central Dispatch Service Agreement with Motorola -
Jon Ramirez, Dispatch Director, is requesting to renew the service agreement. Matter to be placed on the Consent Agenda.
5. Appointment to Recycling Committee -
Clerk Jodi Fetting requested the appointment of Michael Warchuck to the Recycling Committee to fill the vacant position. Matter to be placed on the Consent Agenda.

Old Business

1. Farm Lease Corner of Luder Road and Deckerville Road -
Clayette Zechmeister presented Lease Bid Information. She is requesting to extend the lease 1 year then possibly put it out for bid the following year. Matter to be placed on the Consent Agenda.

Finance/Technology

Primary Finance/Technology

1. 2023 Tuscola County Revenue Sharing (CRS) and County Incentive Program (CIP) -
Debbie Babich, Fiscal Analyst, reviewed the current County Revenue Sharing projections for the fiscal year 2023.

On-Going and Other Finance

Clayette Zechmeister said the auditors will begin soon but the start date has not been set yet.

On-Going and Other Technology

Eean Lee stated contracts are being reviewed for the upcoming year. The contract for the Clerk's new vital records software program has come in and he will be reviewing for presentation.

Building and Grounds

No updates

Primary Building and Grounds

On-Going and Other Building and Grounds

Vanderbilt Park will be added to the agenda.

Personnel

Primary Personnel

1. Refill Vacant Position at the Sheriff's Department -
Clayette Zechmeister presented the request received. Matter to be placed on the Consent Agenda.

On-Going and Other Personnel

Other Business as Necessary

1. SAFEBuilt Permit Discussion -
Commissioner Lutz spoke regarding the Amish Community in Millington and their business DYNA Products.
2. Opioid Settlement Update -
Clayette Zechmeister, Controller/Administrator, provided an update on the settlement. She would like to schedule a meeting of the interested parties in Tuscola County for the use of the funds. The projected amount for Tuscola County is \$220,000.00.

Public Comment Period

None

Adjournment

Motion by Matt Koch, seconded by Bill Lutz to adjourn the meeting at 9:43 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

<u>Location</u>	<u>AED</u>	<u>Cabinet</u>	<u>Extra Pads</u>	<u>Extra Batteries</u>	<u>Trade In Units</u>	<u>Cost</u>
Animal Shelter	1	1			0	
Arbela Twp Patrol	1				1	
Building and Grounds	1	1			0	
Courthouse	1				1	
Dispatch	1				1	
Emergency Management	2		5	3	2	
Health Department	7		1		2	
Millington Twp Patrol	1				1	
Mosquito Control	2	1			1	
MSU Extension Office	1	1			?	
People's Bank Building	1	1			0	
Road Patrol	6				6	
TCSO/Jail	1				1	
AED Training Unit						\$567.00
Totals	26	5	6	3	16	
	\$44,205.98	\$1,537.50	\$811.20	\$657.00		\$47,778.68
					trade-in allowance	-\$4,800.00
					shipping	\$672.74
					County Total	\$43,651.42
Others	AED	Cabinet	Extra Pads	Extra Batteries		Invoice Amount
Reese Fire	2		2		0	\$3,735.34
ACW-Unionville Fire	1		1		0	\$1,867.67
Fairgrove Fire	1		1		0	\$1,867.67
Millington Fire	1		2		0	\$2,002.87
Watertown Fire	1		2		0	\$2,002.87
Totals	6		8		0	\$11,476.42
Grand Totals	32	5	14	3	16	\$55,127.86



Tucola County CR2 2022

Quote Number: 10614340

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: TUSCOLA COUNTY OFFICE OF EMER MGMT

Rep: Tim Hornak

Attn:

Email: tim.hornak@stryker.com

Phone Number: (231) 578-7801

Quote Date: 01/25/2023

Expiration Date: 01/31/2023

Delivery Address

Name: TUSCOLA COUNTY OFFICE OF EMER MGMT

Account #: 1551699

Address: 420 COURT ST STE 1

CARO

Michigan 48723-1606

End User - Shipping - Billing

Name: TUSCOLA COUNTY OFFICE OF EMER MGMT

Account #: 1551699

Address: 420 COURT ST STE 1

CARO

Michigan 48723-1606

Bill To Account

Name: TUSCOLA COUNTY OFFICE OF EMER MGMT

Account #: 1551699

Address: 420 COURT ST STE 1

CARO

Michigan 48723-1606

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99512-001261	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	32	\$1,700.23	\$54,407.36
3.0	11141-000165	AED Lithium Battery, LPCR2	3	\$219.00	\$657.00
4.0	11101-000021	QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2	14	\$135.20	\$1,892.80
5.0	11220-000079	AED Wall Cabinet with Alarm - Surface Mount, Rolled Edges, White	5	\$307.50	\$1,537.50
6.0	11250-000162	LIFEPAK CR2 Trainer - provides realistic training in the use of the LIFEPAK CR2 defibrillator, including sending email messages of product open/pads placed, English. Includes instructions.	1	\$567.00	\$567.00
Equipment Total:					\$59,061.66

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZAEDPL-LPCR2	TRADE-IN-ZOLL AED PLUS TOWARDS PURCHASE OF LIFEPAK CR2	16	-\$300.00	-\$4,800.00



Tucsola County CR2 2022

Quote Number: 10614340

Version: 1

Prepared For: TUSCOLA COUNTY OFFICE OF EMER MGMT

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Tim Hornak

Email:

tim.hornak@stryker.com

Phone Number:

(231) 578-7801

Quote Date: 01/25/2023

Expiration Date: 01/31/2023

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$866.20
Grand Total:	\$55,127.86

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL

COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT

(Ver. 3.1.8)

This Agreement is made this _____ day of _____, 2023, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and TUSCOLA COUNTY, MI CLERK (the "CLIENT").

RECITALS

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which are 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 to TUSCOLA COUNTY, MI CLERK. 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:

Jodi Fetting
Tuscola County, MI Clerk
Clerk's Office
440 N. State St
Caro, MI 48723

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.
 - B. 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.
 - C. 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 description of FIDLAR'S LifeCycle software maintenance service and support is attached as SCHEDULE A. LifeCycle software maintenance service is included at no additional cost as part of the LifeCycle payment.
- 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: Fidlar Technologies
 350 Research Parkway
 Davenport, IA 52806
 Attn: Ernest Riggen, President

b. Notice to CLIENT:

 Jodi Fetting
 Tuscola County, MI Clerk
 Clerk's Office
 440 N. State St
 Caro, MI 48723

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.

ACCEPTED:
TUSCOLA COUNTY, MI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A

Apex Vital Records System LifeCycle Program

Payment Amount and Schedule

Fidlar Technologies Products & Services					
	Year 1	Year 2	Year 3	Year 4	Year 5
LifeCycle Pricing Plan	\$1,300/mo	\$1,300/mo	\$1,300/mo	\$1,300/mo	\$1,300/mo
Installation/Configuration	Included	Included	Included	Included	Included
Workflow Analysis	Included	Included	Included	Included	Included
Project Management	Included	Included	Included	Included	Included
Data / Image Conversion	Included	Included	Included	Included	Included
Training	Included	Included	Included	Included	Included
LifeCycle Annual Maintenance	Included	Included	Included	Included	Included
Implementation Costs	\$35,000	Included	Included	Included	Included

PAYMENT MILESTONES AND DATES:

LifeCycle: Billed upon live-day and annually thereafter.

Services: 50% upon contract signing and 50% upon live-day

*The \$35K in services includes one scanner to replace Jodi’s and two Mini-PC’s designed to reside on your counter (customer-facing.)

FIDLAR TECHNOLOGIES LIFECYCLE SERVICE AND MAINTENANCE INCLUDES:

- ◆ The use of our APEX software product during the life of this contract
- ◆ The use of any future software product Fidlar may develop to replace APEX for the purpose of recording vital 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 APEX for the purpose of recording vital records documents
- ◆ The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording vital records documents
- ◆ Software Maintenance to the currently licensed Fidlar developed Software Products
- ◆ Furnishing telephone support relative to the currently licensed Fidlar developed Software Products, either in their original or maintained form
- ◆ Providing legislative updates to the Fidlar 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

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware necessary to operate APEX, any related modules, or any future Fidlar developed product for the purpose of recording vital records documents
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future
- ◆ Any form of ownership or perpetual license to Fidlar 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
- ◆ Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
- ◆ 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 3rd 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.

EFFECTIVE DATE:

LifeCycle 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.

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 (60) days. After that time, prices may change without notice.

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

TUSCOLA COUNTY MI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Tuscola County, MI Clerk

Bastion Service License Agreement



Scott Moore
November 15, 2022



BASTION SOFTWARE LICENSE AGREEMENT

(Ver. 1.9)

This Agreement is made effective as _____, 2022, by and between: Fidlar Technologies, with its principal place of business at 350 Research Parkway, Davenport, Iowa 52806 (herein "Fidlar"), and the Tuscola County, MI Clerk, with its principal place of business at 440 N. State Street Caro, MI 48723 (herein "County").

1. DEFINITIONS

(a) Software – the computer program, procedures, rules and associated documentation concerned with the operation of a data processing computer system, in computer readable form, furnished by Fidlar to County, including related supporting materials such as instruction manuals, which provides for the electronic replication of each document recorded in County's real estate records using another Fidlar software program, and the electronic delivery of such electronic copy to a location separate from County's offices.

(b) Acceptance – The Software shall be deemed accepted by County at the conclusion of installation and testing of the Software and completion of the training period, provided the Software performs in accordance with its written documentation, unless County notifies Fidlar of a material problem with the Software within 30 days of completion of installation, testing, and training. FIDLAR will use its best efforts to correct such problems; otherwise, County will be conclusively presumed to have accepted the hardware and software upon completion of installation and testing.

2. GRANT OF LICENSE

Subject to the payment of the license fees to Fidlar as provided herein, Fidlar hereby grants to County, and County hereby accepts a personal, non-exclusive, non-transferable license to use, copy and install the Software during the term of this Agreement, subject to the limitations, terms and conditions of this Agreement and to use the documentation therefore during the term hereof in support of the use of the Software.

This License and the applicable Software may not be assigned, sub-licensed, or otherwise transferred without prior written consent from Fidlar, provided, however, that County may assign this License to a successor to its governmental operations. Any attempted assignment, sublicense, or transfer of this License by County or its permitted assignee to other than a successor to its governmental operations shall be void and shall immediately terminate this License.

3. DELIVERY, INSTALLATION AND USE

County shall use the Software in connection with its governmental operations. Fidlar will deliver the Software to County and install the Software at County's location listed above,



hereto. County and its permitted assignees may install and use the Software in any new location if it moves to a different location. Fidlar will use its best efforts to correct any problems of which it is notified by County within 30 days of completion of installation, testing, and training. County is exclusively responsible for the supervision, management, and control of its use of the Software.

4. OWNERSHIP, REPRODUCTION AND DISCLOSURE

(a) The Software is licensed, not sold and remains the property of Fidlar. County obtains no rights other than those granted under this Agreement. County shall not reverse engineer, disassemble or decompile the Software.

5. TERMINATION OF LICENSE

(a) The term of this license shall continue in perpetuity provided, that either party may terminate the license if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party. Nothing in this sub-section 6(a) is intended to preclude Fidlar from seeking immediate appropriate injunctive relief in the event of any violation of Fidlar's intellectual property rights.

(b) Upon termination of the license, County shall immediately cease use of the Software and shall, within ten (10) days following termination, return the original Software and all copies thereof, or with Fidlar's written consent, destroy the original Software and associated documentation and certify in writing to Fidlar that all copies of the Software and documentation have been destroyed.

6. WARRANTY, WARRANTY DISCLAIMER AND INFRINGEMENT

(a) Warranty. **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.**

(i) Fidlar warrants that the Software is properly licensed and that Fidlar otherwise has the right to distribute the Software in accordance with this Agreement.

(ii) Fidlar further warrants that the media in which the Software is delivered to County is undamaged and free from mechanical defects.

(b) No Other Warranties. Fidlar makes no other warranties with respect to the Software, except as set forth above. FIDLAR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND PROMISES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF



FIDLAR WITH RESPECT TO THE SOFTWARE. FIDLAR DISCLAIMS ALL LIABILITIES OR OBLIGATIONS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS INTERRUPTION OF BUSINESS OR ANY LOSS OF BUSINESS OR PROFITS, LOSS DUE TO PERSONAL INJURY, OR HARM TO PROPERTY, OR ANY EXPENSE EXPERIENCED BY COUNTY ARISING OUT OF ANY DEFECTS IN OR FAILURE OR INADEQUACY OF PERFORMANCE OF THE SOFTWARE FURNISHED BY FIDLAR HEREUNDER.

7. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

(a) **Limitation of Liability.** Even if Fidar has been advised of the possibility of such claims, demands, or damages, in no event shall Fidar be liable to County for the following: any incidental, special, exemplary, or consequential damages; any loss of profits or confidential or other information; business interruption, personal injury, any loss of privacy for failure to meet any duty including of good faith or of reasonable care, any negligence or negligent misrepresentation, and any other pecuniary or other loss whatsoever, even in the event of the fault of Fidar (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty.

(b) **Exclusive Remedy.** County's exclusive remedy against Fidar for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at Fidar's option and subject to applicable law. County will only be entitled to the direct damages that County actually incurs in reasonable reliance, up to the amount of a refund of the license fees (plus sales tax) that County paid for the Software. The limitations and exclusions regarding damages will apply even if any remedy fails.

(c) **Costs.** If suit is brought or an attorney retained by either party to enforce the terms hereof, collect any monies due under, or collect damages for breach of, this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs and other related expenses incurred in connection therewith.

9. STORAGE FACILITY

The purpose of the AVID Bastion Hosting Service is to store the official public record of the County's real estate records at a location physically separate from the County's location. The cost above covers the hardware costs, software costs (such as Operating System Licenses, Microsoft SQL Server Core Licenses, Backup Software Licenses, VM Ware Software Licenses, etc.), environmental maintenance, and digital backups of all critical components of the Whitley County Recorder's Land Records System at the primary data center



Bastion Service License Agreement Ver. 1.9

This service also covers a replicated copy of your hosted production system. Hardware based mirroring of your Virtual Machine Operating Systems, SQL Databases, and digital scanned images will occur daily. In the event of a disaster in our primary data center your backup recovery data center will be operational within hours.

This Software License Agreement was executed to be effective as of the date set forth above. Each person signing below represents that he or she has read this Agreement in its entirety including any and all Attachments; understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by the terms hereof.

FIDLAR TECHNOLOGIES

TUSCOLA COUNTY, MI CLERK

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SCHEDULE A

Software/ Services Pricing & Payment

BASTION Service Description

Bastion replaces the need for an on-site server infrastructure within your office, for Fidar's AVID Land Record software. The hosted infrastructure that Bastion provides alleviates the need and cost of an onsite application server, obligatory software licensing fees, and backup procedures traditionally required with a localized technical operation.

Security measures are heightened with a secondary, off-site repository that backs up the hosted servers, ensuring the safekeeping of county data in the event of a disaster. If Bastion's primary server environment were ever jeopardized, the secondary retention facility will have your office resuming activity within hours.

Internet speeds at the County office will need to be a minimum of 10 Mbps download and upload in order for Bastion to function properly.

Bastion (One Time Purchase): NA

Storage Costs

**The total size of your current repository is estimated to be 2.5 Gb. As you grow/shrink/fluctuate prices may adjust to match the table listed above.

Total Quarterly Charge: \$1,000

PAYMENT MILESTONES

Quarterly charges will be due upon completion of integration

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.**



Bastion Service License Agreement Ver. 1.9

COUNTY REPRESENTS THAT SCHEDULE 'A' HAS BEEN READ:

FIDLAR TECHNOLOGIES

TUSCOLA COUNTY, MI CLERK

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

