



# Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON  
Jeffrey Dontz  
VICE-CHAIRPERSON  
Karen Goodman

Margaret Batzer  
Mark Bergstrom  
Pauline Jaquish  
Gene Lagerquist  
Richard Schmidt

CLERK

Jill Nowak  
(231) 723-3331

CONTROLLER/ADMINISTRATOR

David A. Kieft, Jr.  
(231) 398-3504

## TECHNOLOGY/INFORMATION COMMITTEE MINUTES

Thursday, January 30, 2020  
9:30 a.m.

Manistee County Courthouse & Government Center  
Board of Commissioners Meeting Room

### MINUTES

Members Present: Richard Schmidt, Chairperson and Margaret Batzer

Members Absent: Mark Bergstrom

Others Present: Gordon McLellan, Technology Department; David Kieft, Jr, County Controller/Administrator; Lt. Jason Torrey, Manistee County Sheriff's Office; Pat Heins, Circuit Court Administrator; Eric Sullivan, Veteran's Counselor; Mary Wrzesinski, Register of Deeds; Eric Foreman, Cott Systems; Lindsey Marquardt, Chief Deputy County Clerk

The meeting was called to Order at 9:36 a.m.

**NOTE – Items requiring Board Action are indicated in BOLD**

### PUBLIC COMMENT

None.

### REGISTER OF DEEDS GENEALOGY PROGRAM

Mary Wrzesinski, Register of Deeds, appeared before the committee to request approval of a genealogy program to scan and preserve documents recorded from 1859 through 1991. Eric Foreman with Cott System presented a PowerPoint printout and contract outlining the project. (Appendix E) The project will also include documents from the Probate Court as there are Estate matters that can pertain to the transfer of property.

**Moved by Batzer, seconded by Schmidt to recommend approval of the contract with Cott Systems for the Genealogy Program project in the Register of Deeds office, in the amount of \$124,460.00 plus \$150.00 per month, to be paid for from the Register of Deeds Automation fund. Ayes. All. Motion Carried.**

### **VETERAN'S OFFICE COMPUTER**

Eric Sullivan appeared before the committee to request that the next computer in the rotation for replacement, in his office, be replaced with a laptop. Mr. Sullivan is doing more outreach out in the County and needs a laptop to be able to provide this type of service.

**Moved by Batzer, seconded by Schmidt to recommend approval that a laptop computer may be substituted for a desktop computer, in the desktop computer rotation program, where it may be applicable. Ayes. All. Motion Carried.**

### **BOARD OF COMMISSIONERS iPADS**

Gordon McLellan discussed the replacement of the tablets that the County Board of Commissioners use. The current ones are outdated. Mr. McLellan provided three quotes for the purchase of 10, 10.2" 32gb Apple iPads. (Appendix A)

**Moved by Batzer, seconded by Schmidt to recommend the bid from B&H in the amount of \$2,999.90 for the purchase of 10 (ten) Apple 10.2" 32gs iPads to be paid for from the County Board of Commissioner's Contingency Fund. Line item 216-000-390.001 Ayes. All. Motion Carried.**

Mr. McLellan indicated that with the purchase of the iPads for the Commissioners, it would be nice for all the Commissioners to have a County email address. Mr. McLellan indicated that in order for this to be done, additional Microsoft licenses would need to be purchased, one for each Commissioner.

**Moved by Batzer, seconded by Schmidt to recommend approval for the purchase of 7 (seven) additional Microsoft licenses in the amount not to exceed \$2,500 for the Commissioner iPads, to be paid for from the County Board of Commissioner's Contingency Fund. Line item 216-000-309.001 Ayes. All. Motion Carried.**

### **SCHEDULE 2020 COMMITTEE MEETINGS**

After review of the 2020 Calendar (Appendix D), it was determined that meetings could not be scheduled, at this time, for the entire 2020 calendar year. The next meeting of the Technology/Information Committee will be Thursday, February 27<sup>th</sup>, 2020 at 9:30 a.m.

**REVIEW TECHNOLOGY/INFORMATION COMMITTEE DUTIES FROM THE  
RULES OF ORDER AND PROCEDURES**

Review of the Technology/Information Committee duties from the Rules of Order and Procedures of the Manistee County Board of Commissioners and recommend approval of any necessary changes. (Appendix C) This will be reviewed at the next meeting of the Technology/Information Committee meeting.

Commissioner Batzer left the meeting at 10:31 a.m.

**NETWORK PROVIDER FOR FY 2020/21**

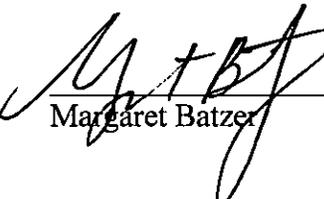
Time did not allow for the discussion of this matter. However, Gordon McLellan indicated that this matter is time sensitive. The matter of network provider for FY 2020/21 will be added to the County Board Agenda for February 18, 2020, for review and consideration by the full Board.

**OTHER ITEMS FROM COMMITTEE MEMBERS**

Gordon McLellan informed the Committee that the website project is moving forward. Departments are to schedule a meeting time, in the County Administration office, to meet with the consultant from CivicPlus. Meetings will be held on February 25, 26 and 27, 2020. These meetings will be the chance for each department to inform CivicPlus what they need or want for their portion of the new county website.

The meeting was adjourned at the Call of the Chair at 10:36 a.m.

  
Richard Schmidt, Chairperson

  
Margaret Batzer

ABSENT  
Mark Bergstrom



MW752LL/A

The Professional's Source

Flash Deal  
DON'T MISS OUT  
Ends In 06:55:45



Hello, Log In  
My Account



Photography Computers Pro Video Lighting Pro Audio Mobile TV & Entertainment Camcorders Surveillance Q&A Accessories Used Specials

Free 2-Day Shipping to Manistee on this order

Order in the next 55:45

MY CART

Move All to Wish List

Remove All

Email

Print



Save the Tax with Payboo+  
on all orders shipped to 49660

Current Total \$3,179.89  
Payboo Card Savings -\$179.99  
Cost After Savings \$2,999.90

Learn More



Apple 10.2" iPad (Late 2019, 32GB,  
Wi-Fi Only, Silver)

In Stock  
Ready to Ship

10

\$299.99

B&H #APIPW32510 • MFR #MW752LL/A

Free 2-Day Shipping

Accessories

Available

Savings

2-Year AppleCare+  
Protection Plan for  
iPad/iPad mini

\$69.00

Details | Add

Save for Later

Remove

Item Total:

\$2,999.90

Cart ID: #17203065629

Saved for Later

Stash ideas here, commitment-free!

Any items you "Save for Later" will appear here

ESTIMATE SHIPPING & TAX

NYC SuperStore Pickup See Details

UNITED STATES

Zip Code 49660

Eligible for FREE Shipping

Subtotal: \$2,999.90

Shipping FREE

Est. Tax \$179.99

Total \$3,179.89

12 Month Promo Financing Available

Begin Checkout

or

Express Checkout

30-Day Returns See conditions

Helpful Links  
Shipping Information

A-2

# QUOTE CONFIRMATION



DEAR GORDON MCLELLAN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LFBC329	1/22/2020	APPLE 10.2IN IPADS	4361123	\$3,252.30

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
Apple 10.2-Inch iPad Wi-Fi - 7th generation - tablet - 32 GB - 10.2"	10	5749384	\$325.23	\$3,252.30	
Mfg. Part#: MW752LL/A					
UNSPSC: 43211509					
Contract: MARKET					

PURCHASER BILLING INFO		SUBTOTAL	
<b>Billing Address:</b> MANISTEE COUNTY ACCOUNTS PAYABLE 415 3RD ST MANISTEE, MI 49660-1685 Phone: (231) 723-4575 Payment Terms: Net 30 Days-Govt State/Local			\$3,252.30
		<b>SHIPPING</b>	\$0.00
		<b>SALES TAX</b>	\$0.00
		<b>GRAND TOTAL</b>	\$3,252.30
DELIVER TO		Please remit payments to:	
<b>Shipping Address:</b> MANISTEE COUNTY GORDON MCLELLAN 415 3RD ST MANISTEE, MI 49660-1685 Shipping Method: UPS Ground (2- 3 Day)		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Stephen Rooney	(877) 863-3197   steproo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/contact/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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PCM-G  
6450 Poe Ave, Suite 200  
Dayton, OH 45414

Quote Number: 3580501  
Description: Apple Ipad with 32gb silver  
Contact Name: Gordon McLellan  
Contact Email: gordon@manisteecountymi.gov  
PO Number:  
Phone Number: (231) 398-3504  
Ship Via: Best Way - Ground

Created By: Ronald Walters  
Created Date: 01/21/2020 02:05:24 PM  
Modified By: Ronald Walters  
Modified Date: 01/21/2020 02:05:24 PM  
Order Notes:

**BILL TO**  
MANISTEE COUNTY (10008871)  
415 THIRD STREET  
MANISTEE MI 49660  
Phone Numbers: (231) 398-3500

**SHIP TO**  
MANISTEE COUNTY (10008871)  
ACCOUNTS PAYABLE  
415 THIRD STREET  
MANISTEE MI 49660

**QUOTE ITEMS**

System 1	Description	Avail	Qty	Price	Ext Price
	10.2-inch iPad (7th generation) Wi-Fi 32GB - Silver Mfr: Apple Computer   Mfr #: MW752LL/A	3494	10	319.99	3,199.90

System Subtotal in USD: 3,199.90  
 Subtotal in USD: 3,199.90  
 Best Way - Ground Shipping: 0.00  
 Total Tax: 0.00  
 Total: 3,199.90

Quote is valid until 01/31/2020

Thank you for giving PCM-G the opportunity to quote you these items.  
 We look forward to doing business with you in the future.  
 Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the Invoice.  
 Availability is based on ETAs provided by the vendors on the day this quote was generated.  
 If you have any questions regarding your order, contact your Account Representative Ron Walters.

[ronald.walters@pcmg.com](mailto:ronald.walters@pcmg.com)  
 (855) 528-6504

Times listed are Pacific Standard Time (PST).

# APPENDIX B



Manistee County

Matt Hoyt  
Regional Account Director  
231 631 6020  
[mhoyt@pfnllc.net](mailto:mhoyt@pfnllc.net)  
January 13, 2020

PFN Services Quote for review  
60 Month Pricing

The following services are all quoted as individual services and can be bought as needed. However, the initial "fiber drop" below is necessary for any service to be installed.

**PFN HyperPort Core Internet Access Service**

PFN HyperPort Core Internet Access  
(circuit size options)

1527 East Parkdale Avenue Manistee, MI 49660

Circuit Size	Service Pricing	CCF Discount 25%	Service Pricing	Service	
				With CCF-911 Discount 25%	Install
100M	\$ 530	\$ 133	\$ 398	\$ 398	\$ 775
				Total Monthly	

\*CCF-Community Critical Facility

**Notes:** PFN to provide IP addresses /29 provided with service  
(Due to the shortage of IP addresses, we need a justification form for address quantities over 1, PFN will assist with this)  
HyperPort is symmetrical, core service, full availability  
Service can be split into smaller ports delivered to any PFN on-net site  
Service delivered on PFN *fully redundant, ring protected* backbone network

B-2

**Manistee County**

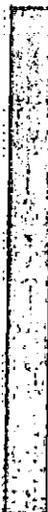
<u>HyperNet Pricing with Discount</u>	<u>Construction Cost Prorate</u>	<u>Total Circuit Monthly</u>	<u>Service Install</u>
\$ 450	\$ 97	\$ 547	775

Construction Cost to Customer

\$ 2,771
\$ 1,898
\$ 4,669
\$ 97
(ve)



B-3



Matt Hoyt  
Regional Account Director  
231 631 6020  
mhoyt@pfnlc.net  
January 13, 2020

PFN Services Quote for review

60 Month

1G Transport  
Site Locations

A: 1527 East Parkdale Avenue Manistee, MI 49660  
Z: 415 3rd St, Manistee, MI 49660

Circuit Size      HyperNet Pricing      CCF Discount  
1G      \$ 600      \$ 150

PFN Fiber Drop

(required for first service, all others will ride on this same drop)

415 3rd St, Manistee, MI 49660-Courthouse  
395 3<sup>rd</sup> St, Manistee, MI 49660

Drop  
Construction  
\$ 9,238  
\$ 7,591

Construction Fee - Purchased as one-time CAPEX      Option 1      \$ 16,829

Construction Fee - Purchased as monthly-recurring OPEX      Option 2      \$ 351

(this is an optional purchase arrangement, not additional. You can elect to pay the Option 1 rate to lower your monthly cost as shown abc



Matt Hoyt  
Regional Account Director  
231 631 6020  
[mhoyt@pfnlc.net](mailto:mhoyt@pfnlc.net)  
January 13, 2020  
60 Month Term

PFN HyperPort Internet-100M	\$	398
1 Gig HyperNet Transport	\$	450
Construction Costs:	\$	97
<b>Total MRC</b>	<b>\$</b>	<b>945</b>

## APPENDIX C

3. Public Safety Committee. This Committee may review and make recommendations in operations and policy. It shall be the duty of this committee to work in conjunction with Administration to study and advise the Board with respect to matters which otherwise are not covered by the Ways & Means Committee or the Physical Resources Committee. Functional areas of responsibility include Emergency Services, Sheriff's Office, Secondary Road Patrol, Marine Patrol, Jail, Animal Control, 9-1-1/Central Dispatch and other public safety operations.
  4. Technology/Information Committee. This Committee shall assess and evaluate present computer equipment and systems. Plan for upgrades in software and uniformity in systems. Plan for Internet service County-wide (broadband) and microfilming and/or best method of preserving records. Continue work in G.I.S. systems.
  5. Executive/Joint Court Committee. This Committee's functional areas of responsibility will include issues regarding County Administration, County Clerk, Prosecuting Attorney, Register of Deeds, County Board, Circuit Court, Friend of the Court, District Court, Probate Court, Child Care Fund, Law Library, Elections, Resolutions and shall serve as the Joint Court Committee with Benzie County.
  6. Personnel Committee. This Committee shall review and make recommendations for policy and programs in the areas of personnel, classifications, collective bargaining, compensation, fringe benefits and employee grievances. Also maintains a central policy handbook and the Board Rules and Procedure handbook.
  7. Green Team/Recycling Committee. This Committee shall be responsible for all solid waste and recycling-related issues and focuses on conservation and energy reduction techniques. The Committee is also part of the Energy Fair Advisory Board.
  8. Regional Summit Committee. This Committee will plan a Regional Summit at least once per year, using a facilitator (new each time). Move meetings around the County. Also in charge of Employee Recognition Dinner - with a goal of 75% attending.
- C. Special Assignments. There shall be, in addition to the standing committees, such other special assignments as the Chairperson, from time to time, may appoint and establish subject to approval of the Board. The membership of all such special assignments shall automatically be vacated upon the succession to office of a new Chairperson to the Board. Such assignments include, but are not limited to, the following:
1. Planning Commission

# APPENDIX D

2020

## January

S	M	T	W	T	F	S
	1	2	3	4		
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	<del>20</del>	21	22	23	24	25
26	27	28	29	30	31	

## February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	<del>17</del>	18	19	20	21	22
23	24	25	26	<del>27</del>	28	29

## March

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	<del>10</del>	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## May

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3	4	5	6	7	8	9
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24	<del>25</del>	26	27	28	29	30
31						

## June

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## September

S	M	T	W	T	F	S
	1	2	3	4	5	
6	<del>7</del>	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## October

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	<del>11</del>	12	13	14
15	16	17	18	19	20	21
22	23	24	25	<del>26</del>	<del>27</del>	28
29	30					

## December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	<del>24</del>	25
26	27	28	29	30	31	

# Manistee County LCRC

Protecting a part of Manistee's History

Register of Deeds / Probate Registrar

Appendix E

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## Goals for this project

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1. Preserve original documents (deeds) recorded from 1859 thru 1991.
2. Achieve timely completion – time is of the essence.
3. Provide anytime, anywhere access for the public and county staff.
4. Use our Technology Fund in the most cost efficient and effective way.
5. Establish subscription based access to documents to produce revenue for the county.
6. Do not create an administrative burden on the ROD.

## Existing Documents are at risk – 1958 – 1991

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- ROD land records are stored in unprotected vault.
- Probate records are stored in 2<sup>nd</sup> floor closet.
- All available to general public without oversight.
- No existing backup or recovery from lost.

## 1859 – 1991 Documents are difficult to access

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- Requires physical access.
- Increase foot traffic in ROD and Probate office.
- Wear and tear to books and paper.
- Heavy books for elderly or physically challenged folks
- Chance of stolen pages.

# Our solution

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## Step 1 – Scanning

- All scanning will be performed onsite.
- Pages in bound books will not be removed for scanning. Book is preserved.
- Quality Control is performed at Cott Systems. Re-scans as necessary.

## Step 2 – Build Index Logic

- Create alpha breakdowns to mimic logic of original indexes

## Step 3 – Deploy application in Tier 4 data center in Columbus, OH

- Determine subscription plans for public use.
- Application Training of staff and public.

## Our solution

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### RECORDhub eCommerce Gateway

- Cott Systems provides all administrative and subscriber support services.
- County receives monthly revenue from public access.
  - County receives 100% of print revenue.
  - Parties share subscription revenue - 60% County, 40% vendor.
- Public User licenses provided to other Manistee County departments at no charge.

## Project Costs

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Total Price : \$124,460 plus \$150 per month

### GOALS

- ✓ Preserve documents
- ✓ Timely completion
- ✓ Anytime & anywhere access
- ✓ Cost efficient
- ✓ Create ongoing revenue
- ✓ No administrative duties for ROD

# **cott** **systems**

Thank you for your consideration!

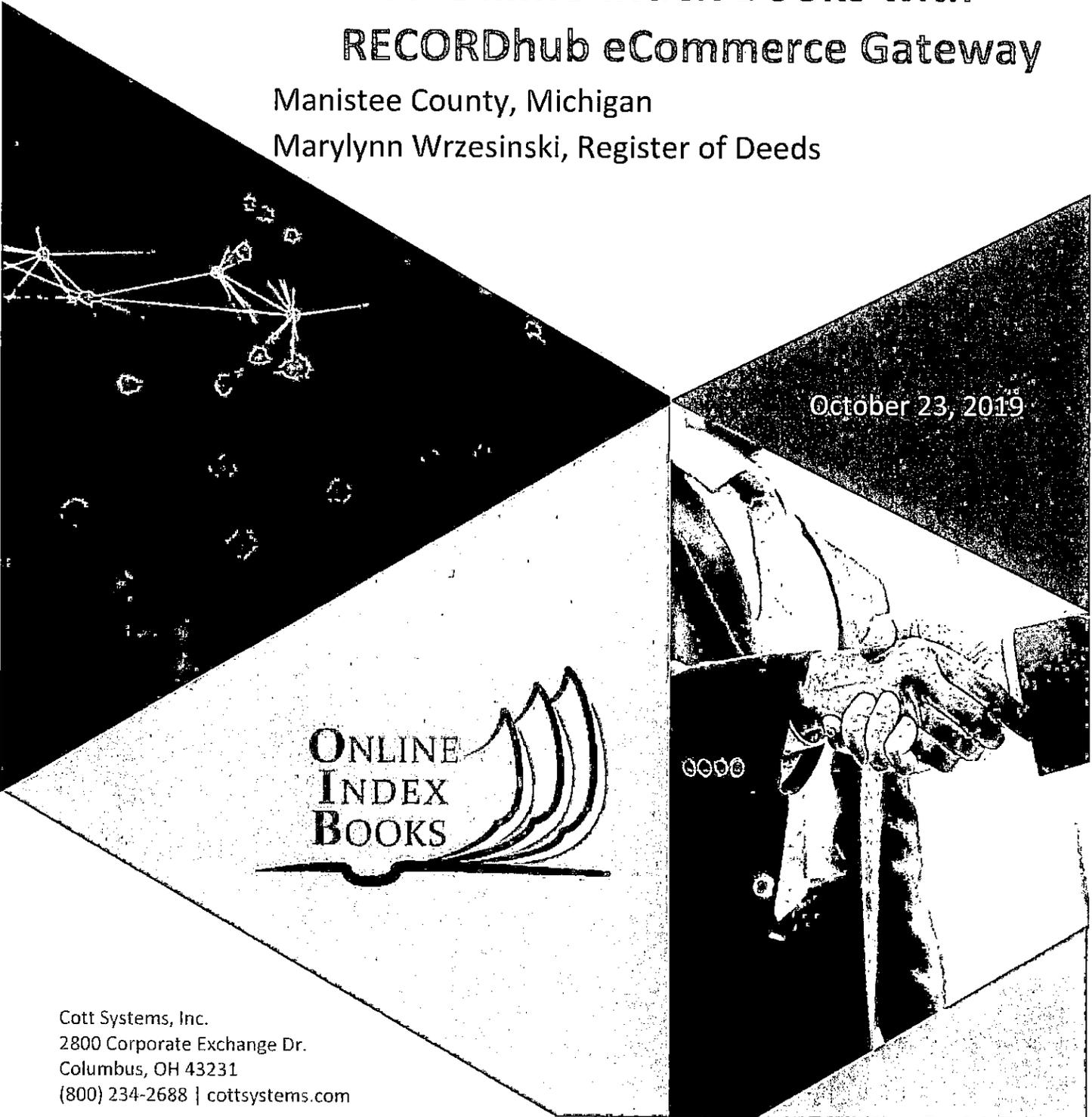


Contract for

# Hosted Online Index Books with RECORDhub eCommerce Gateway

Manistee County, Michigan

Marylynn Wrzesinski, Register of Deeds



Cott Systems, Inc.  
2800 Corporate Exchange Dr.  
Columbus, OH 43231  
(800) 234-2688 | [cottsystems.com](http://cottsystems.com)

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## SECTION 1: Terms and Conditions



### MASTER AGREEMENT FOR PRODUCTS AND SERVICES

This **Master Agreement for Products and Services** ("Master Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and Manistee County, Michigan ("Customer").

Cott will provide, and Customer will acquire, the products and services described in any applicable Addendum(s) to be executed by the parties. One or more Addendum(s) may be executed at any time during the term of this Master Agreement and will become part of, and be incorporated in, this Master Agreement at the time of execution.

#### **TERMS AND CONDITIONS**

1. **Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.
2. **Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
3. **Conditions.** The Master Agreement, any Addendum(s) Executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Master Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision.

Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Master Agreement, any Addendum or part thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.

4. **Authority.** By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
5. **Confidentiality.** "Confidential Information" means any object code and machine-readable copies of any Cott software, written materials ("Documentation"), information, specifications, trade secrets, viewable pages, screen shots or other images of the "Service" (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.
7. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
8. **Assignment; Successors.** This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master Agreement, their respective successors, and assigns; provided, however, that neither the Master Agreement and Addendum(s),

nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

- 9. **Electronic Delivery.** This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Master Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.
- 10. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
- 11. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written confirmation of receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Master Agreement. Each party must notify the other party of any change in address for notices.
- 12. **Governing Law.** The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Ohio state law.
- 13. **Warranty.** Other than any express warranties set forth in the Master Agreement or any applicable Addendum, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

- 14. **Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s). No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
  
- 15. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
  
- 16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; and d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.  
  
**Material Breach by Cott.** Customer may terminate an Addendum if Cott materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: Cott's failure to reasonably perform its obligations hereunder. Such termination shall relieve Customer's obligation to pay fees accrued or sums due and remaining unpaid under the Addendum.
  
- 17. **Early Termination.** Customer may terminate an Addendum by providing ninety (90) calendar days written notice to Cott. Customer shall pay one hundred percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs ninety (90) calendar days after Cott's receipt of the termination notice.
  
- 18. **Service Renewal.** Customer will be provided a new Agreement with any adjusted fees at least ninety (90) calendar days prior to the expiration of the then current term. Customer may elect not to renew by providing Cott written notice of non-renewal at least ninety (90) calendar days prior to the scheduled expiration of the then current term. If a new Agreement has not been executed and written notification of non-renewal has not



been provided prior to the expiration of the then current term, this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees.

- 19. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.
- 20. **Non-Solicitation.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

The Terms and Conditions, attached herein, govern the provision of products or services by Cott under this Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Master Agreement to be effective as of the date it is signed by both Cott and the Customer.

Manistee County, Michigan  
(County, Parish, Town)

**COTT SYSTEMS, INC.**

**CUSTOMER**

Deborah A. Ball 10/23/2019  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

Deborah A. Ball  
(Print Name)

\_\_\_\_\_  
(Print Name)

Chief Executive Officer

\_\_\_\_\_  
(Print Title)

Rose Byrd  
(Attest)

\_\_\_\_\_  
(Attest)

Customer acknowledgement required on additional page(s.)

Please digitally sign and initial; or print, sign, and initial original copy.  
 Once contract is signed, please fax or email the entire contract to Cott.  
 To: **Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com**

## ONLINE INDEX BOOKS HOSTED SERVICES ADDENDUM

This **Online Index Books Hosted Services Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Manistee County, Michigan ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

- 1. Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year.
- 2. Services.** During the term, Cott will host and make available to Customer the service specified and described (the "Service"). The Service may be used only by current employees, staff, public searchers and authorized officials of the Customer and only in accordance with any use limitations specified (collectively, the "Limitations on Use"). Cott will make available through the Service online user help instructions and provide written materials as deemed applicable by Cott in connection with the deployment of the Service (the "Documentation").
- 3. Customer Link.** Customer is responsible for procuring and maintaining a high capacity internet service line and any specified security measures according to the specifications (the "Customer Link") in order to ensure proper transmission of the Service. Customer is required to have current anti-virus protection on all workstations that update the Hosted System. Cott relies on the Customer during the initial implementation and throughout the service term to verify from time to time that their internet service is properly functioning. Wireless connections in Customer's office are not supported.
- 4. Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing of the Customer's data and images on the Hosted System. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable portion of Customer's website customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.
- 5. Customer's End-Users.** Customer will support all queries and training required by Customer's end-users. Customer's end-users are not covered by this Service or by Cott Customer Support. This includes, though not limited to, public searchers and internet users of Customer's system. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require all end-users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system.

Cott and Customer agree that end-users are not permitted to copy data and images in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect both parties' internet bandwidth capacity and the Customer's data and images.

6. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
7. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
8. **Service Availability.** Excluding certain conditions such as those listed below, Cott will provide 99.5% uptime for the Service. Conditions that are not covered under Service Availability include: a) Connectivity provided by Customer's internet service provider; b) Uptime/reliability of Customer's network; c) Uptime of Customer's hardware; d) Scheduled outages or Maintenance; e) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.
9. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Customer and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott also reserves the right to interrupt the Service for unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.
10. **Updates.** Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the performance of the Service. This includes running an optimization procedure on each hosted station to increase operational efficiencies and performance.
11. **Capacity of the Service.** The Service will be housed on servers and other equipment controlled and maintained by Cott (the "Hosted System"). The Capacity of the Service provided to Customer in this Addendum is impacted.

by a number of "Storage Factors" such as: the number of users, annual filing volume, number of instruments, images, and number of Customer database transactions. If at any time Cott determines Customer has exceeded the Capacity of the Service by an increase in Storage Factors, Cott reserves the right to increase Customer's fee accordingly. Cott will inform Customer of the price increase prior to issuing an invoice.

- 12. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's data center to protect Customer's data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
- 13. **Defect Warranty.** Cott warrants that the Service will perform as intended. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, software or networks or a deficiency in the Customer Link.
- 14. **Implementation.** There will be a scheduled time for Cott to install the Service. Customer acknowledges that implementation delays requested by the Customer may cause Customer to incur additional fees.
- 15. **Training.** Cott will provide training to the Customer on the operation of the Service. Cott will make available through the Service online user help instructions and Documentation as deemed applicable by Cott in connection with deployment of the Service. Customer acknowledges that additional charges will apply for training requested by the Customer that is beyond what is outlined.
- 16. **Customer Support.** Cott's Customer Support program is included in the hosted service offering and contains two elements as it relates to Cott provided products: 1) Cott provides customer support services and, 2) Cott provides software update services. Provided Customer is not then in breach of their contract or delinquent in payments, the Customer Support program provides Customer with unlimited phone support and unlimited remote connection support by way of a central contract person at the Customer site. The Customer Support program also entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support

where the reported issue is deemed a 'bug'. Releases are a group of enhancements to the current version of the existing software modules and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades at Customer's site that are necessary in order to install and run the Releases will be the responsibility of the Customer.

17. **Fees.** Cost of the Service ("Fees") during the Term are specified. Ongoing Monthly Fees will begin on the first (1<sup>st</sup>) of the month following the date the Service is active ("Go-Live Date") and then will be subsequently invoiced in advance of services rendered. Customer acknowledges there is a limited time to implement the software and, in the event, not all the software is installed at the time of the initial implementation, Cott will begin invoicing Customer for the total fees for the all software specified within ninety (90) calendar days of the initial Go-Live Date.
18. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of the Service by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

**X Customer Acknowledgement:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## RECORDhub SERVICE ADDENDUM

This RECORDhub Service Addendum ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Manistee County, Michigan ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's Master Agreement for Products and Services.

RECORDhub offers online search access to the indexing systems of participating recording jurisdictions where copies of publicly recorded index data and images ("Data") are available through subscriptions utilizing a user profile with various access and payment options ("Service"). The Service provides the Customer's external internet search users ("Users") with the ability to connect and subscribe to a software search application which stores the Customer's records on a shared infrastructure through the internet, ("Cloud"). The Cloud based Service provides secure public internet access to Data of the Customer's choosing and is funded by Users. Each recording jurisdiction has their own fee schedule that adheres to their State, and their local statues. Incorporating Data from many jurisdictions allows Users to receive both the convenience and the value of substantial amounts of Data in one location, combined with one centralized accounting for subscription and search activity.

### TERMS AND CONDITIONS

- 1. Term.** This Addendum will begin when it is signed ("Executed") by Customer and be binding for the full period the Service is active ("Term").
- 2. Data Presented.** Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information within the Data. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy, completeness or quality of the Customer's Data passing through, obtained through or resident on the Service. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any Data input errors. Data available consists of records that the Customer has indicated are available for general public viewing via the service. These steps are performed and controlled by the Customer at each individual recording jurisdiction and are not within the control of Cott. Customer will permit Cott to include in the viewable portion of the search site customary terms of use applying to Customer's Users, and any provisions reasonably required by Cott as needed. Cott acknowledges Data or search results from the Service are not an official record.
- 3. Users.** Use of the Service will be subject to Terms of Use and other conditions set forth on the site. Customer will address support queries from Users as it relates to Data content or explanation of search. Customer is required to designate a primary support contact in their office with whom Cott Customer Support personnel may interact. Cott will support site access queries from Users specifically with subscriptions and purchasing images as it relates to access, financial transactions associated with the Service and delivery of purchased Data, Cott is NOT responsible for addressing queries from Users about searching data or interpreting any Data. Cott is responsible for establishing, managing and monitoring accounts with such Users and will require all Users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use

of Customer's system. Cott and Customer agree that Users are not permitted to copy Data in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect internet bandwidth capacity and the Customer's Data. The payment processing account or internet merchant account which enables Users to pay fees or charges incurred in the use of the Service is provided by an independent vendor. Neither the Customer nor Cott is responsible for the conduct of the vendor including the collection, storage or confidentiality of Users' personally identifiable information. Cott does not store personally identifiable information on its servers.

4. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, domain name for RECORDhub or written materials ("Documentation"). Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's Data stored by the Service. Cott will have sole authority regarding the design, look and feel of the RECORDhub site. Customer grants Cott the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Service and any advertising or associated marketing materials. Customer grants Cott a worldwide right and license to use, reproduce, distribute, transmit and publicly display Data in connection with the RECORDhub Service and operation of the Service. The Service is hosted on behalf of the Customer by Cott.
5. **Disclaimer of Warranty.** RECORDHUB AND THE DATA ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF DATA DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
6. **Service Availability.** Excluding certain conditions such as those listed below, Cott will provide 99.5% uptime for the Service. Conditions that are not covered under Service Availability include: a) Connectivity provided by User's internet service provider; b) Uptime/reliability of User's network; c) Uptime of User's hardware; d) Scheduled outages or Maintenance; e) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.
7. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Users and is completed during non-working hours, typically scheduled to occur at night

and/or on the weekend. Cott also reserves the right to interrupt the Service for unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.

8. **Service Updates.** Updates to maintain and optimize the performance of the Customer's land records software will be scheduled by Cott. These updates may also include software enhancements. The Customer will accept and receive all updates in order to continue using the RECORDhub Service.
9. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's data center to protect Customer's Data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's Data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected Data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
10. **Defect Warranty.** Cott warrants that the Service will perform as intended. Should Customer identify a deficiency, Customer shall give Cott prompt notice. If Cott determines that the Service is not performing as intended, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the error and will not be considered in breach if Cott commences to cure, and diligently proceeds towards the remedy of, the deficiency within such period. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times. The warranty does not apply if malfunctions or errors are caused by defects in User's associated equipment, non-Cott software, networks, or a deficiency in Customer's internet link.
11. **Training.** Cott will make available through the Service online user help instructions and documentation as deemed applicable by Cott in connection with the Service.
12. **Fees.** Any applicable fees for the initial setup will be paid to Cott by Customer. Any banking fees incurred such as a change or return notification will be deducted from the next monthly payment to the Customer. RECORDhub fees will be paid by Users and will be mutually agreed upon by Cott and Customer based on the Exhibit For Subscriptions And Rates. Each RECORDhub fee transaction will include a convenience fee that applies equally to all Users. Cott is responsible for fees associated with maintaining a payment processing account and an internet merchant account.
13. **Revenue.** Revenue is generated by search access subscriptions and search or image print results requested by Users ("Revenue"). Rates for subscriptions and results will be mutually set by Cott and Customer and will comply with any applicable state legislation regarding the amount of revenue a jurisdiction can collect. Convenience fees are a) applied to each RECORDhub fee transaction, b) are not counted as Revenue and c) are set solely by Cott. Revenue generated by the Service during the Term will be paid to the Customer as outlined on the Order Summary page and Cott will strive to pay the Customer by the 15<sup>th</sup> business day of the month for



activity that occurred the previous month. Cott will have the authority to adjust fees to Users from time to time but will do so in consultation with Customer.

14. **DIS Project.** At the Customer's discretion, the revenue payable to the Customer may be applied towards future Cott Data and Image Service projects ("DIS Projects"). Any such designation will be specified on the Order Summary page and will show on the Customer's account at Cott as a credit. DIS Projects include reindexing projects using an existing index, historical indexing projects using original records, backfile conversion projects for records and Online Index Book projects, any of which may involve scanning of hardcopy indexes or record books or digitizing of microfilm, microfilm jackets or aperture cards.

15. **Termination.** In the event of any Service termination, no refunds to Users will be made. Customer is entitled to receive payment for Services through date of service termination.

X Customer Acknowledgement: \_\_\_\_\_ Date: \_\_\_\_\_



## ADDENDUM FOR ONLINE INDEX SERVICES

This Addendum for Online Index Services ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Manistee County, Michigan ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's Master Agreement for Products and Services.

1. **Service.** Cott will electronically capture, where applicable, and catalog pages from the index books and/or index cards and/or record books along with, where applicable, the associated key tables, sub index, charts or tabs, and create setout names, alphabetical breakdowns or numeric breakdowns for the index book pages and/or index cards where appropriate, as specified. The electronic pages of the book(s) will be examined for quality and readability, and pages will be numbered to allow for linkage between index book and/or index card entries and record book entries where applicable.
2. **Source.** The source of index and record book images and/or index card images, may include, though is not limited to, microfilm, microfiche, aperture cards, CD/DVDs containing information in .TIF format and original hardcopy index and record books and/or index cards. Project efforts may include onsite scanning from original books and/or index cards, and if so, would be specified. While Cott will use reasonable efforts to provide a quality image, Customer is responsible for ensuring that the quality of captured index and record books pages and/or index cards is acceptable.
3. **Fees.** The fees are set forth in the "Fees" and "Payments" sections.
4. **Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer all fees associated with images processed or imported to the date that Cott receives the notice (even if Go-Live has not occurred yet).
5. **Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the information made available through this service. Cott will not remarket or claim ownership of the information.
6. **Information Presented.** While Cott's systems allow for excluding certain information from being viewable when accessing Customer's base system utilizing Online Index Books or Online Books, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Online Index Books system or the Online Books. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards and any information input errors.
7. **Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION MADE AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE INFORMATION OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF



**ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.**

- 8. Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of services by Cott under this Addendum and any Schedules executed by Cott and Customer hereunder from time to time.

**X Customer Acknowledgement:** \_\_\_\_\_ **Date:** \_\_\_\_\_

E-210

## SECTION 2:

### Service Level Agreement, Customer Support



## SERVICE LEVEL AGREEMENT FOR COTT SYSTEMS HOSTED SOLUTIONS

### Service Level Commitment

Cott Systems commits to provide 99.5% uptime with respect to the Customer's Service during each month of the Term, excluding regularly scheduled maintenance times. Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the Service.

Certain conditions deemed to be not under Cott's control shall not be covered under this Service Level Agreement. These conditions include, but are not limited to:

- Connectivity provided by Customer's ISP (example, the customer link)
- Uptime or reliability of Customer's network
- Uptime of Customer's hardware
- Other scheduled outages
- Packet loss
- Problems with underlying network providers: network or applications, equipment of facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure (see Addendum) or local access provider outages or service interruption.

### Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time will typically be scheduled a week in advance, scheduled to occur at night on the weekend, and take less than 10 hours per quarter. Cott Systems provides notice that every Sunday night from 10:00 PM - 10:30 PM EST is reserved for routine scheduled maintenance as needed.

Cott Systems reserves the right to take down the service for unscheduled maintenance at any time. Such unscheduled maintenance will be counted against the uptime guarantee.

### Updates and Notices

This Service Level Agreement may be amended by Cott Systems only after providing 30 days advance notice. Notice will be communicated to the person designated as Administrator of your system or of your Cott System's account. Notices will be delivered by e-mail, or on the authentication screen of your software portal.



Customers to accept /receive updates as Cott deems necessary to appropriately maintain & optimize the hosted environment. This will help us keep customers on the same version in this environment.

Customer is responsible for antivirus protection on stations that update the hosted site with index data and/or images.

**Services Cott Provides**

- Management of server infrastructure to support the Cott software applications in the hosted environment, including:
  - Assure maintenance and warranty coverage.
  - Manage all security and software updates for all hardware and systems contained within the hosted environment.
  - Manage disaster recovery backups.
  - Maintain high availability & redundancy.
- Support access and utilization of the Cott software applications in the client's environment, including:
  - Assisting Customer's IT resources in resolving issues with printers, search stations, etc.

**Services Customer Provides**

- Equipment in the Customer's office, and inclusive of managing antivirus software provisions.
- Manage and support in the Customer's office all configuration of network, internet, firewall, search stations, and other client-owned technology.

### Customer Support Service Levels

All Customer issues are recorded and responded to using service level (priority) criteria. The table below depicts Cott's current service level categories.

#### Definition of Terms:

**Respond Time:** The time it takes to assign the issue to a Customer Support specialist.

**Resolve Time:** The time it takes to completely resolve the issue.

*Resolve times are estimated for items that can be resolved between the Customer and our Support team. An issue that requires changes to our application software must go through Development and Quality Assurance teams and takes longer to resolve. Times vary depending on the circumstances (i.e. complexity, connectivity, 3<sup>rd</sup> party support, etc.).*

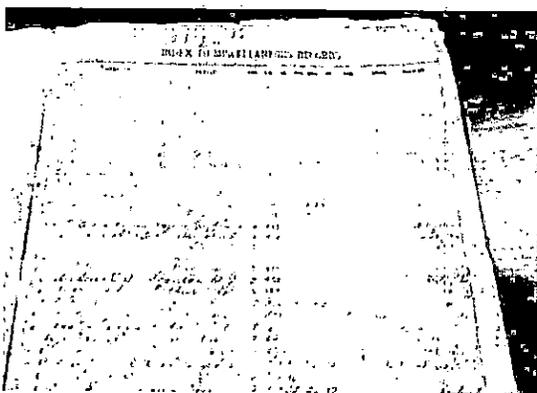
Level	Definition	Estimated Respond & Resolve Times	Examples
<b>Priority 1 (High)</b>	Problem/Request that is significantly impacting office workflow to the point of zero productivity; there is no workaround.	0-30 min. Respond 0-6 hrs. Resolve	Server is not functioning. Customer cannot record documents. Search is not working. Indexing viewable but images are not in eSearch.
<b>Priority 2</b>	Problem/Request significantly impacts office workflow; generally there is a workaround. Issue involves data integrity.	0-2 hrs. Respond 0-3 Days Resolve	Search is inaccurate. Backup is not functioning. Auto Redaction is not working. eRecording errors. Unable to balance fees.
<b>Priority 3</b>	Problem/Request has minimal impact on office workflow.	0-1 Day Respond 0-5 Days Resolve	Error that still allows the office to work. Able to print but printing on wrong printer. Incident request from Customer.
<b>Priority 4</b>	General inquiries not impacting office workflow.	0-5 Days Respond 0-30 Days Resolve	Customer needs assistance when issue reoccurs. Waiting to duplicate error.
<b>Priority 5 (Low)</b>	Change / Enhancement requests. Or, other types of requests that require careful planning or significant resource time.	To Be Determined	Enhancement requests. Problem is resolved, want to leave it open to monitor.

# SECTION 3: Order Summary

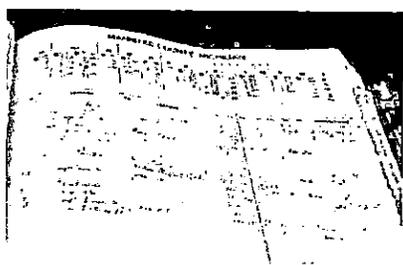


## 1. Online Index Books with Records.

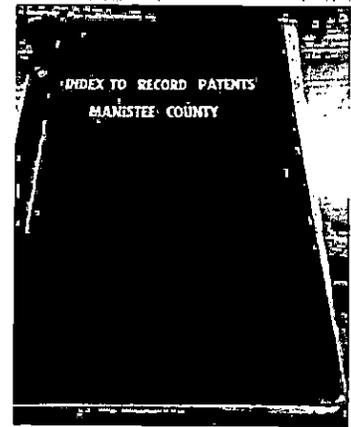
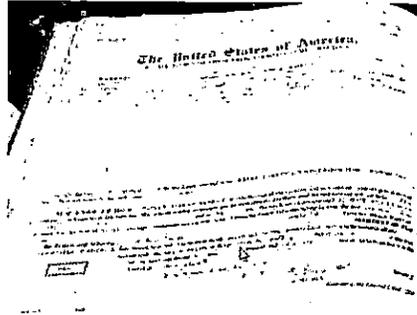
- Miscellaneous Indexes, 1859 – 1991, loose volumes (16), bound volumes (2).
  - Records for Misc. Books Transcript, Misc. Books, Right of Ways, volumes 1 – 10, 14 – 22, 29, 33; bound volumes (10), loose volumes (2).



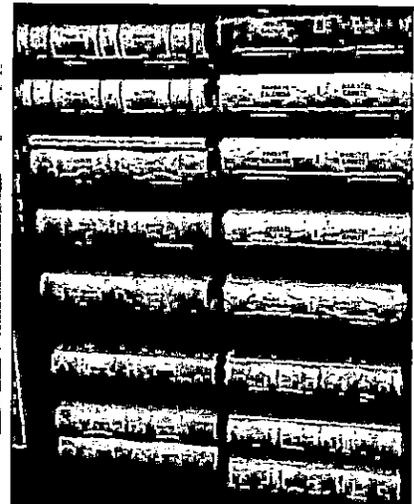
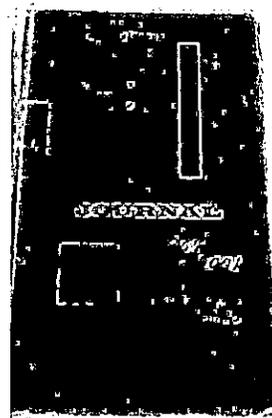
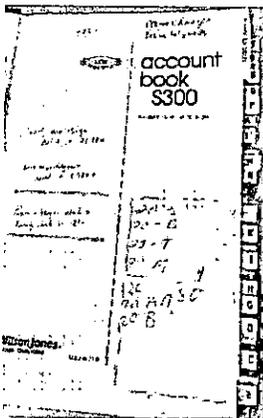
- Index to Deeds, Grantee 1 – 16, Grantor 1 - 16, 1856 – 1991, loose volumes (31), bound volumes (3).
- Index to Deeds, 2, Grantor and Grantee, 1870-1887, bound volume (1).
- Index to Deeds, Transcripts 2 & 3, Grantor, Grantee, bound volumes (2).
  - Deed Records 1 – 261, loose volumes (207), bound volumes (54).



- Index to Patents, bound volume (1).
  - Bound Patent record volumes (3), 1800s -

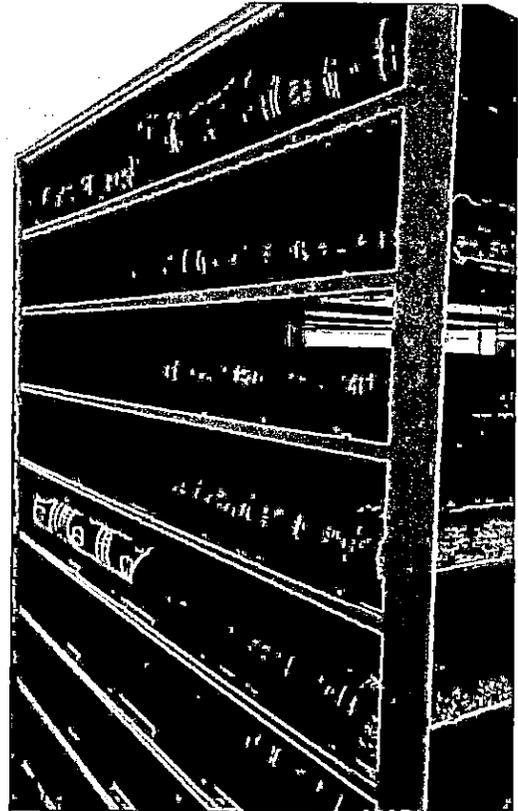
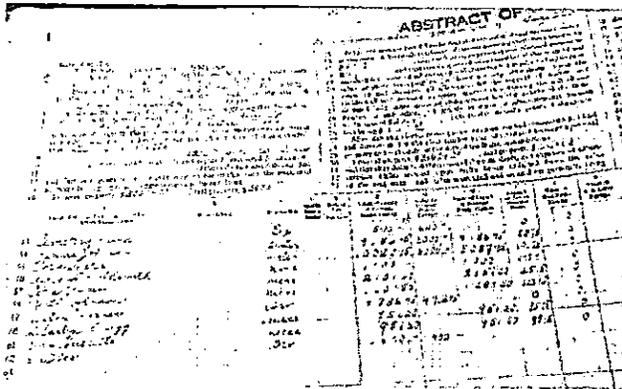
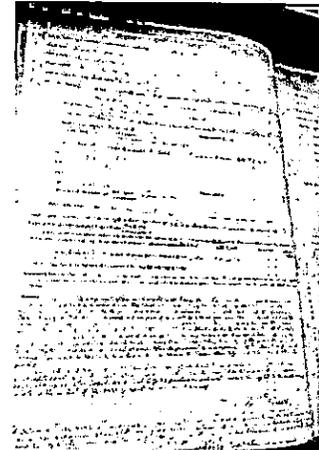


- Register of Deeds Genealogy Project -Misc. Books, Acknowledgements and Name Changes.
- Register of Deeds Genealogy Project -Misc. Books, Journal Small Estates.
- Register of Deeds Genealogy Project -Misc. Books, Book 3 – 1994.
- Register of Deeds Genealogy Project -Probate Calendars, bound volumes (17) 1-2, Vol A-O.



- Register of Deeds Genealogy Project - Superintendent of Probate, 1914-1928, (1) bound.
- Register of Deeds Genealogy Project - Probate Records 1850-1927, (9) bound.
- Register of Deeds Genealogy Project - Misc Probate Records, 1929-1973, (12) loose.
- Register of Deeds Genealogy Project - Wills Records, 1868-1961, (2) loose.
- Register of Deeds Genealogy Project - Wills Records, 1868-1961, (11) bound.
- Register of Deeds Genealogy Project - Appointment of Administrators, 1881-1971, (6) loose.
- Register of Deeds Genealogy Project - Appointment of Administrators, 1881-1971, (10) bound.

- Register of Deeds Genealogy Project - Determination of Heirs, (3) bound.
- Register of Deeds Genealogy Project - Final Acts and Discharge, (1) bound.
- Register of Deeds Genealogy Project - Warrant and Inventory, (5) loose.
- Register of Deeds Genealogy Project - Warrant and Inventory, (5) bound.
- Register of Deeds Genealogy Project - Appointment of Guardian, (1) loose.
- Register of Deeds Genealogy Project - Appointment of Guardian, (5) bound.
- Register of Deeds Genealogy Project - Sales of Real Estate, (7) bound.
- Register of Deeds Genealogy Project - Adoption of Minors/Insane Cases, (4) bound.
- Register of Deeds Genealogy Project - Abstract of Taxable Inheritance, (1) bound.
- Register of Deeds Genealogy Project - Abstract of Taxable Inheritance, (1) bound.



2. **Index Source.** Onsite scanning in Manistee County by Cott Systems.
3. **Total Estimated Index Images.** 26,976.
4. **Records Source.** Onsite scanning in Manistee County by Cott Systems, Customer provided images (1,111).
5. **Total Estimated Record Images.** 230,306.
6. **Estimated Onsite Scan Days.** Forty-five (45) onsite person days.
7. **Requirements.**

- Customer must assign page numbers (1, 2, 3, 4) to every page in the Index books (every page between the front and back binder, including sub-index pages & tabs) to be used in identifying and tracking each image.
- Source documents provided by the Customer are assumed to be of usable quality, are complete, and are numbered and presented in sequence.
- Bound books will be scanned as bound.



- Images provided by the Customer must be monochrome (black and white), CCITT Group 4 format, single-page Tagged Image File Format (TIFF) files.

**8. GB of Images.** This project will yield approximately 36 GB worth of images.

**9. User Licenses.** Unlimited search, rights to use software for term of contract.

**10. Deployment.** Hosted deployment.

**11. Implementation.** Project management and service installation are included.

**12. Training.** Cott Systems will provide (1) one live webinar training session to you and your staff and Go-Live support. Trainees must be available during the designated training times as determined by Cott Systems and customer.

Customer to provide the following:

- Access to hard copy books
- Quality Images



13. RECORDhub eCommerce Gateway.

- **Implementation, Setup Fees.** Included.
- **Image Print Revenue.**
  - One hundred percent (100%) to Customer.
- **Non-Image Print Revenue.**
  - Sixty percent (60%) to Customer.
  - Forty percent (40%) to Cott.
- **Subscription Plan(s).** Per minute search plan recommended. Cott and Customer to work together on a recommended rate.
- **Payment to Customer.** Monthly.
- **Banking Charges.** Applies to change or return notifications. \$10 each occurrence.

<b>Fees   Initial Support/Service Term 60 months</b>		<b>\$124,460 and \$150 / mo.</b>
<ul style="list-style-type: none"> <li>• Genealogy books make up \$32,550 of the total project Fees shown above.</li> </ul>		
<b>Schedule of Payments</b>	<b>Initial Invoice upon receipt of signed contract</b> <b>Invoice upon Go-Live Date (deployment)</b> <b>Invoice upon Go-Live Date (deployment)</b>	<b>\$62,230</b> <b>\$62,230</b> <b>\$150 / mo. <sup>1</sup></b>

<sup>1</sup> For the month in which the Go-Live occurs, the Customer will be additionally invoiced upon the Go-Live Date for the monthly fee on a prorated basis from the Go-Live Date through the end of that month. For example, if Go-Live Date occurs on March 15, the Customer would be invoiced for period from March 15 through March 31. Thereafter, the monthly Maintenance fee will be invoiced in advance of services rendered.

Invoices are due within thirty (30) days of issue.

TERM: The sixty (60) month contract term to begin 1st of the month following Go-Live (deployment).

**PLEASE NOTE: The pricing in this offer is valid through 12/20/2019. After this date, this offer will be priced at the current rate.**

**X Customer Acknowledgement:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SECTION 4: Hardware Specifications



### Search Stations

Use one of the following supported browsers:

- Internet Explorer 11
- Microsoft Edge
- Google Chrome
- Mozilla Firefox

### Broadband High-Speed Access