COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, June 2, 2015
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners Room, 9:15 a.m.

NOTE: Claims will be available for review from 9:00 – 9:30 a.m.

1. Public Hearing on MSHDA Homeowner Assistance CDB Grant at 9:15 a.m.

2. Meeting Called to Order by Chairperson.
3. Additions or Deletions to the Agenda – Approval of the Agenda.
4. Brief Public Comments (Three Minute Limit).
5. Employee/Board Comments.
6. Consider Approval of the Minutes of May 19, 2015.
7. Consider Payment of Claims.

8. Old Business:
   B. Discuss Sheriff Furniture Project Bids – Justin Halladay.
   C. Discuss Mecosta & Lake-Osceola Conservation Districts Services Agreement – Susan Vander Pol.
   D. Discuss Corrections:
      • SCRAM Policies & Procedures – Pete Carlson.
      • SCRAM Equipment Contracts – Pete Carlson.
      • SCRAM Funding – Susan Vander Pol.
   E. Discuss Funding of White Pine Trail Limestone Surfacing – Susan Vander Pol.
   F. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
   G. Discuss E.M.S. Northwest Quadrant / Tustin Station:
      • Sajdak Construction Project Contract Amount – Susan Vander Pol.
   H. Discuss Sheriff Office Renovation and Addition.

9. New Business:
   B. Discuss C.O.A. Increase in Home Health Aides Staffing – Scott Schryer.
   C. Discuss E.M.S. TransCanada Grant Request – Jeremy Beebe.
   D. Discuss E.M.S. Bad Debt Report – Jeremy Beebe.

10. Other Business:
   11. Employee/Board Comments.
   12. Extended Public Comments (Six Minute Limit).

Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

PUBLIC COMMENT
The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern.
If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
Meeting was called to order at 9:35 a.m. by Chairman Emig.


Also present: Laurie Smalla-911 Director, Scott Schryer-C.O.A. Director, Justin Halladay-Undersheriff, Pete Carlson-Community Corrections Director, Michelle Gebben-Circuit Court Probation Officer, Russ Wayne-Jail Administrator, Bob VanPutten, Landmark Design, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and a few members of the public.

Motion by Commissioner Elkins, supported by Commissioner Nehmer, to approve the agenda as amended adding AT&T. Motion carried.

Brief Public Comment: None.
Employee Comment: None.

Moved by Commissioner Nehmer, supported by Commissioner Tiedt, to approve the minutes of May 5, 2015. Motion carried.

Recommended by Commissioner Tiedt, supported by Commissioner Gregory, to approve the current claims of the County in the amount of $47,314.19. Recommendation was unanimously supported.

**Jail Inmate Health Services Medical Contract**

Russ Wayne, Jail Administrator, introduced John Maselia, Director of Advanced Correctional Healthcare, with a second bid for inmate health care at the jail. Mr. Maselia provided information on their program and services provided. Discussion was held.

Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to provide a 30 day notice to PCS to terminate the contract for the Sheriff’s Department inmate medical services, with an effective date of July 31, 2015. Recommendation was unanimously supported.

Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to approve the one year agreement with Advanced Correctional Healthcare for inmate medical services, effective August 1, 2015 with options of one year renewals. Recommendation was unanimously supported.

**E.M.S. Northwest Quadrant**

Bob Van Putten, Landmark Design, reviewed the bids received for the construction of the 4th E.M.S. base in Tustin. He explained that the bids were narrowed down to the three (3) low bids and the interview process held with those bidders. Discussion was held.

Recommended by Commissioner Gregory, supported by Commissioner Tiedt to approve Sajdak Construction as the contractor for the E.M.S. Tustin facility with Alternate One, vinyl siding with the metal roof option. Recommendation was supported with Commissioner Elkins voting no.

**Sheriff Office Renovation and Addition**

Bob Van Putten, Landmark Design, and Justin Halladay, Undersheriff, updated the Board on the renovation progress at the jail.
Sheriff Sale of Three Vehicles
Undersheriff, Justin Halladay, shared information on three (3) vehicles the department is ready to sell. A brief discussion was held.

Recommended by Commissioner Nehmer, supported by Commissioner Wayne, to advertise and obtain sealed bids for the sale of a 2008 Dodge Charger, 2010 Dodge Charger, and 2009 Ford Fusion with a minimum bid of $4,500 for the Chargers. Recommendation was unanimously supported.

Sheriff Addition of Sergeant
Undersheriff, Justin Halladay, spoke about the need for an additional Sergeant for Road Patrol. He explained how the position will work and will not mean hiring an additional staff person. A brief discussion followed.

Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to establish another Sergeant position for road patrol with maintaining the existing number of deputy positions. Recommendation was unanimously supported.

NextGen Selective Router
Laurie Smalla, 911 Director, spoke about a resolution she would like the Board to adopt designating Peninsula Fiber Network, LLC as the County's primary 9-1-1 service supplier. She explained the change in technology requires the fiber network. Discussion was held.

Recommended by Commissioner Gregory, supported by Commissioner Wayne, to designate Peninsula Fiber Network, LLC as Osceola County’s primary 9-1-1 service supplier and approve the resolution as provided. Recommendation was unanimously supported.

Corrections SCRAM Program
Pete Carlson, Community Corrections Director, along with Michelle Gebben, Circuit Court Probation Officer, explained to Board members how the SCRAM tether program works and the type of cases involved. They explained the cost of the program and discussion was held.

Recommended by Commissioner Nehmer, supported by Commissioner Wayne, to approve the SCRAM Program and allocate $15,000 to purchase 10 units with funding coming from the 245 Capital Fund Balance. Recommendation was unanimously supported.

Corrections 2016 State Grant Application
Community Corrections Director, Pete Carlson, spoke about the department's 2016 state grant application noting there is not much change from the past year. A brief discussion was held.

Recommended by Commissioner Wayne, supported by Commissioner Tiedt, to approve the annual application for the Community Corrections 2016 State Grant. Recommendation was unanimously supported.

AT&T - Fiber Optic Line
Jeff Schuster, from AT&T, explained some project work they have done, per order from the State of Michigan, replacing copper with fiber lines. He now needs a signature on the final paperwork. Discussion was held regarding the matter.
Recommended by Commissioner Nehmer, supported by Commissioner Gregory, to authorize AT&T to install a fiber line and authorize the Chairman to sign the permission agreement. Recommendation was unanimously supported.

Treasurer Land Sale Proceeds Report
Lori Leudeman, County Treasurer, gave her annual report to the Board regarding the Land Sale proceeds. She reported $223,000 is available for transfer to the General Fund from the Land Bank. A brief discussion was held.

Recommended by Commissioner Halladay, supported by Commissioner Gregory, to accept the County Treasurer’s (Lori Leudeman), Land Sale Proceeds Report for 2015. Recommendation was unanimously supported.

A brief recess was taken at this time.

COA Parking Lot Update
Scott Schryer, C.O.A. Director, and Susan Vander Pol, County Coordinator, updated the Board on discussions with Pine River Area Schools regarding the parking lot at the Tustin meal site. Discussion was held.

Budget Amendments & Journal Register Report
Commissioner Tiedt reviewed the budget amendment as presented.

Recommended by Commissioner Tiedt, supported by Commissioner Wayne, to approve the budget amendment and the Treasurer’s April Journal Entries report as presented. Recommendation was unanimously supported.

Road Patrol/Letter of Understanding
Susan Vander Pol, County Coordinator, explained the proposed Letter of Understanding with the POLC. It involves the shift change issue. A brief discussion was held.

Recommended by Commissioner Nehmer, supported by Commissioner Tiedt, to approve the Letter of Agreement between the County of Osceola and the Osceola County Sheriff’s Office and the Police Officers Labor Council to establish the hours for payment of shift premium per Section 14.7. Recommendation was unanimously supported.

Employee/Board Comment: None.
Extended Public Comment: None.

Moved by Commissioner Wayne, supported by Commissioner Gregory, to adjourn at 12:31 p.m. Motion Carried.
Due Date of Bids: Wednesday, May 27, 2015

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Asphalt Shingle</th>
<th>Standing Seam Metal Roof</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Versatile Roofing Systems</td>
<td>$19,840.00</td>
<td>$48,800.00</td>
</tr>
<tr>
<td>City: Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Bidder:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Bidder:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Bidder:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Bidder:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Bidder:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Bidder:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Bidder:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Bidder:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bid Opener Signature: [Signature]
Witness Signature: [Signature]
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jackpine Business Center</td>
<td>$14,387.00</td>
</tr>
<tr>
<td>Manistee</td>
<td></td>
</tr>
<tr>
<td>Interphase</td>
<td>$13,946.69</td>
</tr>
<tr>
<td>Traverse City</td>
<td></td>
</tr>
<tr>
<td>Great Lakes Office Products</td>
<td>$12,669.00</td>
</tr>
<tr>
<td>Big Rapids</td>
<td></td>
</tr>
<tr>
<td>Excel Office Interiors</td>
<td>$12,984.00</td>
</tr>
<tr>
<td>Traverse City</td>
<td></td>
</tr>
<tr>
<td>Excel Office Interiors</td>
<td>$7,856.00</td>
</tr>
<tr>
<td>Traverse City</td>
<td>refurbished</td>
</tr>
<tr>
<td>Integrity</td>
<td>$11,543.58</td>
</tr>
<tr>
<td>Grand Rapids</td>
<td></td>
</tr>
<tr>
<td>Integrity</td>
<td>$11,401.51</td>
</tr>
<tr>
<td>Muskegon</td>
<td></td>
</tr>
<tr>
<td>Cubicle By Design</td>
<td>$10,290.42</td>
</tr>
<tr>
<td>Plymouth Meeting, PA</td>
<td></td>
</tr>
<tr>
<td>Interphase Office Interiors</td>
<td>$12,309.17</td>
</tr>
<tr>
<td>Grand Rapids</td>
<td></td>
</tr>
</tbody>
</table>

10. Bidder:                                  Bid: $
May 15, 2015

Dear Osceola County Commissioners:

The tri-county consortium of Mecosta, Osceola and Lake are in the process of planning for our thirteenth area wide collection of household toxic and hazardous waste. We are again requesting your financial support for this project which will take place on Saturday, October 10, 2015.

Your financial support will go to offset the costs of the companies that we contract with for safe disposal and recycling efforts. For household hazardous waste we contract with Drug and Laboratory Disposal, Inc., located in Plainwell, MI. They provide experienced personnel who package, load, transport, and safely dispose of all household hazardous waste collected. To date this program has collected a total of 319,680 lbs. of waste at a cost of $274,180.

In 2008 we started a separate collection of dry cell batteries. For this collection we contract with a company called Battery Solutions out of Howell, MI. These batteries are 100% recycled via a mechanical separation process. This chart shows our battery collection results to date.

<table>
<thead>
<tr>
<th>Year</th>
<th>Pounds Collected</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>2907</td>
<td>$1697.10</td>
</tr>
<tr>
<td>2009</td>
<td>4291</td>
<td>$2434.40</td>
</tr>
<tr>
<td>2010</td>
<td>5642</td>
<td>$3162.30</td>
</tr>
<tr>
<td>2011</td>
<td>5896</td>
<td>$3255.10</td>
</tr>
<tr>
<td>2012</td>
<td>6578</td>
<td>$3688.80</td>
</tr>
<tr>
<td>2013</td>
<td>7496</td>
<td>$4135.40</td>
</tr>
<tr>
<td>2014</td>
<td>7807</td>
<td>$4306.70</td>
</tr>
</tbody>
</table>

The purpose of these collections is to provide residents with a safe and effective means for the disposal of toxic and hazardous waste. Any other form of disposal (sewer, drain, landfill, dumping on ground) can potentially contaminate our surface and groundwater. Through proper disposal we are securing the health and safety of our plants, animals and future generations. We hope that you see the importance of this program and feel that it merits your financial support.

Due to our financial obligations, and to assist in final planning, we ask that checks be mailed within 30 days of receipt of this letter. Make checks payable to Osceola-Lake CD with HHW noted under memo. Mail to Osceola-Lake CD, Attn: Charmaine Lucas, 138 W. Upton Ave., Suite 2, Reed City, MI, 49677.

For further information, contact Charmaine Lucas at (231) 796-0909 Ext. 3 or (231) 832-2950. Thank you again for your consideration of this request for financial support of this project.

Sincerely,

Charmaine Lucas,
On Behalf of the Household Hazardous Waste Committee
MECOSTA AND OSCEOLA-LAKE CONSERVATION DISTRICTS
SERVICES AGREEMENT

WHEREAS, the Osceola County Board of Commissioners (here-in-after referred to as the County) desires to contract for administration and provision of a household hazardous waste collection and disposal program for Osceola County, and

WHEREAS, the County requires the services of a not for profit organization to provide these services, and

WHEREAS, the Mecosta and Osceola-Lake Conservation Districts (here-in-after referred to as the Districts) are not for profit organizations currently planning to provide a household hazardous waste collection and disposal program for Osceola County, and

WHEREAS, the Districts desires to provide this service to the County, now

THEREFORE, BE IT RESOLVED, that the County will contract these services from the Districts in accordance with the following terms and conditions:

The County agrees to:

1. Appropriately to the Districts in 2015 the amount of $__________.

The Districts agree to:

1. Provide a household hazardous waste collection and disposal program for Osceola County.
2. Provide an accounting of all appropriated funds to the County by February 1st of 2016.

Both parties agree to these general conditions:

1. Both parties agree that the Districts are contractors of services to the County and at no time will any representative of the Districts be considered an employee of the County.

2. This agreement constitutes the complete understanding concerning the provision of these services by the Districts to the County and shall supersede any and all prior agreements, written or oral, between the parties. It is further understood that no County personnel has the authority to amend or change this Agreement without written consent duly signed by both parties.

3. This Agreement shall become effective upon the proper signature of both parties and shall continue in full force and effect until December 31, 2015 unless a sixty (60) day written Notice of Termination is delivered by one party upon the other via the U.S. Postal Service or in person.
IN THE PRESENCE OF:

______________________________
Date

Larry Emig, Chairman
Osceola County Board of Commissioners

______________________________
Date

Don Henning, Chairman
Mecosta County Conservation District

______________________________
Date

Shawn Gingrich, Chairman
Osceola-Lake Conservation District
Unacceptable Items:
- **Tires** – Call local tire dealers.
- **Electronics** – Call Goodwill Stores.
- **Smoke Detectors** – Send back to the manufacturer.
- **Latex Paint** – Can be put in trash if completely dry. (To dry, leave lids off, add kitty litter or sawdust for speedier drying). Paint hardener products are also available at various businesses. For a list call (231) 796-0909 x3.
- **Automotive Batteries** – Area auto parts stores or Recycle of Mecosta County.
- **Ammunition or Explosives** – Call Sheriff - Lake Co. (745-2712) Mecosta Co. (592-0150) Osceola Co. (832-2288)
- **Fire Extinguishers** – Call Northern Fire & Safety in Traverse City (231-947-6035)
- **Radioactive Materials** – Call NRC Hotline at 1-800-233-3497 (Nuclear Regulatory Commission)
- **Cell Phones** – (Must be able to hold a charge) 
  Call Commission on Aging – Lake Co. (231) 745-2401 Mecosta Co. (231) 972-2884 Osceola Co. (231) 734-5559
- **Construction/Remodeling Waste** (Ex. Drywall, tiles, shingles, insulation, wood/metal scraps, etc.) Call local waste hauler for disposal.
- **Appliances and Furniture** – Call Fabulous Finds – (231) 796-5840 The INC Spot – (231) 832-9495 Community Thrift Center – (231) 745-2551
- **Rechargeable Batteries** – Accepted at Lowes or Radio Shack in Big Rapids

Clean Sweep is a simple and easy pesticide and mercury recovery program.

Who can use the program?
Any Michigan homeowner, farm, greenhouse, nursery, golf course or other end user of pesticides can use this service, but not dealers or persons who apply pesticides for hire.

What can I bring and how much?
Old, unwanted, out-of-date or unusable pesticides can be dropped off for safe disposal. Bring whatever you have.

Tips for safe transport of hazardous materials:
- Keep items in their original and labeled containers.
- Do not mix contents of unknown/unlabeled containers.
- Make sure that containers are not leaking prior to bringing them to a collection facility.
  - Inspect steel containers for rust, pinholes or deficient seams.
  - Place any leaking container in a clear plastic bag or leak proof container.
- Do not transport containers with open tops.
- Place chemicals in vehicle away from passengers.
- Secure all containers so they cannot slide tip or spill contents.

Now taking expired-unused medications.

All Conservation District programs and services are offered on a nondiscriminatory basis without regard to race, color, national origin, religion, sex, age, marital status, or disability.

Clean Sweep and Household Hazardous Waste Disposal in Lake, Mecosta & Osceola Counties

October 10, 2015

In cooperation with the Michigan Water Stewardship Clean Sweep Program

This service is provided to the residents of Lake, Mecosta and Osceola Counties and was made possible by the contributions of many businesses, organizations, foundations and governmental entities. Participation is free, but donations are greatly appreciated.

NOTE: Last year we collected 23,364 pounds of household hazardous waste in the three counties, from 608 households. We appreciate everyone who participated. Thank You! If you would like to volunteer, call (231) 796-0909 x3.
Household Hazardous Waste

Household Hazardous Waste (HHW) are materials that, if disposed incorrectly, can cause environmental damage by contaminating ground and surface waters, threatening human health and wildlife.

Disposing of these products in storm drains allows these materials to enter surface waters untreated. Pouring on the ground leads to potential ground water (drinking water) contamination. These wastes should not be thrown in the trash. Liquid wastes are not allowed in Michigan landfills.

The dangers of such disposal methods may not be immediately obvious, but certain types of household hazardous waste have the potential to cause physical injury to sanitation workers; contaminate septic tanks or wastewater treatment systems if poured down drains or toilets; and present hazards to children and pets if left around the house.

Please use a product completely, give the remainder to neighbors, or take it to the Household Hazardous Waste Collection Site. Empty containers can be disposed of with trash.

Watch for the following signal words:

**TOXIC**
**FLAMMABLE**
**CORROSIVE**
**REACTIVE**
**POISON**

Please drop off hazardous waste at collection sites only during scheduled hours. We have no means of disposal at any other time. Thank you.

---

2015 Collection
Saturday, October 10, 2015
9:00 am to 12:00 noon

Collection Sites:
**Lake County** – Wenger Pavilion, downtown Baldwin (behind Jones Ice Cream Parlor)
**Mecosta County** – Fairgrounds 540 West Avenue, Big Rapids
**Osceola County** – Road Commission North Facility, 13353 20 Mile Road, Tustin (Near Dighton)

**Pre-registration is required if you have over 200 lbs. of waste for disposal.** To obtain a registration form or for more information contact:

**Lake County MSU Extension Office**
830 Michigan Avenue, Suite 601, Baldwin
Phone: 231-745-2732 M-F 9 to 4
Fax: 231-745-6213
Email: msue.lake@county.msu.edu

**Mecosta Conservation District**
18260 Northland Dr., Big Rapids
Phone: 231-796-0909 Ext. 3 M-F 8 to 4
Fax: 855-693-2483
Email: charmaine.lucas@mi.nacdnnet.net
Web Site: www.mecostacd.org

**Osceola-Lake Conservation District**
138 W. Upton Ave., Suite #2, Reed City
Phone: 231-832-2950 M-F 8 to 4
Fax: 855-790-7472
Email: charmaine.lucas@mi.nacdnnet.net
Web Site: www.osceolalakecd.org

A pre-registration form is required if bringing over 200 lbs. to the collection site and must be submitted to any contact above two weeks prior to the collection date.

---

Acceptable materials (not all inclusive):

**Automotive Products & Fuels**
Antifreeze
Brake Fluid
Car Wax
Contaminated Oil
Diesel Fuel
Fuel Oil (no tanks)

**Motor Oil - containers must be 5 gallons or less in size – NO DRUMS**
Oil/Gas Mixtures
Transmission Fluid

**Paint Products**
Artists’ Paints
Deck Stain
Preservatives
Epoxy Resin
Glue/Adhesives

**Lead Based Paint**

**Yard & Garden Products**
Insect Repellents
Insect Foggers
Insect Killers
Pesticides

**Fungicides**
Chemical Fertilizers
Mouse/Rat Poison
Herbicides

**Cleaners**
Cleaning Solvents
Dry Cleaning Solutions
Floor/Furniture Polish
Muriatic Acid
Rust Removers

**Naval Jelly**
Oven Cleaners
Silver Polish
Metal Polish

**Miscellaneous**
Household Batteries
Fluorescent - Light Bulbs
Lighter Fluids
Mercury (elemental) Moth Balls

**Pool Chemicals**
Mercury - Thermometers
& Thermostats
Unused Medication

*Used motor oil—No 55 gallon drums - containers must be 5 gallons or less*
To: Osceola County Board of Commissioners
From: Pete Carlson, Community Corrections
Date: 26 May 2015
Subj: SCRAM Information

Per your request, Lori Leudeman and I have set up a payment system for our SCRAM Tether Program:

1. Offenders will be directed to the Community Corrections Office.

2. After they are interviewed and enrolled into the Program they will be given the "SCRAM TETHER START-UP PAYMENT" half-sheet, which will be filled out by me. (SCRAM TETHER START-UP PAYMENT SHEET/SCRAM PAYMENT SHEET attached).

3. Offender will take this sheet with payment to the Treasurer's Office (the line item distribution is broken down accordingly).

4. Offender will return to Community Corrections with a receipt from the Treasurer's Office and SCRAM will be initiated.

5. On a weekly or monthly basis the offender will again report to my office and pick up a "SCRAM PAYMENT" half-sheet filled out by me and follow the same process as above.

If you have any questions or problems, you may contact this office Monday through Thursday 8:00am to 4:00pm.

Respectfully,

Pete Carlson
Osceola County Community Corrections

Pc: file
Scram Tether
Start-up payment

Program Fee
230-000-636.001

$50.00

Deposit
701-000-286.000

$100.00

First Week or Month
230-000-636.002

$__________

Total Due

$__________

Please pay this amount at the Treasurer’s Office, 301 W. Upton. Payment may be made by cash, check or money order made payable to Osceola Co Treasurer.

Client Name: _______________________________________

Pay no later than: ___________________________________

Bring receipt to Osceola County Community Corrections Office, 410 W. Upton

Osceola County Community Corrections
SCRAM PAYMENT

Amount Due: $__________
230-000-636.002

Present this statement and payment to the Treasurer’s Office, 301 W. Upton and return receipt to Community Corrections, 410 W. Upton.

Client Name: ___________________________________
AGENCY PRODUCTS AND SERVICES AGREEMENT

AGENCY: Osceola County (Community Corrections)  TELEPHONE: (231) 832-6163
ADDRESS: 410 W. Upton
Reed City, MI 49677

This AGENCY PRODUCTS AND SERVICES AGREEMENT (the "Agreement"), is entered into as of the Effective Date by and between ALCOHOL MONITORING SYSTEMS, INC. ("AMS"), a Delaware corporation located at 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120, and the Agency listed above. This Agreement incorporates by reference any and all Schedules executed by the parties.

1 GENERAL SCOPE OF AGREEMENT

Subject to the terms and conditions of this Agreement, Agency shall have the option to purchase or rent the equipment specified in any Schedule(s) attached hereto (the "Equipment") and related parts and accessories ("Parts"), and receive monitoring and tracking services ("Services") from AMS related to individuals (hereinafter "Clients") to enforce compliance by those individuals who are required to or opt to wear the Equipment ("Clients"). Such Services utilize a web-based software application, including any related documentation (the 'Monitoring Software'). Equipment and Parts may be referred to herein as the "Products". The foregoing rights are granted to Agency solely in the Territory stated on the Schedule(s) for such Products.

2 PAYMENT

2.1 Payment Terms for Products.

2.1.1 Purchased Products. The purchase price of the Products plus any applicable invoiced taxes is due and payable within ten (10) days of date of invoice.

2.1.2 Equipment Rental. Monthly payments for Equipment Rental Fees will be invoiced to Agency by AMS on or before the tenth (10th) day of each month and shall be paid by Agency to AMS within thirty (30) days from the date of such invoice.

2.1.3 Other Fees. All other Fees on the Schedules, including Services Fees, if applicable, will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency within thirty (30) days from the date of such invoice.

2.1.4 Currency. All fees are payable in U.S. Dollars

2.2 Requirements for Purchase Orders. AMS will provide Agency with its standard order form to use for purchases or rentals under this Agreement. Agency may use its own purchase order form in addition to the AMS order form. All terms on any Agency purchase order shall not alter or amend the terms of this Agreement and any additional or varying terms contained in such instrument are expressly rejected.

2.3 Taxes. Agency shall be solely responsible for all taxes related to Products or Services provided to it by AMS under this Agreement including, by way of example and not limitation, sales, use, property, excise, value added, and gross receipts irrespective of whether the Products are purchased or rented. If Agency is exempt from taxes of any kind, including but not limited to sales tax, use tax and excise tax, Agency will provide appropriate exemption documentation for all such taxes applicable to the transactions contemplated by this Agreement.

2.4 Failure to Make Payments; Suspension of Services. Any amounts due and payable to AMS which are not paid in accordance with the terms of Sections 1.1 will be subject to interest, accruing from the due date at the rate of either one-and-one-half percent (1.5%) per month or the highest rate specified by applicable statute, whichever is lower. If Services are provided under this Agreement and Agency has not paid all applicable amounts when due, AMS may provide written notice to Agency of such failure and, if Agency
does not pay all outstanding amounts within thirty (30) days of AMS' notice of delinquency, AMS may suspend Agency's access to the Services until all past due amounts are paid in full. In addition, AMS may reject orders from Agency for additional Equipment or withhold delivery of Equipment already ordered until all outstanding amounts are paid in full by Agency.

2.5 Title to Products – Rental Option. Title and ownership of any rented Equipment delivered by AMS shall remain with AMS and Agency will not encumber or dispose of such Equipment. In the event of the loss of any of the Equipment, Agency agrees to pay AMS the Replacement Cost or applicable Purchase Price specified in the Schedule(s). AMS reserves the right, at its sole option, to reduce Agency's inventory of owned Equipment, if any, if Agency does not remit the Replacement Cost or applicable Purchase Price within thirty (30) days from the loss of the Products. Agency shall cooperate with AMS in the preparation and filing of any documents considered necessary by AMS to preserve AMS' title and ownership rights to the Equipment. AMS reserves the right to audit rental inventory on a monthly basis.

3 RESTRICTIONS; LICENSE; OWNERSHIP; DISCLAIMER

3.1 Restrictions on Use; No Modification. Agency shall not do any of the following acts: (i) wilfully tamper with the security of the Monitoring Software or Equipment; (ii) access data on the Monitoring Software not intended for Agency; (iii) log into an unauthorized server or account on the Monitoring Software; (iv) attempt to probe, scan or test the vulnerability of the Monitoring Software or to breach the security or authentication measures without proper authorization; (v) wilfully render any part of Monitoring Software unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Monitoring Software; (vii) modify, translate, or create derivative works based on the Monitoring Software; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Monitoring Software or make the Monitoring Software available to a third party other than as contemplated in this Agreement; (ix) use the Monitoring Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of the Monitoring Software without AMS' or its third party supplier's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on the Monitoring Software; or (xii) create any link to the Monitoring Software or frame or mirror any content contained or accessible from the Monitoring Software. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

3.2 Firmware License. The Equipment contains firmware developed and owned by AMS or its third party suppliers and Agency is hereby granted a limited, non-exclusive, non-transferable, royalty-free license, for the Term, to use the firmware in the Equipment. AMS and its third party suppliers shall retain all rights to the firmware contained in the Equipment. This license shall be deemed to be in effect upon delivery of the Equipment.

3.3 Ownership. Agency acknowledges that all right, title and interest in any software or firmware provided under this Agreement and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by AMS or its third party suppliers. This Agreement does not provide Agency with title or ownership of any software or firmware provided under this Agreement, but only the rights specified in this Agreement. Further, if Agency suggests any new features or functionality for the Products or the Monitoring Software that AMS or its third party suppliers subsequently incorporates into the Products or Monitoring Software, any such new features or functionality shall be the sole and exclusive property of AMS or its third party suppliers and shall be free from any confidentiality restrictions that might otherwise be imposed upon AMS pursuant to Section 5 below.

3.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE EXTENT ALLOWED BY LAW, AMS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AMS SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE EQUIPMENT BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE (IF APPLICABLE), OR IF THE EQUIPMENT FAILS TO ESTABLISH A CONNECTION WITH THE MONITORING SOFTWARE OR THE SERVICES ARE DISABLED DUE TO NETWORK RELATED ISSUES. Without limiting the express warranties set forth in this Agreement, AMS does not warrant that the Services will meet Agency's requirements or that access to and use of the Services will be uninterrupted or free of errors. AMS cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Neither AMS nor its third party suppliers shall be responsible for any delays, errors, failures to perform, or disruptions in the
Services caused by or resulting from any act, omission or condition beyond AMS' or its third party supplier's reasonable control.

4 SERVICES TERMS (IF SERVICES ARE PROVIDED BY AMS UNDER THE AGREEMENT)

4.1 Availability of Services. AMS shall use commercially reasonable efforts to make the Services available for twenty-four (24) hours a day, seven (7) days a week. Agency agrees that from time to time the Services may be inaccessible or inoperable for reasons beyond the control of AMS, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which AMS may undertake; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures. Agency shall not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services except as expressly provided herein.

4.2 Security. AMS shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of the Monitoring Software and any databases or other sensitive material. AMS reserves the right to deactivate or suspend access to the Monitoring Software by a user if such user is found or reasonably suspected to be using his/her access to facilitate illegal, abusive or unethical activities. Such activities include pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses. Agency agrees to hold AMS harmless from any claims resulting from such use or for any unlawful disclosure or use of Client data by Agency.

4.3 Access To Monitoring Software. Agency agrees to limit requests for access to the Monitoring Software to only personnel of Agency who are authorized to enroll Clients, set notification options and otherwise access the information residing within the Monitoring Software. AMS will provide to Agency user names, passwords and other information necessary to access the Monitoring Software. Agency is responsible for keeping its user names and passwords protected as Confidential Information under the terms of this Agreement and for any communications or transactions made using its user names and passwords. Agency personnel are responsible for changing their respective user names and passwords if they believe that either has been stolen or might otherwise be misused. Agency shall provide written notice to AMS within ten (10) days if any previously authorized personnel's status changes such that access should no longer be allowed, including but not limited to termination or resignation of any Agency personnel who had access to the Monitoring Software. These requirements are subject to change based on reasonable review by AMS of its information security needs. AMS will also provide regular off-site data storage and backup services for Agency data.

4.4 Equipment and Utilities. Agency is responsible and shall bear the costs associated with providing and maintaining internet access and all necessary telecommunications equipment, software and other materials necessary for accessing the Monitoring Software. Agency agrees to notify AMS of any changes in the foregoing, including any system configuration changes or any hardware or software upgrades, which may affect Agency's ability to access the Monitoring Software.

4.5 Consents. Agency shall obtain the necessary consent from any Client authorizing the tracking and/or monitoring of such Equipment by AMS or its subcontractors. Further, Agency will obtain all consents from its Clients necessary to collect and transmit personal data to AMS or its designated third party vendors in compliance with the relevant privacy and data protection laws. Agency agrees to indemnify and hold AMS, and its subcontractors, harmless from any and all costs and expenses regarding any claims arising from the failure of Agency to obtain the necessary consents referenced above.

4.6 Additional Agency Responsibilities. Agency shall be solely responsible for the management and supervision of the Equipment and any personnel utilizing the Equipment and the Monitoring Software, as well as the selection and implementation of the Client enrollment, monitoring and notification options provided for the Monitoring Software. Agency is solely responsible for the management of the Clients, including the response to any Client violations reported by AMS or its third party providers. AMS is not responsible or liable for Agency's failure to properly fulfill its foregoing responsibilities.

4.7 Third Party Call Center Support. If Agency determines that it will establish and use a third party call center to monitor and receive alerts from the Monitoring Software, then Agency will notify AMS and shall ensure that personnel certified by AMS will operate the call center. Agency shall be responsible for all acts and omissions of the third party call center personnel granted access to Monitoring Software as if they were employees of Agency.
4.8 **Additional or Changed Services at AMS' Initiative.** From time to time, AMS may revise the scope of the Services or delegate to a third party some or all of the provision of the Services, or make substitutions, additions, modifications and improvements to Monitoring Software and/or Services. Additionally, as a part of these changed Services, AMS also may determine, at its sole option, to discontinue providing Services hereunder for specific versions of the Products upon a minimum of one (1) year prior notice to Agency.

4.9 **Changes to Products; Retrofit Activities.** AMS shall have the right at any time (i) to change the design or specifications of any Product without notice and without obligation to make the same or any similar change on any Product previously purchased by Agency; and (ii) to retrofit or replace (during routine maintenance or otherwise) any of Agency’s Products to incorporate any upgrades or updates then available. However, nothing herein shall obligate AMS to provide Agency with new models of Products at no additional cost as a part of the Services or otherwise.

5 **CONFIDENTIAL INFORMATION**

5.1 **Confidential Information.** In connection with this Agreement a party ("Discloser") may furnish to the other party ("Recipient") software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) legends or other markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party ("Confidential Information"). Confidential Information specifically includes all information accessed by Agency via the Monitoring Software. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorized to do so. The parties each agree to treat this Agreement, including all exhibits hereto, as Confidential Information of each party.

5.2 **Nondisclosure.** It is agreed that, after receipt of Confidential Information of the other party, Recipient shall: (i) restrict the dissemination of such Confidential Information to those employees who need to use the Confidential Information in the performance of this Agreement, and (ii) to use no less than a reasonable standard of care in safeguarding against unauthorized disclosure of such Confidential Information. Recipient agrees to have an appropriate nondisclosure agreement signed by each of its employees, agents and contractors who may be exposed to Discloser’s Confidential Information.

5.3 **Exceptions From Confidential Information.** Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Agreement by Recipient, (ii) is already in Recipient’s possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient.

5.4 **Required Disclosures.** If Recipient is required by legal proceeding discovery request, "open records" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose legally required; and (ii) prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser’s request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
6 INDEMNITY

Each party agrees, to the extent allowed by law, to defend, indemnify and hold the other party and its officers, directors, shareholders, employees and third party suppliers (collectively, the "Indemnified Parties") harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims against the Indemnified Parties arising out of or related to the negligence or willful misconduct of the other party's employees or agents. Further, Agency shall indemnify and hold harmless AMS and its officers, directors, shareholders, employees and third party suppliers against the acts of any Client assigned to wear a Equipment, including claims for personal, injury property damage or death. An indemnifying party shall have the foregoing obligation only if the other party provides: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control of the defense and settlement thereof; and (iii) all available information, assistance and authority reasonably necessary to settle and defend any such claim or action.

7 TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence from the Effective Date and shall continue for the period specified on page one (the "Initial Term") unless earlier terminated in accordance with the provisions of this Agreement. After the Initial Term, this Agreement may be renewed upon execution by the parties of an amendment to this Agreement ("Renewal Term") (the Initial Term together with any Renewal Term, referred to as the "Term").

7.2 Termination by Consent. This Agreement may be terminated at any time upon mutual consent of the parties, which termination will be evidenced by a written agreement providing for such termination.

7.3 Termination for Breach. Either party may terminate this Agreement (i) if a voluntary or involuntary petition in bankruptcy, receivership, assignment for the benefit of creditors or other similar insolvency action is filed or levied against the other party and not discharged within sixty (60) days after the filing or levied thereof; (ii) by written notice by the non-breaching party, if the other party fails to cure any nonpayment of money owed to the other party under this Agreement within thirty (30) days of such notice; (iii) by written notice by the non-breaching party, if the other party fails to cure any material breach of this Agreement (other than non-payments described in clause (ii) above) within sixty (60) days of such notice (it is understood; however, that a violation of law, breach of confidentiality or misuse of access grants that cannot be cured shall be grounds for immediate termination); or (iv) immediately, by written notice by the non-breaching party, upon the second commission of a previously remedied material breach under clause (iii) above.

7.4 Termination for Non-Appropriation of Funds. In the event that Agency is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Agency's financial obligations; hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to the Agency, May terminate this Agreement, without further financial obligation or liability to AMS other than to pay for Products and Services previously delivered to Agency or performed for Agency.

7.5 Survival. This Section, any indemnity obligations of either party, and Sections 3.3, 3.4, 5, 8, 9, 10.1 and 10.2 shall survive termination of this Agreement.

8 EFFECT OF TERMINATION

8.1 Payments; Return of Rented Equipment. Upon any termination of this Agreement or any Schedule incorporated by reference herein, Agency shall provide AMS with all outstanding payments due and, within ten (10) days of the termination, return all rented and spare Equipment to AMS or, if so directed by AMS, to AMS' third party supplier. Upon termination of this Agreement, each party shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control within thirty (30) days of termination except for backup and archived Client data.

8.2 Rights to Equipment. Upon any termination of this Agreement or any Schedule incorporated by reference herein, if Agency has rented the Equipment and not returned such Equipment in accordance with Section 8.1 above, to the extent permitted by law, AMS shall have the right to enter (directly or through an authorized designee) upon Agency's premises and remove the Equipment, and Agency shall reimburse AMS for the expenses, including legal fees, incurred in connection with any such removal. To the extent permitted by law, Agency hereby waives any right to notice and a judicial hearing prior to such removal by AMS.
9 ALLOCATION OF LIABILITY

9.1 UNDER NO CIRCUMSTANCES SHALL A PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF ANY ACTS OR FAILURES TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN STRICT LIABILITY, TORT, CONTRACT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 AMS HAS NO RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY INDIVIDUALS WHILE THEY ARE CLIENTS. UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF AMS FOR ALL CLAIMS OF ANY KIND WHATSOEVER, AND UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY AGENCY TO AMS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE CLAIM.

9.3 The limitations set forth in this Section 9 shall apply even if any exclusive remedy in this Agreement fails of its essential purpose. The allocation of liability in this Section 9 represents the agreed and bargained for understanding of the parties and each party's compensation hereunder reflects such allocations.

10 MISCELLANEOUS PROVISIONS

10.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflicts of laws provisions. AMS and Agency hereby irrevocably consent to jurisdiction, service of process and venue in the City and County of Denver, Colorado.

10.2 Arbitration. Disputes arising under this Agreement that cannot be resolved informally by the parties through good faith negotiations shall be resolved by arbitration before a sole arbitrator appointed and operating pursuant to the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the City and County of Denver, Colorado. The written decision of the arbitrator shall be final, binding and convertible to a court judgment in any appropriate jurisdiction. Each party shall bear its own expenses with respect to such arbitration and shall share equally in the expenses of the arbitrator and the fees of the American Arbitration Association.

10.3 Injunctive Relief. Notwithstanding anything above to the contrary, either party at any time may apply to a court having jurisdiction thereof for a temporary restraining order, preliminary injunction or other appropriate order where such relief may be necessary to protect its interests (including, without limitation, any breach of the obligations under Sections 3 and/or 5), without any showing or proving of any actual damages and without posting a bond or other security.

10.4 Non-Discrimination. To the extent required by law, AMS shall have in place a policy against discrimination such that no person shall be excluded from full employment rights or participation in or the benefits of any program, services or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status or national origin, and no person who is protected by applicable federal or state laws shall be otherwise subjected to discrimination.

10.5 Assignment. Except as expressing permitted herein, neither party may transfer or assign this Agreement, in whole or in part, without the written consent of the other party and any such attempt at transfer or assignment shall be void. Notwithstanding the foregoing, AMS may transfer or assign this Agreement to an entity that is an affiliate of AMS or, in the event of a sale of all or substantially all of its assets or equity, each without the consent of Agency. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties.

10.6 No Agency; Independent Contractor. The use of the term "Agency" in this Agreement is solely for convenience and is not intended to make either party an agent of the other party. This Agreement does not constitute and shall not be construed as constituting a partnership, agency, distributorship or joint venture between the parties. AMS is to be and shall remain an independent contractor with respect to Products provided or Services performed under this Agreement. AMS may subcontract the performance of any of its obligations under this Agreement. However, such subcontracting will not relieve AMS of its obligations under this Agreement.
10.7 **Force Majeure.** Except for the obligation to make payments as provided herein, neither party shall be in default under this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations under this Agreement, if, and to the extent that, such delay or failure is caused by strikes, wars, natural disasters, acts of the public enemy, government restrictions or acts of terrorism. Upon claiming any excuse or delay under this Section, such party shall promptly notify the other party, use reasonable efforts to remove the cause and continue its performance under this Agreement whenever the cause is removed.

10.8 **Notices.** All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by electronic mail, facsimile or overnight delivery service at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon receipt for personal delivery, or on the business day following the date of sending by electronic mail, facsimile or overnight delivery service.

10.9 **Waiver; Severability.** Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorized representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default. If any provision of this Agreement is held to be invalid, the remaining portions of this Agreement shall remain in full force.

10.10 **Publicity.** AMS shall have the right to issue news releases, press releases or other communications regarding this Agreement to potential investors and customers. However, AMS shall not disclose any names of Clients without the prior written approval of the Client and Agency.

10.11 **Headings.** Headings used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this Agreement or any of its parts.

10.12 **Execution.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.

10.13 ** Entire Agreement.** This Agreement constitutes the entire understanding of the parties, and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing and signed by both parties.

---

**FOR AND ON BEHALF OF AGENCY**

By: ____________________________

Name: Larry Emig

Title: Chairman

Agency: Osceola County

Date: 6-2-15

Attest: ____________________________

Clerk of Agency

---

**ALCOHOL MONITORING SYSTEMS, INC.**

By: ____________________________

Name: Lou Sugo

Title: Vice President – Sales and Marketing

---

Signed by AMS and effective as of: “Effective Date”
SCHEDULE C
SCRAM Continuous Alcohol Monitoring™
AGENCY PRODUCTS AND SERVICES AGREEMENT

AGENCY: Osceola County (Community Corrections)

This Schedule C to the AGENCY PRODUCTS AND SERVICES AGREEMENT ("Agreement") is entered into on the Effective Date by and between ALCOHOL MONITORING SYSTEMS, INC. ("AMS") and the Agency listed above. This Schedule is incorporated by reference into the Agreement dated executed by the parties. All other terms and conditions of the Agreement that are not in conflict with the terms of this Schedule are hereby ratified. Each capitalized term herein shall have the meaning assigned to it in the Agreement.

1 GENERAL SCOPE OF AGREEMENT

Subject to the terms and conditions of the Agreement, Agency shall have the option to purchase or rent SCRAM Continuous Alcohol Monitoring Products and Services from AMS to monitor and enforce compliance by Clients who are subject to alcohol treatment and/or home detention programs solely in the Territory specified herein.

2 COMMERCIAL TERMS FOR PRODUCTS AND SERVICES

2.1 Terms and Pricing of Products.

2.1.1 Products. Agency may purchase or rent the Products at the prices set forth herein. In addition, when Equipment is in use by a Client, the Agency shall owe Daily Services Fees for Services as specified herein. When the Equipment is rented and not purchased, Agency will pay a monthly Equipment Rental Fee for the use of any Equipment ordered by Agency. The Equipment Rental Fees are payable irrespective of whether the Equipment is in use by a Client. Equipment Rental Fees will begin to accrue five (5) days following the shipping of the Equipment by AMS to Agency. Accepted orders for Products are non-cancelable unless written notice is given by either party to cancel all or any part of such order at least thirty (30) days prior to delivery. For additional Equipment, Agency shall use an AMS Equipment Order Form for any Equipment purchased or rented by Agency during the Term. Rental products must be returned to AMS at Agency’s expense and must have a Return Merchandise Authorization (RMA) Number from AMS prior to shipment.

2.1.2 Shipments. AMS will provide to Agency at no additional charge additional SCRAM Continuous Alcohol Monitoring Sets equal to an additional ten percent (10%) to be used when Equipment is in transit or if it is removed from service for repair or scheduled maintenance with the intent that 100% of Agency’s Net Commitment is available for use. “Net Commitment” is the number of purchased and rented Equipment units minus lost units. If Agency elects to put more than 100% of purchased or rented inventory into service, AMS reserves the right to invoice Agency for the purchase of the Equipment and Daily Service Fees. All right and title to spare Equipment provided under this Section remains with AMS and Agency shall return all spare Equipment to AMS upon termination of the Agreement.

2.1.3 Delivery Terms. Products ordered by Agency shall be delivered FOB to Agency’s designated facility. AMS will pay shipping costs for any order of at least five (5) SCRAM Continuous Alcohol Monitoring Sets. Agency shall pay shipping for all other orders, including the cost of any expedited order. AMS shall determine the type of packaging, mode and time of transportation.

2.2 Fees for Services. Agency shall pay AMS for the Services described in Section 3 and for the right to access the Monitoring Software at the current per diem rate for each SCRAM Continuous Alcohol Monitoring Set in use on a Client, (collectively, the “Daily Services Fee”). The current per diem rate as of the Effective Date is specified herein.
3 SERVICES

3.1 General Scope of Services ("Services"). In consideration of the payment by Agency of the Daily Services Fee for the Equipment, AMS shall provide Agency with the Services and support functions set forth herein (the "Services"). Further, unless otherwise expressly agreed to by the parties, AMS is not obligated to and will not provide Services for any Equipment not purchased or rented by Agency directly from AMS. The Services shall consist of: (i) the remote collection and compilation of reports and data from the Equipment via the Monitoring Software; (ii) the provision of training and certification for Agency personnel as described below; (iii) the provision of technical support and telephone assistance from AMS professionals; (iv) the scheduled maintenance of the Equipment; (v) the provision of reasonable disaster recovery and backup Services for Client data stored on the Monitoring Software; and (vi) the provision of such other Services and support functions as may be agreed to in writing by the parties from time to time.

3.2 Training and Certification. AMS will provide Agency with personnel training and certification in the use of the Products at AMS' then-current training rates. Agency personnel using the Products to monitor home detention Clients must complete training and certification as specified by AMS prior to being granted access to Monitoring Software. In addition, AMS will provide Agency access to a reasonable number of copies of its SCRAM Continuous Alcohol Monitoring Operational Reference Guide and the AMS required training curriculum and syllabus. Any travel, lodging and reasonable expenses incurred by AMS personnel for purposes of training and personnel certification will be reimbursed by the Agency.

3.3 Equipment Maintenance. AMS and Agency shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with AMS' then-published specifications, including establishing a schedule that will ensure the return of the Equipment to AMS at approximately annual intervals. Unless otherwise agreed, Agency shall be responsible for (i) collecting any Equipment from Clients that is scheduled for maintenance and (ii) shipping it to AMS having first obtained a Return Merchandise Authorization (RMA) Number from AMS. Such maintenance program shall not cover Equipment damaged or rendered inoperative for any cause not due to defects covered by the service and repair policy in this Agreement. Agency shall not, without prior approval from AMS, send to AMS for maintenance any Equipment not then scheduled for maintenance. Equipment returned to AMS for any reason, including rental returns, damages, and scheduled repairs, that are not accompanied with a properly issued RMA may be assessed a returned administrative charge.

3.4 Agreements with Clients. Agency is solely responsible for notifying Clients in writing of any restrictions or limitations on the use of the Equipment of which it is made aware by AMS, including but not limited to banned products; prohibitions on tampering; health risk warnings; and swimming, bathing and personal hygiene restrictions. These mandatory restrictions and prohibitions to be communicated to Clients are available on SCRAMNET in the form of a "Participant Agreement". This Participant Agreement is not intended to cover all possible requirements of the relationship between Agency and its Clients and should be reviewed by Agency's legal advisors prior to use. Agency agrees to hold AMS harmless for the failure of Agency to notify Clients of the restrictions and prohibitions contained in the Participant Agreement and for the failure of Clients to heed the restrictions and prohibitions contained therein.

4 ACCESS RIGHTS

In consideration of the payment of the Daily Services Fees set forth below and subject to the terms and restrictions set forth herein, AMS grants Agency a limited, non-exclusive right to access the Monitoring Software for the purpose of monitoring Client data. Any Agency personnel using the Products to monitor home detention Clients must complete training and certification as specified by AMS prior to being granted access to the Monitoring Software.

5 SERVICE AND REPAIR POLICY

5.1 Service and Repair. For equipment purchased or rented directly from AMS and so long as Agency (i) pays to AMS the Daily Services Fee for such Equipment (or the Equipment Rental Fee in the case of rented Equipment) and (ii) installs the Equipment in accordance with AMS' instructions, AMS will provide the necessary service and repair for the Equipment, at AMS' expense, to enable it to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the SCRAM Continuous Alcohol Monitoring Daily Operations Guide. While the Equipment can provide continuous home detention monitoring, it is not designed to give immediate notification of
alcohol detection and, further, AMS makes no assurances that the Equipment will detect all tamper efforts.

5.2 Exclusions From Service and Repair Policy. The above policy does not cover Equipment that is obtained from sources outside of AMS or is defective due to (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure by Agency to comply with the operating and maintenance instructions set forth in the SCRAM Continuous Alcohol Monitoring Daily Operations Guide; (iii) servicing of the Equipment by anyone not previously authorized by AMS; (iv) failure of Agency to obtain reasonable and necessary maintenance of the Equipment as contemplated under this Agreement or (v) use of Parts in the repair of the Equipment that have not been approved in writing by AMS for use in the Products.

5.3 Sole Remedy. In the event of a breach of the above service and repair policy, Agency's sole remedy shall be, at AMS' option, the repair or replacement of the defective Equipment by AMS.
SCHEDULE C
AGENCY PRODUCTS AND SERVICES AGREEMENT
TERRITORY, PRICING AND OTHER TERMS

1. **Territory:**

The following county in the State of Michigan: Osceola County

2. **Equipment Fees:**

**SCRAM Continuous Alcohol Monitoring Purchase Pricing as of Effective Date:**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Purchase Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAM Bracelet &amp; Base Station Kit</td>
<td>$1,500</td>
</tr>
<tr>
<td>CAM Bracelet Kit</td>
<td>$1,200</td>
</tr>
<tr>
<td>CAM/HA Base Station Kit</td>
<td>$400</td>
</tr>
</tbody>
</table>

**SCRAM Continuous Alcohol Monitoring Rental Pricing as of Effective Date:**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rental Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly*</td>
<td>$70/month</td>
</tr>
<tr>
<td>Flex Annual**</td>
<td>$680/year</td>
</tr>
</tbody>
</table>

*R Requires a 90 day minimum rental
** Requires a one year advance prepayment with initial order.

**OPTIONAL ETHERNET:** $0.50/day when in use

3. **Services Fees:**

**Daily SCRAM Continuous Alcohol Monitoring Service Fees as of Effective Date are:**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Daily Services Fee/ Active Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-50</td>
<td>$4.40</td>
</tr>
<tr>
<td>51-150</td>
<td>$4.05</td>
</tr>
<tr>
<td>151+</td>
<td>$3.90</td>
</tr>
</tbody>
</table>

4. **Other Special Terms:**
SCHEDULE C
AGENCY PRODUCTS AND SERVICES AGREEMENT
TERRITORY, PRICING AND OTHER TERMS

THIS SCHEDULE C, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE Cs, PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. This Schedule C shall not be effective until executed by Agency and accepted and executed by an authorized representative of AMS. By execution, both signers certify that each is authorized to execute the Schedule on behalf of their respective companies.

FOR AND ON BEHALF OF AGENCY

By: ____________________________________________
Name: Larry Emig
Title: Chairman
Agency: Osceola County
Date: 6-2-15
Attest: ________________________________
   Clerk of Agency

ALCOHOL MONITORING SYSTEMS, INC.

By: ____________________________________________
Name: Lou Sugo
Title: Vice President – Sales and Marketing

Signed by AMS and effective as of: ____________________________
"Effective Date"
May 18, 2015

Osceola County
County Commissioners
301 W. Upton
Reed City MI 49677

SUBJECT: Fred Meijer White Pine Trail Surfacing

Dear County Commissioners,

Earlier this year Department of Natural Resources Parks and Recreation (PRD) representatives attended a meeting and presented an update on plans to complete surface improvements for the remaining 40 miles of the Fred Meijer White Pine Trail State Park (White Pine Trail). In addition to the update, you were presented with an opportunity to become actively involved and invited to help fund the project.

PRD has been presented with a very unique funding opportunity from The Meijer Foundation. Every dollar raised will be matched dollar for dollar up to $211,000. Please help us realize this additional generous gift from The Meijer Foundation for this project.

We are in the process of finalizing development plans for the 2015 construction season and are asking for your support. We are encouraging your unit of government to pass a resolution in support at your next regularly scheduled meeting. The following options are offered as suggestions.

1. Support the completion of the White Pine Trail this 2015 construction season in crushed limestone and pledge $ __________.
2. Support the completion of the White Pine Trail this 2015 construction season in crushed limestone but are unable to contribute financially at this time.

We understand that there are some who would like to see the final 40 miles paved with asphalt surface. Asphalt paving would cost an additional 4 million dollars and is not an option at this time. Our goal is to upgrade the current trail conditions to increase recreational use and bring new economic opportunities to every community along the White Pine Trail from Comstock Park to Cadillac. Asphalt paving over the limestone sections will remain a future option as additional private and local funds become available to pave and maintain this community resource.

The challenge and opportunity before us is to proceed with plans to improve the remaining 40 miles with a crushed limestone or do nothing at all and return over 3
million dollars and in state and federal grants that have been secured for the limestone surface improvements.

We hope you accept our invitation and say yes to the crushed limestone surface improvements for the White Pine Trail. Thank you for your time, interest and consideration. Please provide us with your response by July 2015 and send a copy to Matt Lincoln, 525 W. Allegan St., PO Box 30028, Lansing, MI 48909. If you need additional information or have questions please contact either Annamarie Bauer (231)468-8616 or Matt Lincoln (517) 284-6111.

Sincerely,

[Signature]

Matt Lincoln  
Grants Coordinator  
Department of Natural Resources  
lincolnmm@michigan.gov  
517-284-6111

cc:  Ms. Annamarie Bauer, DNR  
Ms. Kriss Bennett, DNR  
Mr. Paul Yauk, DNR
TRANSFER OF OWNERSHIP AGREEMENT/EQUIPMENT RECEIPT AND ACCEPTANCE FOR PURCHASES UNDER FEDERAL AWARD NUMBER 97.067

This Transfer of Ownership Agreement ("Ownership Agreement") is executed by and between the West Michigan Shoreline Regional Development Commission (WMSRDC), 316 Morris Avenue, Suite 340, Muskegon, MI 49440-1140 and Osceola County, 301 West Upton Avenue, Reed City, MI 49677.

In consideration of the mutual promises, obligations, representations, and assurances in this Ownership Agreement, the WMSRDC and Political Subdivision agree to the following terms and conditions:

1. **Transfer of Title:**
   - Pursuant to the 2011 Homeland Security Grant Program Intergovernmental Agreement, the WMSRDC purchased the following Equipment with 2011 Homeland Security Grant Program funds as directed by the Region 6 Homeland Security Governing Board.

   PO#1011268
   1-Avatar II Base Pkg. (Robot/Battery/Controllers/Chargers)
   1-Avatar II Pan-Tilt-Zoom Camera
   1-Spare Robot Battery
   1-Avatar II High Angle Stabilizers
   1-Avatar II Controller Charger Adapter
   1-Avatar II External Audio/Video Receiver
   1-Avatar II Ultra Carry Case

   - The WMSRDC grants all right, title, and interest to the Equipment to the Political Subdivision.

2. **Acceptance of Equipment:**
   - By signing this Ownership Agreement, the Political Subdivision accepts the Equipment in its current condition, "AS IS," acknowledges that it had an opportunity to inspect the Equipment.

3. **WMSRDC Assurances:** The WMSRDC represents the following:

   - The WMSRDC has full right and title to transfer ownership of the Equipment to the Political Subdivision.
The WMSRDC has no knowledge of any judgments, liens, mortgages, pledges, claims, rights, security, interests, encumbrances, or any other adverse interests against the Equipment.

To the extent possible, The WMSRDC transfers all warranties to the Equipment to the Political Subdivision.

The WMSRDC shall notify each Political Subdivision at the end of the fiscal year of the dollar amount of Equipment that has been transferred to the Political Subdivision.

4. **Political Subdivisions Responsibilities:**

- Upon execution of this Ownership Agreement the Political Subdivision shall be solely responsible for the Equipment, including but not limited to the following:
  - Operation of the Equipment;
  - Maintenance and repair of the Equipment;
  - Replace or repair Equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
  - Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of Equipment;
  - Insurance for the Equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
  - Training for use of the Equipment, if training is not included with the purchase of the Equipment; and
  - Liability for all Claims arising out of the Political Subdivision’s use of the Equipment.

- The Political Subdivision shall comply with and shall use the Equipment in accordance with the 2011 Homeland Security Grant Program Guidance.

- The Political Subdivision shall keep the WMSRDC informed of the location of the Equipment. If the Equipment by its nature is mobile, the Political Subdivision must provide a general location or “home-base” where the Equipment can be found. If the location of the Equipment changes, the Political Subdivision shall provide the new location to the WMSRDC immediately. The information required by this Section shall be provided to the WMSRDC upon execution of this
Ownership Agreement and continue until three (3) years after the close of this Grant Program.

- The Political Subdivision shall list all Equipment transferred to it pursuant to this Ownership Agreement on its Schedule of Expenditures of Federal Awards.
- Except for Equipment that is disposable or expendable, the Political Subdivision shall inform the WMSRDC if it plans to dispose of the Equipment and work with the WMSRDC regarding any issues associated with disposal of the Equipment.
- The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the Equipment, including but not limited to, costs for replacing the Equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- The Political Subdivision shall make the Equipment available to the WMSRDC and State and Federal Auditors upon request.

5. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Ownership Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

6. **Discrimination.** The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

7. **Permits and licenses.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Ownership Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Ownership Agreement.

8. **Reservation of Rights.** This Ownership Agreement does not, and is not intended to, waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.

9. **Delegation/Subcontract/Assignment.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Ownership Agreement without the prior written consent of the other Party.

10. **No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Ownership Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Ownership Agreement. No waiver of any term, condition, or provision of this Ownership Agreement, whether by conduct or otherwise, in one or more instances,
shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Ownership Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Ownership Agreement.

11. **Severability.** If a court of competent jurisdiction finds a term, or condition, of this Ownership Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Ownership Agreement. All other terms, conditions, and provisions of this Ownership Agreement shall remain in full force.

12. **Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Ownership Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Ownership Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Ownership Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

13. **Notices.** Notices given under this Ownership Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

- If notice is sent to the WMSRDC, it shall be addressed and sent to: Erin Kuhn, Executive Director, WMSRDC, 316 Morris Avenue, Suite 340, Muskegon, MI 49440-1140.

- If notice is sent to the Political Subdivision, it shall be addressed to:

  Chairperson, Osceola County Board of Commissioners
  301 W. Upton Avenue
  Reed City, MI 49677

- Either Party may change the address and/or individual to which notice is sent by notifying the other Party in writing of the change.

14. **Governing Law.** This Ownership Agreement shall be governed, interpreted, and enforced by the laws if the State of Michigan.

15. **Agreement Modifications or Amendments.** Any modifications, amendments, recissions, waivers, or releases to this Ownership Agreement must be in writing and executed to by both Parties.
16. **Entire Agreement.** This Ownership Agreement represents the entire agreement and understanding between the Parties. This Ownership Agreement supersedes all other oral or written agreements between the Parties. The language of this Ownership Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The individual or official executing this Ownership Agreement certifies that by his or her signature that he or she is authorized to sign this Ownership Agreement and bind the Fiduciary and Political Subdivision to the terms and conditions of this Ownership Agreement.

Fiduciary: The West Michigan Shoreline Regional Development Commission

_________________________             _______________________
Erin Kuhn, Executive Director                   Date

Political Subdivision: Osceola County

_________________________             _______________________
Osceola County Chairperson Signature                   Date

_________________________
Type or Print Name

WMSRDC: 2011
Homeland Security Certification of Goods Received - FY GRANT 2012

As the ordering/receiving local political subdivision authorized by the Region VI Homeland Security Governing Board

OSCEOLA COUNTY

Local Political Subdivision

Hereby certifies that it is in receipt of (list quantity, description, model number, serial number)

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description and Model #</th>
<th>Serial #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Avatar II Base Pkg. (Robot/Battery/Controllers/Chargers)</td>
<td>Two parts each have the same Serial # A00431</td>
</tr>
<tr>
<td>1</td>
<td>Avatar II Pan-Tilt-Zoom Camera</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Spare Robot Battery</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Avatar II High Angle Stabilizers</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Avatar II Controller Charger Adapter</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Avatar II External Audio/Video Receiver</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Avatar II Ultra Carry Case</td>
<td></td>
</tr>
</tbody>
</table>

As detailed on Purchase Order Number: 1011268

And authorized the West Michigan Shoreline Regional Development Commission as the Region 6 Homeland Security Planning Board Fiduciary to process payment.

Any discrepancies that would prevent payment in full as listed on the Purchase Order are as follows:

The individual or officer signing this Certification confirms that by his or her signature, he or she is authorized to sign this Certification on behalf of the Local Political Subdivision he or she represents.

OSCEOLA COUNTY

Local Political Subdivision

2/18/15

Date

EM Director

Title

WMSRDC:2013
# Purchase Order

Date: 03/03/14  
P.O. #: 1011268

On Behalf Of Region 6 Homeland Security Governing Board

Vendor: Safeware - MI Deal Vendor  
3200 Hubbard Road  
Landover, MD 20785

Requisitioned By: Jack Dykstra - LETPA Committee

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item #</th>
<th>Description</th>
<th>Project #</th>
<th>Unit Price</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>ROB A019P</td>
<td>Avatar II Base Pkg. (Robot/Battery/Controllers/Chargers)</td>
<td>R6-2012-80-0048</td>
<td>$13,888.89</td>
<td>$111,111.12</td>
</tr>
<tr>
<td>8</td>
<td>ROB A005A</td>
<td>Avatar II Pan-Tilt-Zoom Camera</td>
<td></td>
<td>$4,166.67</td>
<td>$33,333.36</td>
</tr>
<tr>
<td>8</td>
<td>ROB A015A</td>
<td>Spare Robot Battery</td>
<td></td>
<td>$383.33</td>
<td>$3,066.64</td>
</tr>
<tr>
<td>8</td>
<td>ROB A016A</td>
<td>Avatar II High Angle Stabilizers</td>
<td></td>
<td>$1,388.89</td>
<td>$11,111.12</td>
</tr>
<tr>
<td>8</td>
<td>ROB A050A</td>
<td>Avatar II Controller Charger Adapter</td>
<td></td>
<td>$166.67</td>
<td>$1,333.36</td>
</tr>
<tr>
<td>8</td>
<td>ROB A008A</td>
<td>Avatar II External Audio/Video Receiver</td>
<td></td>
<td>$2,472.22</td>
<td>$19,777.76</td>
</tr>
<tr>
<td>8</td>
<td>ROB A012A</td>
<td>Avatar II Ultra Carry Case</td>
<td></td>
<td>No Charge</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal $179,733.36  
Shipping  
Grand Total $179,733.36

Authorised by Erin Kuhn, Interim Executive Director  
Date: March 3, 2014

1. This purchase order shall not be considered valid unless funds are available from the U.S. Department of Homeland Security and the Michigan Department of State Police - Emergency Management and Homeland Security Division.
**INVOICE**

Safeware, Inc.

Remit To:
Safeware, Inc.
P.O. Box 64465
Baltimore, MD 21264-4465
301-683-1212

Bill To:
West Michigan Shoreline Regional Development Comm
PO Box 387
Muskegon, MI 49443-0387

Ship To:
TO BE DETERMINED
Pls see attached
Grand Rapids, MI 49503

Ordered By: Susan Stine-Johnson

<table>
<thead>
<tr>
<th>PO Number</th>
<th>Term Description</th>
<th>Net Due Date</th>
<th>Disc Due Date</th>
<th>Discount Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1011268</td>
<td>Net 30</td>
<td>6/7/2014</td>
<td>6/7/2014</td>
<td>0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Order Date</th>
<th>Pick Ticket No</th>
<th>Primary Salesrep Name</th>
<th>Taker</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/2/2014</td>
<td>2394895</td>
<td>Rick Bond</td>
<td>JMCLOUGHLIN</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Carrier:</th>
<th>Tracking #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPS Ground</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ordered</th>
<th>Shipped</th>
<th>Remaining</th>
<th>UOM</th>
<th>Unit Size</th>
<th>Item ID</th>
<th>Item Description</th>
<th>Pricing</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.00</td>
<td>8.00</td>
<td>0.00 EA</td>
<td>1.0</td>
<td>EA</td>
<td>ROB A019P</td>
<td>Avatar II Base Package (with Robot, Battery, Controller and Chargers)</td>
<td>13,888.8900</td>
<td>1.0</td>
<td>11,111.12</td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>8.00</td>
<td>0.00 EA</td>
<td>1.0</td>
<td>EA</td>
<td>ROB A005A</td>
<td>Avatar II Pan-Tilt-Zoom Camera</td>
<td>4,166.6700</td>
<td>1.0</td>
<td>33,333.36</td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>8.00</td>
<td>0.00 EA</td>
<td>1.0</td>
<td>EA</td>
<td>ROB A015A</td>
<td>Spare Robot Battery</td>
<td>383.3300</td>
<td>1.0</td>
<td>3,066.64</td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>8.00</td>
<td>0.00 EA</td>
<td>1.0</td>
<td>EA</td>
<td>ROB A016A</td>
<td>Avatar II High Angle Stabilizers</td>
<td>1,388.8900</td>
<td>1.0</td>
<td>11,111.12</td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>8.00</td>
<td>0.00 EA</td>
<td>1.0</td>
<td>EA</td>
<td>ROB A050A</td>
<td>Avatar II Controller Charger Cbl</td>
<td>166.6700</td>
<td>1.0</td>
<td>1,333.36</td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>8.00</td>
<td>0.00 EA</td>
<td>1.0</td>
<td>EA</td>
<td>ROB A008A</td>
<td>Avatar II External Audio/Video Receiver</td>
<td>2,472.2222</td>
<td>1.0</td>
<td>19,777.78</td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>8.00</td>
<td>0.00 EA</td>
<td>1.0</td>
<td>EA</td>
<td>ROB A012A</td>
<td>Ultra Durable carry cse</td>
<td>0.0000</td>
<td>1.0</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>
ORDER ACKNOWLEDGEMENT

3200 Hubbard Road
Landover, MD 20785
USA

www.safewareinc.com

Bill To: Customer ID: 62403
West Michigan Shoreline Regional Development Comm
PO Box 387
Muskegon, MI 49443-0387

Ship To:
TO BE DETERMINED
Pls see attached
Grand Rapids, MI 49503

231 722 7878

Ordered By: Susan Stine-Johnson

<table>
<thead>
<tr>
<th>PO Number</th>
<th>Taker</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1011268</td>
<td>John McLoughlin</td>
<td><a href="mailto:jmcloughlin@safewareinc.com">jmcloughlin@safewareinc.com</a></td>
</tr>
</tbody>
</table>

Fax: 301-683-1200

<table>
<thead>
<tr>
<th>Freight Terms</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freight Paid</td>
<td>301-683-1234</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantities</th>
<th>Item ID</th>
<th>Item Description</th>
<th>Pricing</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>UOM</td>
<td>Unit Size</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Price</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ordered</th>
<th>Allocated</th>
<th>Remaining</th>
<th>UOM</th>
<th>Unit Size</th>
<th>Description</th>
<th>Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.00</td>
<td>0.00</td>
<td>8.00</td>
<td>EA</td>
<td></td>
<td>D ROB A019 P Avatar II Base Package</td>
<td>13,888.89</td>
<td>111,111.12</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(with Robot, Battery, Controller and Chargers)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>0.00</td>
<td>8.00</td>
<td>EA</td>
<td>1.0</td>
<td>D ROB A005 A Avatar II Pan-Tilt-Zoom Camera</td>
<td>4,166.67</td>
<td>33,333.36</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>0.00</td>
<td>8.00</td>
<td>EA</td>
<td>1.0</td>
<td>D ROB A015 A Spare Robot Battery</td>
<td>383.33</td>
<td>3,066.64</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>0.00</td>
<td>8.00</td>
<td>EA</td>
<td>1.0</td>
<td>D ROB A016 A Avatar II High Angle Stabilizers</td>
<td>1,388.89</td>
<td>11,111.12</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>0.00</td>
<td>8.00</td>
<td>EA</td>
<td>1.0</td>
<td>D ROB A050 A Avatar II Controller Charger Cbl</td>
<td>166.67</td>
<td>1,333.36</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>0.00</td>
<td>8.00</td>
<td>EA</td>
<td>1.0</td>
<td>D ROB A08 A Avatar II External Audio/Video Receiver</td>
<td>2,472.22</td>
<td>19,777.78</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.00</td>
<td>0.00</td>
<td>8.00</td>
<td>EA</td>
<td>1.0</td>
<td>D ROB A012 A Ultra Durable carry case</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>EA</td>
<td>1.0</td>
<td>C MEDEAL US Communities Contract number: 4400001839</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>***** MIDEAL CONTRACT # 071B2200059 ***</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>***** Standard freight charges for shipments within the continental US are paid. Any Hazardous material charges or expedited freight will be billed. *Agency must be registered with US Communities</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*
## ORDER ACKNOWLEDGEMENT

<table>
<thead>
<tr>
<th>Ordered</th>
<th>Allocated</th>
<th>Remaining</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Lines:** 8

SUB-TOTAL: 179,733.38

TAX: 0.00

AMOUNT TENDERED: 0.00

AMOUNT DUE: 179,733.38

*Actual freight added per freight terms*
### Part I - GENERAL INFORMATION

<table>
<thead>
<tr>
<th>1.A Subgrantee Name:</th>
<th>West Michigan Shoreline Regional Development Commission (WMSRDC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.B Project Title:</td>
<td>FY-12 Region 6 Avatar Robot Project - (LETPA)</td>
</tr>
<tr>
<td>1.C Region:</td>
<td>6-Six</td>
</tr>
</tbody>
</table>
| 1.D Regional Fiduciary: | Yes  
| 1.G Subgrantee Point of Contact: | Cliff Johnson |
| 1.H Subgrantee E-Mail Address: | cjohnson@wmsrdc.org |
| 1.I Subgrantee Phone Number: | 231-722-7878 x 14 |
| 1.E Date Sent:       | 02/11/14                                                     |
| 1.F Category:        | Building a new capability                                    |
| 1.J Project Lead (If applicable): | Tim Priese 
| 1.K Project Lead E-Mail Address: | prieset@oceanasheriff.net |
| 1.L Project Lead Phone Number: | 231-873-6766 |

### Part II - ALIGNMENT REVIEW

2.A Grant Year: 2012  
2.B Grant Program: HSGP-State Homeland Security Program (LETPA 25%)  
2.C Investment Title: FY12 SHSP - #4 Emergency Response for CBRNE and All-Hazards Incidents  

This project aligns with FY-12 State Investment #4 - Emergency Response for CBRNE and All-Hazards Incidents. (See FY-12 Michigan Supplemental Guidance Pages: 37 - 40)

IP-C: Emergency Response Equipment Procurement and Sustainment (See FY-12 Michigan Guidance Page 39). Based on prioritized needs, equipment inventories will be sustained and new equipment procured, to a NIMS typed capability, for closing existing gaps and enhancing emergency response capabilities. Procurement will support emergency response personnel and response teams such as HazMat teams, bomb squads, tactical emergency response teams, dive teams, USAIR, RRTs, and IMTs. Emphasis will be placed on equipment to enhance or sustain such teams, or single resources, to a NIMS typed capability. Equipment to support CBRNE and IED response, including personnel protective equipment, will also be supported. Specific needs will be identified at the state and regional level by prioritizing capability gaps, but equipment purchases may include equipment for CBRNE detection, explosive ordnance disposal, CBRNE agent classification, HazMat response, radiological response, air monitoring, etc.

2.E Homeland Security Strategy (SHSS or RHSS) Goal:  
2.F Homeland Security Strategy (SHSS or RHSS) Objective:  
2.G Core Capability 1: Prevention - Interdiction Disruption  
2.H Core Capability 2: Prevention - Operational Coordination

**FOR MSP/EMHSD USE ONLY**

Investment Alignment Review: ☑ Justification Accepted  
Reviewer/Date: [Signature] 2/13/14

**Please See Part III - Section 3.A - 3.1 for the Allowability Review**

2/12/2014
This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the RKB/AFL Item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.

### Part III - ALLOWABILITY REVIEW

<table>
<thead>
<tr>
<th>Equipment</th>
<th>03OE-07-ROBT - Robots; 03OE-07-UPGD; 19MH-00-CONT; 21GN-00-SHIP; 10BC-00-BATT;</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.A Solution Area:</td>
<td></td>
</tr>
<tr>
<td>3.B AEL Number:</td>
<td></td>
</tr>
</tbody>
</table>

#### 3.C Detailed Description of Costs:

- **17 - Avatar II Robot Base Package (ROB A019P), includes robot, battery, controller and chargers, Cost** = $13,888.89 x 17 = $236,111.13
- **17 - Avatar II Pan-Tilt-Zoom Camera (ROB A005A) for the robot, Cost** = $4,166.67 x 17 = $70,833.39
- **17 - Spare Robot Battery (ROB A015A) Cost** = $383.33 x 17 = $6,516.61
- **17 - Avatar II High Angle Stabilizers Cost** = $1,388.89 x 17 = $23,611.13
- **17 - Avatar II Battery Controller Connectors Cost** = $166.67 x 17 = $2,833.39
- **17 - Avatar II Command Terminal (ROB A021P) Cost** = $6,944.44 x 17 = $118,055.46
- **17 - Ultra Durable Carry Case (ROB A012A) Cost** = no charge

*This may be a MI DEAL Purchase - Safeware - Contract # 071B2200059.*

<table>
<thead>
<tr>
<th>3.D Quantity:</th>
<th>17</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.E Unit Cost:</td>
<td>$26,938.89</td>
</tr>
<tr>
<td>3.F Total Cost:</td>
<td>$457,961</td>
</tr>
</tbody>
</table>

2/12/2014
3.G Detailed Narrative of Intended Use/Outcome:

The Region 6 LETPA Committee Robot Project will provide a small deployable robot to Emergency Response Teams (ERTs) and/or Incident Containment Teams in each county throughout the region. The specially trained Emergency Response Teams and Containment Teams respond to a wide variety of situations, including high risk search warrants, barricaded suspects, hostage rescue, officer rescue, dignitary protection and terrorist attacks. The team's primary response areas are within county jurisdictions, but they have provided response assistance and support throughout Region 6. The project will provide for the purchase of a small remote controlled robot that will be used to provide information - intelligence during a wide range of emergency response situations. The Avatar II robot has multiple cameras, is track operated and controlled remotely.

The robot will provide the team with real-time intelligence and situational awareness, as well as additional safety protection. The robot will provide critical support for the Law Enforcement Emergency Response Teams (ERTs), Containment Teams, as well as providing support for other specialized teams such as HazMat, RRTs, USAR and the Bomb Squad. The Region 6 Emergency Response Team (ERT) - Containment Team Robot Project will close a critical existing gap and enhance emergency response capabilities throughout Region 6.

The Robot will be assigned to identified and specially trained Emergency Response Teams and/or Containment Teams and deployed as a Law Enforcement resource. During non-law enforcement deployments, trained law enforcement personnel will be needed to operate the robot.

LETPA Alignment: This project aligns with the guidance for Law Enforcement Terrorism Prevention Activities (LETPA 25%), and will be used for prevention, detection, intelligence gathering, evidence collection, as well as critical incident - tactical response.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subgrantee is responsible to ensure that the maximum personnel cap amount is not exceeded. Yes/No —— No

3.I EHP: Will there be ANY construction, renovation, and/or installation involved with this project regardless of funding source? Yes/No —— No

Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, and installation projects must comply with EHP. Subgrantees must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an Environmental and Historic Preservation (EHP) Program review of the entire project.

Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.
Alignment and Allowability Form  Revised November 2013
Submit to: EMD_HSGP@michigan.gov

Part IV - TRAINING SECTION

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.E Sponsoring Jurisdiction:</th>
<th>4.F Training Discipline:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.G Company Name:</th>
<th>4.H Training Provider:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.I Point of Contact:</th>
<th>4.J E-Mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.K Address:</th>
<th>4.L Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD
This form shall be provided with reimbursement requests to establish linkage between cost documents provided and grant allowability guidance.

FOR MSP/EMHSD USE ONLY:
Date AAF Received by MSP/EMHSD: [ ] Additional Information Requested: [ ] Yes [ ] No
Date Additional Information Requested:                      Date Additional Information Received:      

Grant Allowability Review: [ ] Justification Accepted [ ] Justification Denied

MSP/EMHSD REVIEWER: [ ]  [ ]

Date: 2/27/14

Justification approval means that MSP/EMHSD will work with the subgrantee during an audit to prove allowability under the grant program chosen in section 2.8 based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowible under the grant program chosen in section 2.8. If anything is deemed unallowable during an audit, the subgrantee will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD.

2/12/2014
### Part V - REIMBURSEMENT REPORTING

#### Equipment and Training Reporting

<table>
<thead>
<tr>
<th>5.A Equipment or Training</th>
<th>5.B NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported</th>
<th>5.C NIMS Typed Resource Supported</th>
<th>5.D NIMS Typed Number</th>
<th>5.E # of Personnel Trained for NIMS Typed Teams</th>
<th>5.F # of Typed Teams Trained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>State_Local_Other_use_comment_section</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.G State/Local Typed Resource Supported (If applicable)</th>
<th>5.H Typed Equipment Purchased</th>
<th>5.I Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8 Avatar II robot, battery, controller and charger $111,111.12, camera $33,333.36, extra batteries $3,066.64 Stabilizers $11,111.12, charger adapter $1,333.36, external a/v receiver $19,777.76</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.J Jurisdiction(s)</th>
<th>5.K Amount Expended: $179,733.36</th>
</tr>
</thead>
</table>

#### Project Activity Reporting

| 5.K Amount Expended: $179,733.36 | The Region 6 robot project will provide small deployable robots to Emergency Response Teams and/or Incident Containment teams throughout the Region. This project will place eight robots strategically throughout the Region and will be used to provide real-time intelligence and situational awareness to specialized teams also such as HazMat, RRTs, USAR abd Bomb Squad. The robots will be used for prevention, detection, intelligence gathering, evidence collection and critical incident tactical response. |

<table>
<thead>
<tr>
<th>5.L Completed Activities:</th>
<th>3/3/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable Grant Programs:</td>
<td>Amtrak, CCP, LETPA-SHSP, LETPA-UASI, MMRS, OPSG, PSGP, SHSP, THSGP, TSGP, UASI</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Grant Notes:</td>
<td></td>
</tr>
</tbody>
</table>

| 03OE-05-ROPH Hardware, Rappelling or Rescue Operations, Life Safety |
|------------------------|---------------------------------------------------------------------|
| Description:           | Rappelling/rescue hardware, including ascenders, descenders, friction devices, hand rope grabs, carabiners, plates, racks, etc. (if covered, certified as compliant with NFPA 1983). |
| Applicable Grant Programs: | Amtrak, LETPA-SHSP, LETPA-UASI, MMRS, OPSG, PSGP, SHSP, THSGP, TSGP, UASI |
| Grant Notes:            |                                                                                   |

| 03OE-05-ROPS Software, Rope, Life Safety |
|-------------------------|----------------------------------------|
| Description:            | Includes items such as: Prusik cords, softrope grabs, bags, webbing, rope protection (certified as compliant with NFPA 1983). |
| Applicable Grant Programs: | Amtrak, LETPA-SHSP, LETPA-UASI, MMRS, OPSG, PSGP, SHSP, THSGP, TSGP, UASI |
| Grant Notes:             |                                                                                   |

| (03OE-07) Robots and Remotely Operated Vehicles |
|-----------------------------------------------|-----------------------------------------------|
| 03OE-07-ROBT Robots                            |                                               |
| Description:                                   | Robotic platforms to support various mission areas such as explosive device remediation, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection. |
| Applicable Grant Programs:                     | Amtrak, BZPP, IBSPG, LETPA-SHSP, LETPA-UASI, MMRS, OPSG, PSGP, SHSP, THSGP, TSGP, UASI |
| Grant Notes:                                   |                                                                                   |
| Applicable Core Capabilities:                  | Environmental Response/Health and Safety, Interdiction and Disruption, Mass Search and Rescue Operations, On-scene Security and Protection, Screen, Search, and Detection |

| 03OE-07-UPCD Upgrades, Robots or Remotely Piloted Vehicles |
|-----------------------------------------------------------|--------------------------------------------------------------------------------|
| Description:                                              | Upgrades or accessories to basic robot or RPV platforms, including software upgrades, battery/engine upgrades, arms, drive systems, range extenders, trailers, etc. Mission specific upgrades such as detectors and disrupters are detailed in other sections such as Explosive Tools, Search & Rescue, and Detection. |
| Applicable Grant Programs:                                | Amtrak, BZPP, IBSPG, LETPA-SHSP, LETPA-UASI, MMRS, OPSG, PSGP, SHSP, THSGP, TSGP, UASI |
| Grant Notes:                                              |                                                                                   |
| Applicable Core Capabilities:                            | Infrastructure Systems, Interdiction and Disruption, Mass Search and Rescue Operations, On-scene Security and Protection, Public and Private Services and Resources |

| (03SR) Search & Rescue Equipment                       |
|--------------------------------------------------------|--------------------------------------------------------------------------------|
| (03SR-01) Pneumatic Equipment                          |
| 03SR-01-ABAG Airbag, Lifting, Low or High Pressure     |

Interactive versions of this list, including an integrated AEL/SEL display are available on-line at www.rkb.us.
<table>
<thead>
<tr>
<th><strong>Applicable Core Capabilities:</strong></th>
<th>Community Resilience, Critical Transportation, Environmental Response/Health and Safety, Infrastructure Systems, Interdiction and Disruption, Mass Care Services, Mass Search and Rescue Operations, On-scene Security and Protection, Operational Coordination, Public Health and Medical Services, Public and Private Services and Resources, Screening, Search, and Detection, Supply Chain Integrity and Security</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>19MH-00-CHMS Containers, Hazardous Material Shipping</strong></td>
<td>Hazardous material shipping containers.</td>
</tr>
<tr>
<td><strong>Description:</strong></td>
<td>Storage containers.</td>
</tr>
<tr>
<td><strong>Applicable Grant Programs:</strong></td>
<td>EMPG, EOC, LETPA-SHSP, LETPA-UASI, MMRS, PSGP, SHSP, THSGP, UASI</td>
</tr>
<tr>
<td><strong>Grant Notes:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Applicable Core Capabilities:</strong></td>
<td>Environmental Response/Health and Safety, Interdiction and Disruption, On-scene Security and Protection</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>19MH-00-CONT Containers, Storage</strong></td>
<td>Portable air cylinder carts for carrying spare breathing air cylinders to forward locations.</td>
</tr>
<tr>
<td><strong>Description:</strong></td>
<td>Storage containers.</td>
</tr>
<tr>
<td><strong>Applicable Grant Programs:</strong></td>
<td>EMPG, EOC, LETPA-SHSP, LETPA-UASI, MMRS, PSGP, SHSP, THSGP, UASI</td>
</tr>
<tr>
<td><strong>Grant Notes:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Applicable Core Capabilities:</strong></td>
<td>Community Resilience, Environmental Response/Health and Safety, Interdiction and Disruption, Mass Care Services, Mass Search and Rescue Operations, On-scene Security and Protection, Operational Coordination, Public Health and Medical Services, Public and Private Services and Resources, Supply Chain Integrity and Security</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>19MH-00-CPAC Carts, Portable Air Cylinder</strong></td>
<td>Portable air cylinder carts for carrying spare breathing air cylinders to forward locations.</td>
</tr>
<tr>
<td><strong>Description:</strong></td>
<td>Portable air cylinder carts for carrying spare breathing air cylinders to forward locations.</td>
</tr>
<tr>
<td><strong>Applicable Grant Programs:</strong></td>
<td>EMPG, EOC, LETPA-SHSP, LETPA-UASI, MMRS, PSGP, SHSP, THSGP, UASI</td>
</tr>
<tr>
<td><strong>Grant Notes:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Applicable Core Capabilities:</strong></td>
<td>Critical Transportation, Economic Recovery, Environmental Response/Health and Safety, Infrastructure Systems, Interdiction and Disruption, Mass Care Services, Mass Search and Rescue Operations, On-scene Security and Protection, Public Health and Medical Services, Public and Private Services and Resources</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>19MH-00-CPGC Carts, Portable Compressed Gas Cylinder</strong></td>
<td>Portable carts for transporting gas cylinders (not breathing air) to forward locations.</td>
</tr>
<tr>
<td><strong>Description:</strong></td>
<td>Portable carts for transporting gas cylinders (not breathing air) to forward locations.</td>
</tr>
<tr>
<td><strong>Applicable Grant Programs:</strong></td>
<td>EMPG, EOC, LETPA-SHSP, LETPA-UASI, MMRS, PSGP, SHSP, THSGP, UASI</td>
</tr>
<tr>
<td><strong>Grant Notes:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Applicable Core Capabilities:</strong></td>
<td>Critical Transportation, Economic Recovery, Environmental Response/Health and Safety, Infrastructure Systems, Interdiction and Disruption, Mass Care Services, Mass Search and Rescue Operations, On-scene Security and Protection, Public Health and Medical Services, Public and Private Services and Resources</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>(19SS) Shelter Systems (19SS-00)</strong></td>
<td>[...]</td>
</tr>
</tbody>
</table>

Interactive versions of this list, including an integrated AEL/SEL display are available on-line at www.rkb.us.
Applicable Core Capabilities: Environmental Response/Health and Safety, Interdiction and Disruption, Screening, Search, and Detection

21GN-00-MAIN Maintenance
Description: Vehicle and equipment maintenance packages.
Applicable Grant Programs: BZPP, CCP, EMPG, EOC, IBSP, IECP, LETPA-SHSP, LETPA-USA, MMRS, OPG, PSG, PSIC, SHSP, THSGP, TSGP, UASI
Grant Notes: Maintenance contracts are allowable only for authorized equipment purchased through FEMA grants and/or acquired through the Homeland Defense Equipment Reuse (HDER) Program. See Item 21GN-00-MAIH for information on the HDER Program.

21GN-00-OCEQ Equipment and Supplies, Information/Emergency Operations/Fusion Centers
Description: Necessary equipment and supplies to establish and maintain a Joint Information Center, Emergency Operations Center or DHS recognized Fusion Center (FC). Includes equipment necessary to establish a JIC/EOC/FC (e.g., general office supplies, projector display, portable podium, etc.) that is not specifically covered in other areas of the AEL.
Applicable Grant Programs: EMPG, EOC, LETPA-SHSP, LETPA-USA, SHSP, THSGP, UASI
Grant Notes:
Applicable Core Capabilities: Intelligence and Information Sharing, Interdiction and Disruption, On-scene Security and Protection, Operational Communications, Operational Coordination, Planning

21GN-00-SHIP Shipping
Description: Shipping costs for equipment purchased with grant funding.
Applicable Grant Programs: BZPP, CCP, EMPG, EOC, IBSP, IECP, LETPA-SHSP, LETPA-USA, MMRS, OPG, PSG, PSIC, SHSP, THSGP, TSGP, UASI
Grant Notes:

21GN-00-STAX Sales Tax
Description: Sales tax on equipment purchased with grant funding.
Applicable Grant Programs: BZPP, CCP, EMPG, EOC, IBSP, IECP, LETPA-SHSP, LETPA-USA, MMRS, OPG, PSG, PSIC, SHSP, THSGP, TSGP, UASI
Grant Notes:

Interactive versions of this list, including an integrated AEL/SEL display are available on-line at www.rkb.us.
Monday, August 26, 2013
Full AEL: Page 168 of 169
Grant Notes: Medical equipment, supplies, and pharmaceuticals purchased under this grant program are allowable only to supplement normal stores, in order to provide the surge capacity necessary for CBRNE terrorism response. They are NOT intended for routine use.

Applicable Core Capabilities: On-scene Security and Protection, Public Health and Medical Services

09TR-01-SAIT Simulator, Auto Injector, Training
Description: Training simulator for auto injectors such as CANA and NAAK.
Applicable Grant Programs: Amtrak, LETPA-SHP, LETPA-UASI, MMR, OPSG, SHSP, THSGP, TSGP, UASI
Grant Notes: Medical equipment, supplies, and pharmaceuticals purchased under this grant program are allowable only to supplement normal stores, in order to provide the surge capacity necessary for CBRNE terrorism response. They are NOT intended for routine use.

Applicable Core Capabilities: Environmental Response/Health and Safety, Mass Search and Rescue Operations, Public Health and Medical Services

Section 10 Power

(10BC) Batteries and Power Cells

(10BC-00) ...

10BC-00-BATT Batteries, All Types, Sizes
Description: Batteries for all recommended equipment. Types including, but not limited to Alkaline, Nickel-Cadmium (Ni-CAD), Nickel Metal Hydride (NiMH), Lithium (Li-ion). Form factors such as AA, AAA, C and D cells, 9-Volt, Clamshell.
Applicable Grant Programs: Amtrak, BZPP, CCP, DLSPG, EMPG, EOC, LETPA-SHP, LETPA-UASI, MMR, OPSG, PSGP, PSIC, SHSP, THSGP, TSGP, UASI
Grant Notes: For use only with allowable equipment.

10BC-00-FCEL Cells, Fuel
Description: Fuel Cells.
Applicable Grant Programs: Amtrak, BZPP, EMPG, EOC, LETPA-SHP, LETPA-UASI, MMR, OPSG, PSGP, PSIC, SHSP, THSGP, TSGP, UASI
Grant Notes: For use only with allowable equipment.
Applicable Core Capabilities: Community Resilience, Environmental Response/Health and Safety, Infrastructure Systems, Intelligence and Information Sharing, Interdiction and Disruption, Mass Care Services, On-scene Security and Protection, Operational Communications, Operational Coordination, Physical Protective Measures, Public Health and Medical Services, Public and Private Services and Resources, Screening, Search, and Detection

10BC-00-SOLR Chargers
Description: Including but not limited to solar, natural gas, shore power, etc.
Applicable Grant Programs: Amtrak, BZPP, CCP, DLSPG, EMPG, EOC, LETPA-SHP, LETPA-UASI, MMR, OPSG, PSGP, PSIC, SHSP, THSGP, TSGP, UASI
Grant Notes: For use only with allowable equipment.

Interactive versions of this list, including an integrated AEL/SEL display are available on-line at www.rkb.us.

Monday, August 26, 2013
May 26, 2015

Osceola County EMS

The attached report includes outstanding accounts for the first half of 2015. We have exhausted all effort to collect on these accounts. These accounts have been written off as bad debt and have been turned over to our collections company.

Thank you,

Jamie Cornelius
Billing Specialist

Jeremy Beebe
EMS Director
<table>
<thead>
<tr>
<th>MONTH</th>
<th>W/O AMT</th>
<th># OF ACCTS</th>
<th>RECEIVED FROM COLLECTION AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>24,181.37</td>
<td>57</td>
<td>-33.54</td>
</tr>
<tr>
<td>March</td>
<td>0</td>
<td>0</td>
<td>393.69</td>
</tr>
<tr>
<td>April</td>
<td>0</td>
<td>0</td>
<td>444.46</td>
</tr>
<tr>
<td>May</td>
<td>12,736.32</td>
<td>33</td>
<td>582.82</td>
</tr>
</tbody>
</table>

|           | 36,917.69 | 90         | 1,387.43                       |