

Steve Hinkley, Chairperson	Calhoun County Sheriff's Office
Ryan Harvey, Vice-Chairperson	Township Association
Dan Strowbridge	Calhoun County Board of Commissioners
Toby Baker	Michigan State Police
Eric Krause	City of Albion
Vacant	Area Metropolitan Services Agency
Shannon Bagley	City of Battle Creek – Seat #1
Patrick O'Donnell	City of Battle Creek – Seat #2
Scott Wolfersberger	City of Marshall

Roll Call

Pledge of Allegiance

Agenda Approval

Public Comments – 3-minute limit per person; see [public comment policy](#).

Meeting Minutes Approval

1. October 14, 2025 - Regular Meeting.
2. October 28, 2025 – Special Meeting.

Consent Agenda

1. Excuse absent board members.
2. Routine agreements, invoices, and reimbursements.
3. Check register and accounts payable.
4. Reports and items to file.

Report from the Executive Director

Old Business

New Business

1. Resolution 2025-005 – Naming a Trustee and Alternate Trustee to serve on the Board of Trustees for the West Michigan Health Insurance Pool ("WMHIP").
2. RapidSOS – I Am Responding.
3. User Fee Committee.
4. Tekonsha Water Tower Agreement.
5. Draft Budget FY2026.

Board Member Comments

Adjournment



Consolidated Dispatch Authority

315 WEST GREEN ST
MARSHALL, MI 49068
NON-EMERGENCY PHONE: 269-781-0911

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 CALHOUNCO911

CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY
Governing Board of Directors
October 28, 2025 at 2:30 PM
SPECIAL MEETING
Calhoun County Administrative Building- Law Library
315 W Green St, Marshall MI 49068

The meeting was called to order by Steve Hinkley at 2:32 PM.

ROLL CALL:

Directors Present: Steve Hinkley, Chairperson

Eric Krause, City of Albion

Ryan Harvey, Vice-Chair

Dan Strowbridge, County Board of Commissioners

Scott Wolfersberger, City of Marshall

Directors Excused:

Shannon Bagley, City of Battle Creek (Seat #1)

Patrick O'Donnell, City of Battle Creek (Seat #2)

Toby Baker, Michigan State Police

Directors NOT Excused:

Vacant, Area Metropolitan Services Agency

Others Present:

Michael Armitage, CCCDA

Regan Lucas, CCCDA

Kate Tabbert, CCCDA

Robert Stahelin, CCCDA

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL A motion was made by Eric Krause to approve the October 28, 2025, CCCDA Governing Board agenda. The motion was seconded by Scott Wolfersberger.

All were in favor.

Motion was approved.

EXCUSE ABSENT BOARD MEMBERS (not to include AMSA representative) A motion was made by Dan Strowbridge to excuse absent board members. The motion was seconded by Eric Krause.

All were in favor.

The motion passed.

PUBLIC COMMENTS- Three-minute limit per person; see public comment policy.

An acknowledgement of the award presented to Michael Armitage of APCO Director of the year was made by Deputy Director, Robert Stahelin and thanks given to Ryan Harvey for being present at the awards ceremony to show his support.

OLD BUSINESS

1. Roe Comm Tower Work- A discussion took place regarding research completed by members present. A recommendation has been made to halt the project until ownership of the tower is established. A suggestion was made that the landbank could continue with the project as originally planned if Bedford TWP is the owner of the tower. A motion was made by Eric Krause to authorize the Executive Director to commission the scope of work through Roe-Comm, not to exceed \$31, 785.00. The motion was seconded by Ryan Harvey. A roll call vote was taken. Steve Hinkley, yes; Ryan Harvey, yes; Dan Strowbridge, yes; Eric Krause, yes; Scott Wolfersberger, yes.

All were in favor.

The motion passed.

NEW BUSINESS

1. Draft Budget Presentation- A discussion took place among members present regarding a draft of the 2026 budget. There is an error in the financial system which has to be corrected at the county level before further inputs can be made. A general overview was shared of a 3% increase to salaries, projected 11% increase to insurance- still looking into MI pool.

A discussion took place regarding upcoming projects/ "wish list" for the 2026 year, which included AI call handling for non emergency calls and extending camera project beyond the schools.

BOARD COMMENTS

Discussion regarding the CFS sub committee. Looking at other agencies/like policies. Meeting too take place.

ADJOURNMENT

The meeting was adjourned at 3:30 PM.



Consolidated Dispatch Authority

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CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY
Governing Board of Directors
October 14, 2025 at 2:30 PM
Calhoun County Administrative Building- Law Library
315 W Green St, Marshall MI 49068

The meeting was called to order by Steve Hinkley at 2:30 PM.

ROLL CALL:

Directors Present:

- Steve Hinkley, Chairperson
- Shannon Bagley, City of Battle Creek (Seat #1)
- Eric Krause, City of Albion
- Toby Baker, Michigan State Police
- Dan Strowbridge, County Board of Commissioners
- Scott Wolfersberger, City of Marshall
- Ryan Harvey, Vice-Chair
- Patrick O'Donnell, City of Battle Creek (Seat #2)

Directors Excused:

Directors NOT Excused:

Vacant, Area Metropolitan Services Agency

Others Present:

Robert Stahelin, CCCDA

Regan Lucas, CCCDA

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE- Telecommunicator Larissa Griffith

AGENDA APPROVAL A motion was made by Scott Wolfersberger to amend the agenda by adding New Business item No. 7: Change Order No. 16. The motion was seconded by Shannon Bagley.

All were in favor.

Motion was approved.

PUBLIC COMMENTS- Three-minute limit per person; see public comment policy.

None.

MEETING MINUTES

1. A motion was made by Shannon Bagley to accept the August 12,2025, CCCDA Governing Board minutes. The motion was seconded by Eric Krause.

All were in favor.

Motion was approved.

2. A motion was made by Eric Krause to accept the August 26, 2025, CCCDA Governing Board minutes with a correction to the minutes. The first roll call vote on the camera policy noted Scott Wolfersberger as "no." He voted yes. The motion was seconded by Shannon Bagley.

All were in favor.

Motion was approved.

CONSENT AGENDA

The following items were listed on the Board's consent agenda:

1. Excuse Absent Board Members
2. Routine Agreements, Invoices, and Reimbursements
3. Check Register and Accounts Payable
4. Reports and Items to File

A motion was made by Eric Krause to approve the October 14, 2025, Consent Agenda. The motion was seconded by Shannon Bagley.

All were in favor.

Motion was approved.

EXECUTIVE DIRECTOR'S REPORT

Highlights from the Executive Director's report were shared by Deputy Director Robert Stahelin.

1. Highlights from Larissa Griffith's career were shared. A group of staff will be attending the memorial service. Center coverage will be provided by Eaton County staff.
2. Director Armitage has been name APCO Director of the year.
3. INDT- Critical incident dispatch team has been developed. Training took place as MRLEC.
4. Typical monthly stats- monthly norms.
5. Staffing levels- three open positions, three in training, panel interviews are scheduled.

OLD BUSINESS

1. Nice Recorder (WSI and CO 16) – This is a continuation of a discussion/approval of software from November of 2024. A brief discussion took place among group about the benefits of the new software. A motion was made by Eric Krause to approve the proposal and authorize the Executive Director to sign on behalf of the authority. The motion was seconded by Scott Wolfersberger. A roll call vote was taken. Steve Hinkley, yes; Ryan Harvey, yes; Dan Strowbridge, yes; Toby Baker, yes; Eric Krause, yes; Shannon Bagley, yes; Patrick O'Donnell, yes; Scott Wolfersberger, yes.
All were in favor.
The motion passed.
2. MetroNet Agreement- Dispatch Sonoma Tower.

NEW BUSINESS

1. PowerDMS Renewal- This is utilized for document management. It provided centralized and cloud-based platform. This is a no price increase from the 2025 to 2026 rates; five year agreement. A motion was made by Patrick O'Donnell to approve the renewal of PowerDMS and authorize the Executive Director to sign on behalf of the Authority. The motion was seconded by Shannon Bagley. A roll call vote was taken. Steve Hinkley, yes; Ryan Harvey, yes; Dan Strowbridge, yes; Toby Baker, yes; Eric Krause, yes; Shannon Bagley, yes; Patrick O'Donnell, yes; Scott Wolfersberger, yes.
All were in favor.
The motion passed.
2. UPS Replacement- Batteries at end of life (beyond). Discussion about CORE deposits and life expectancy. A motion was made by Shannon Bagley to approve the purchase and installation of the UPS system. The motion was seconded by Scott Wolfersberger. A roll call vote was taken. Steve Hinkley, yes; Ryan Harvey, yes; Dan Strowbridge, yes; Toby Baker, yes; Eric Krause, yes; Shannon Bagley, yes; Patrick O'Donnell, yes; Scott Wolfersberger, yes.
All were in favor.

The motion passed.

3. Radio Tower Decom/Camera Installation- A discussion took place among members. A motion was made by Dan Strowbridge to table this item. The motion was seconded by Eric Krause.
All were in favor.
The motion passed.
4. MetroNet Agreement- Dispatch to Sonoma Tower- This would provide a back up fiber line. Zero upfront cost, \$900/ month on a five year contract. A motion was made by Shannon Bagley to approve the proposal from MetroNet and authorize the Executive Director to sign on behalf of the Authority. The motion was seconded by Ryan Harvey. A roll call vote was taken. Steve Hinkley, yes; Ryan Harvey, yes; Dan Strowbridge, yes; Toby Baker, yes; Eric Krause, yes; Shannon Bagley, yes; Patrick O'Donnell, yes; Scott Wolfersberger, yes.
All were in favor.
The motion passed.
5. Temporary LOU with POAM- A discussion took place regarding scheduling challenges. This is an LOU to the LOU. A motion was made by Eric Krause to approve the LOU and authorize the Executive Director to sign on behalf of the Authority. The motion was seconded by Patrick O'Donnell.
All were in favor.
The motion passed.
6. Motorola Change Order No. 15- Location Services- Radios purchased with intention for location services. At the time of purchase, Motorola did not have approval with the state.
A discussion took place regarding spend down of funds for extras and if all agencies have necessities at this point, reach out to identify and gaps. A motion was made by Eric Krause to approve Motorola Change Order 15, and authorize the Executive Director to sign on behalf of the Authority. The motion was seconded by Shannon Bagley. A roll call vote was taken. Steve Hinkley, yes; Ryan Harvey, yes; Dan Strowbridge, yes; Toby Baker, yes; Eric Krause, yes; Shannon Bagley, yes; Patrick O'Donnell, yes; Scott Wolfersberger, yes.
All were in favor.
The motion passed.
7. Motorola Change Order No. 16- Radio Logger Service upgrade- Upfront cost is less, over six years it is an increase in cost. There is incentive to pay upfront. Bond funds will cover the initial cost. A motion was made by Eric Krause to approve Motorola Change Order No. 16 and authorize the Executive Director to sign on behalf of the Authority. The motion was seconded by Shannon Bagley. A roll call vote was taken. Steve Hinkley, yes; Ryan Harvey, yes; Dan Strowbridge, yes; Toby Baker, yes; Eric Krause, yes; Shannon Bagley, yes; Patrick O'Donnell, yes; Scott Wolfersberger, yes.
All were in favor.
The motion passed.

BOARD COMMENTS

Consumers hosting FD training this week, very limited information available.

ADJOURNMENT

The meeting was adjourned at 4:01 PM.

Consent Agenda

November 4, 2025

1. Excuse Absent Board Members (approve)

AMSA Member Not Excused.

2. Routine Agreements, Invoices, and Reimbursements (approve)

- a. Reimbursement – Armitage
- b. Updated Change Order 16 (reduction of \$32,728) – Approve in substantial form and authorize executive director to sign on behalf of the authority.
- c. WSI/Nice Service Agreement - Approve in substantial form and authorize executive director to sign on behalf of the authority.

3. Check Register and Accounts Payable (approve)

4. Reports and Items for File:

- a. Year-to-Date Budget Performance Report
- b. MPSCS Credit Balance Report
- c. Latest Approved TAC Minutes
- d. General Correspondence

CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY

Expense/Reimbursement Voucher

NAME: Michael Armitage

TITLE: Executive Director

HOME ADDRESS: _____

DATE SUBMITTED: 2-Nov-25

Date	Description	Private Auto		CCFDA Automobile		Railroad Pullman	Hotel	Meals	Other	Daily Total	
		Miles	Amount	Gas/Oil	Other						
20-Oct-25	Travel to Traverse City - MPSCS User Meeting Presentation	182	\$127.40							\$127.40	
21-Oct-25	Travel back from Traverse City - MPSCS User Meeting Presentation	182	\$127.40							\$127.40	
23-Oct-25	Lunch - MPSFAC / APCO Meetings		\$0.00					\$16.00		\$16.00	
			\$0.00							\$0.00	
			\$0.00							\$0.00	
			\$0.00							\$0.00	
			\$0.00							\$0.00	
			\$0.00							\$0.00	
			\$0.00							\$0.00	
	Summary Totals:	364	\$254.80	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00		
										Voucher Total:	\$270.80

I hereby certify that all items of expense included in this statement were incurred in the discharge of authorized official business; that the amounts are correct; and that they represent proper charges against the Calhoun County Consolidated Dispatch Authority.

Nature of CCCDA Official Business:

APCO AI Summit. I am submitting the GSA rate for these meals as actual costs went over.

Employee Signature: _____

Authorizing Official: _____

ADMIN OFFICE USE ONLY:	
ACCT#:	
	COST: \$
ACCT#:	
	COST: \$
ACCT#:	
	COST: \$

			
Digital Voice Logging System		Quote Date:	10/15/2025
Prepared For: Calhoun County 911			
Prepared By: Jim Hansen			
Qty	Description		
38	1 Primary Inform Elite recording channel license: Including Inform Elite applications site license, Inform Module resilience, User Registration application, Record-on-Demand application, GIS, CAD, CTD, telephony CDR, CTI integrations, ANI/ALI support and 1 Text Recording end point license. Application value per channel Includes Screen Recording, SQL, Boards, OS, CAD integration RSOS integration		
1	Public Safety Support Agreement for NICE products		
1	HP 2U Server Performance Server		
		Sub-Total	\$65,545.00
Professional Services			
1	Installation, Implementation, Project Management, Training		\$14,500.00
	Pre-Paid Five Year Service/Support/Maintenance/Warranty Coverage	\$59,000.00	
		Order Total	\$139,045.00
Payment Options			
	Upfront payment of \$139,045		
Terms and Conditions			
This WSI Technologies Order ("Order") is made effective as of the date of Customer's signature below ("Order Effective Date") by and between Valsoft Corporation Inc. DBA WSI Technologies ("WSI") and the Customer identified below ("Customer"). WSI and Customer being sometimes collectively referred to herein as the "Parties," and individually, as a "Party."			
1	<p>Scope and Applicability. 1.1 <u>Hardware and Software.</u> Customer hereby agrees to purchase from WSI and WSI hereby agrees to, upon the terms and subject to the conditions contained in this order: (a) sell to Customer the room systems, cameras, microphones, accessories and other pieces of hardware identified above (the "Hardware"), and (b) grant to Customer a non-exclusive, non-transferable, fully paid license to access and use the object code of the software packages identified above including any modified, updated or enhanced versions of, or additional modules or content related to such software products (the "Software"). 1.2 <u>Services.</u> Customer hereby engages WSI to perform, and WSI hereby accepts such engagement to perform upon the terms and subject to the conditions of this Order, the installation services identified above (the "Installation Services") as well as any services related to the Hardware, Software, or maintenance and support of either, as more precisely identified above (collectively with the Installation Service, the "Services"). 1.3 <u>Contract Documents.</u> This Order is expressly governed by the Master Services Agreement (the "MSA"), and as applicable the Standard Scope of Work (the "SOW"). In case of conflict, the Additional Agreement most closely related to the purchased Hardware, Software or Services shall govern with respect to that subject matter. For the purposes of this Order, the Order, MSA, SOW and Additional Agreements shall be collectively referred to as the "Contract Documents." 1.4 <u>Applicability.</u> By executing this Order, Customer acknowledges and agrees that the terms and conditions of this Order and the applicable Contract Documents shall govern the relationship between the Parties to the exclusion of all Customer provided terms and conditions. 1.5 <u>Terms.</u> The terms for any leased Hardware, Software license grant or support services shall be identified above next to the corresponding item.</p>		
2	<p>Fees and Payment. 2.1 <u>Fees.</u> Customer agrees to pay the fees associated with the Hardware, Software and Services in the amounts set forth above as well as out-of-pocket expenses incurred by WSI in connection with the performance of its obligations under the Contract Documents (collectively, the "Fees"). 2.2 <u>Software Licenses Additional Fees.</u> If Customer's usage of the Software during the applicable period exceeds the usage limits set out in the applicable Order, WSI has the right to do any or all of the following: (i) automatically upgrade Customer's subscription tier for the next renewal License Term in accordance with Customer's actual usage; (ii) invoice Customer on a quarterly basis for the excess usage, which will be the difference between the prorated fees for the Software matching Customer's usage for the quarter and the prorated fees for the Software when used in accordance with the limits; and/or (iii) suspend access to, or cease providing the Software until such time as Customer's Software subscription tier is adjusted for Customer's actual usage. Customer acknowledges and agrees that WSI may monitor Customer's usage of the Software. 2.3 <u>Taxes.</u> The Fees are exclusive of taxes, and Customer will pay all taxes, if any, however designated, incurred in connection with, or as a result of, the Agreement or the license and receipt of Services, including state and local excise, sales, and use taxes paid or payable by WSI (except any tax based on WSI's net income). 2.4 <u>Payment.</u> Initially Fees shall be due and payable as follows: (i) 50% upon shipment and (ii) 50% upon system Installation. Installation means when the system is accessible and capable of performing according to its intended functionality. After Installation all Fees will be invoiced annually in advance at least sixty (60) days prior to the end of each 12-month period during the License Term, Support Term and/or Hardware Lease Term as applicable. Special payment terms and/or payment arrangements required under local law may be mutually agreed upon in a writing signed by the Parties. 2.5 <u>Payment Terms.</u> All Fees will be paid in US Dollars and will be due within thirty (30) days of receipt of the invoice for the same. With respect to any amount remaining unpaid after such 30-day period, in addition to any other rights it may have available, WSI may assess interest at a rate equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law from the date that amount was due until the date of payment. Customer may not withhold or offset Fees for any reason. All Fees are fully earned and non-cancelable and all sums paid are non-refundable. WSI will have the right to increase Fees at renewal of the License Term, Support Term, and Hardware Lease Term, as applicable, and as otherwise set forth in the Contract Documents, including for factors such as computing costs, inflation, fuel costs, supply chain and third-party provider conditions, and Customer's usage history. Customer's obligation to pay amounts under the Contract Documents is absolute and unconditional. Failure to pay any Fees when due may result, at WSI's sole discretion, in suspension or termination of access to the Software, Services, and/or remote connectivity until full payment is received. 2.6 <u>Termination Fees.</u> If this Order is terminated, Customer shall pay Fees incurred through the later of: (a) the effective date of such termination, or (b) the date the other Party receives notice of such termination. As to any Fee to be paid by Customer for Installation Services performed by WSI Staff, if this Order is terminated, Customer will pay a reasonable and proportionate share of such Fee as determined by WSI based on Installation Services performed up to the later of the effective date of such termination or the date the other Party receives notice of such termination. If installation is not completed within 365 days of the Order Effective Date due to Customer delay, WSI may re-quote the Order and charge additional fees to complete the work.</p>		
3	<p>Delivery, Installation and Returns. 3.1 <u>Delivery.</u> Please allow an estimated 60-90 days from the Order Effective Date (or date of first payment when applicable) for delivery. 3.2 <u>Installation.</u> Customer will notify WSI when Customer has completed Customer Responsibilities on which Installation Services are dependent. If WSI's technician identifies that Customer has not completed such Customer Responsibilities and as a result the technician cannot perform Installation Services, then the technician will have no obligation to perform the dependent Installation Services, and when Customer has completed the applicable Customer Responsibilities, WSI will deploy a technician to complete the dependent Installation Services and Customer will pay for such technician's work at WSI's then current rates. 3.3 <u>Returns.</u> Custom equipment orders may not be returned. Stock merchandise and accessories may be returned if in the original packaging; provided, however, that a restocking fee of not less than twenty-five percent (25%) or such greater restocking fee as determined by WSI's supplier is paid by customer.</p>		

4	<p>Miscellaneous. 4.1 <u>Counterparts</u>. This Order may be executed in any number of counterparts, each of which will be deemed an original but all of which together will be deemed for all purposes to constitute one and the same instrument. 4.2 <u>E-Signatures</u>. Signatures transmitted and received via facsimile or other electronic means will be treated as original signatures for all purposes of this Order. 4.3 <u>Validity</u>. This Order is only valid for 30 days from "prepared by" date first written above. Please mail acceptance to WSI Technologies, 9045 River Road, Suite 125, FAX to (317) 544-2192 or email to your salesperson.</p>
Approved By	PO#
Title	Date
Executive Director	

WSI TECHNOLOGIES MASTER SERVICE AGREEMENT

This WSI Technologies Master Service Agreement (the “**Agreement**”) is made as of [____], by and between **Valsoft Corporation Inc. DBA WSI Technologies** (“**WSI**”), and the entity making purchases under this Agreement (“**Customer**”). WSI and Customer being sometimes collectively referred to herein as the “**Parties**,” and individually, as a “**Party**.”

The terms and conditions of this Agreement and the related Contract Documents govern any order submitted by Customer and signed by both Parties for the provision and purchase of the Hardware, Software and/or Services (each, an “**Order**”). By executing this Agreement, Customer acknowledges and agrees that the terms and conditions of this Agreement and the applicable Contract Documents shall govern the relationship between the Parties to the exclusion of all Customer provided terms and conditions.

1. DEFINITIONS. The following terms are used in the agreement:

- 1.1. “**Affiliate**” means any entity controlling, controlled by, or under common control with the subject Party (with the threshold for control requiring 50% ownership).
- 1.2. “**Authorized User**” means any individual who Customer permits (or whom Customer asks WSI to permit) to access the Services, including users of Third-Party Vendors. The Order may further define and apply additional restrictions and limitations on Authorized Users and Third-Party Vendors.
- 1.3. “**Confidential Information**” means any information or material in tangible or intangible form that: (i) relates to the business or operations of the disclosing Party or is reasonably considered to be confidential, proprietary, or otherwise sensitive to disclosing Party (whether or not it is marked as confidential or proprietary); (ii) the disclosing Party obtains from any third-party and which the disclosing Party treats as confidential or proprietary whether or not owned by the disclosing Party; or (iii) is marked as proprietary or confidential, including the terms of this Agreement.
- 1.4. “**Contract Documents**” means (i) this Agreement, (ii) the Order, (iii) any applicable Services Terms, and (iv) any document expressly incorporated into any of the documents set forth in subsection (i) through (iii).
- 1.5. “**Correction**” means a patch, workaround, or modification addressing the practical impact of an Error.
- 1.6. “**Credentials**” means usernames, passwords, codes, and tokens that WSI may provide to be used by Customer and its Authorized Users to access the Software.
- 1.7. “**Customer Contacts**” means individuals designated by Customer to submit Support Requests.
- 1.8. “**Customer Data**” means any and all data and information, including Subject Data and third-party data, and including text, graphics, photographs, audiovisual elements, music, illustrations, video, or other content provided to WSI by or on behalf of Customer for Processing, and any and all updates or modifications thereto, made by either Customer or WSI.
- 1.9. “**Customer Information Security Incident**” means: (i) loss or unauthorized use of Credentials; and (ii) the unauthorized acquisition, access, or use of the Services, System, or WSI Confidential Information, or any other systems, networks, devices, information, or content of WSI or its third-party providers.
- 1.10. “**Data Subject**” means Authorized Users and each individual in relation to whom the Services are used.
- 1.11. “**Documentation**” means the user documentation and any other operating, training, and reference manuals relating to the use of the Hardware or Software as supplied by WSI to Customer, as well as any derivative works thereof.
- 1.12. “**Error**” means any logic, programming, typographic, or similar error that causes a material failure in Software.
- 1.13. “**Fees**” means the amounts to be paid by Customer for the Services as set out in the applicable Order and all out-of-pocket expenses incurred by WSI in its performance of the agreement.
- 1.14. “**Hardware**” means the hardware and equipment provided by WSI to Customer as set out in the Order.
- 1.15. “**Hardware Lease Term**” means the term of the lease for Leased Hardware as set out in the Order.
- 1.16. “**Hardware Terms**” means the separate terms and conditions applicable to Hardware.
- 1.17. “**Intellectual Property Rights**” means all rights in and to any of the following, however constituted: trade secrets, patents, copyrights, trademarks, service marks, URLs, trade dress, brand features, know-how, moral rights, contract rights, code (executable, source and other), and similar rights of any type under the laws of any applicable governmental authority, or international treaty, including, without limitation, all applications and registrations relating to any of the foregoing.
- 1.18. “**iRecord Cloud Terms**” means the separate terms and conditions applicable to iRecord Cloud Powered by NICE Investigate.
- 1.19. “**Laws**” means all current and future state, local, and federal laws, codes, rules, regulations, orders, or requirements having the effect of law, including those relating to privacy, data privacy, data protection, trans-border data flow, and data security and confidentiality, including relating to biometric data, protected health information, and other sensitive data, and monitoring and personnel privacy, and any and all successor or supplemental laws relating thereto.
- 1.20. “**Nexus Terms**” means the separate terms and conditions applicable to iRecord Nexus.
- 1.21. “**Process**”, “**Processing**”, “**Processed**” means any operation or set of operations which is performed on data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval,

consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- 1.22. “**Veritone Redact Terms**” means the separate terms and conditions applicable to Veritone Redact.
- 1.23. “**Representative(s)**” means a Party’s directors, officers, employees, contractors, subcontractors, agents, and other representatives, subject to any limitations set out in the applicable Order.
- 1.24. “**Services**” means, collectively, the Hardware, Software, installation services, Support, WSI Content, and other services identified in an Order to be provided by WSI.
- 1.25. “**Services Terms**” are the iRecord Nexus Terms, iRecord Cloud Terms, and Veritone Redact Terms.
- 1.26. “**Software**” means the object code of the software listed in an Order and any modified, updated, or enhanced versions of, or additional modules related to, such software that WSI provides to Customer either pursuant to the maintenance and support provisions or pursuant to an Order, as well as configurations, modifications and Documentation for such software products or the standard reports or templates withing such software..
- 1.27. “**Subject Data**” means all data, images, photographs, videos, recordings, and other information relating to Data Subjects.
- 1.28. “**Support**” means the support and training services set out in the Order, provided that if Customer has purchased Software Assurance or Support Agreement, then Support means the services provided by WSI under Software Assurance or Support Agreement.
- 1.29. “**Support Request**” means a request submitted by Customer Contacts via email to helpdesk@wsi-tech.com or by phone at 317-544-0499.
- 1.30. “**System**” is the collective reference to the Software, the computer servers owned, leased, or controlled by WSI, and other technology that together comprise the software as a service solution if provided by WSI to Customer.
- 1.31. “**Third-party Items**” means any software, hardware, services, applications, systems, materials, data, information, technology, or any other tool or item proprietary to or provided by, or on behalf of, a third-party.
- 1.32. “**Third-party Terms**” means terms and conditions additional to those set out in the Agreement that apply to Services, including without limitation the iRecord Cloud Terms and the Redact Terms.
- 1.33. “**WSI Content**” means any information, data, materials, software, files, text, graphics, photographs, audiovisual elements, music, illustrations, video, or other content available through the Software or which is otherwise provided by WSI, its Affiliates, or their licensors.

2. **SOFTWARE.**

- 2.1. **License Grant.** Subject to terms and conditions of the Contract Documents, including payment of Fees, WSI grants to Customer, and as applicable, Customer’s Authorized users, a limited, non-exclusive, non-sublicensable, non-transferable license to (i) use the Software locally and (ii) remotely access and use the Software through the System, in each case only during the a plicable term set forth in the Order (the “**License Term**”) and solely for Customer’s internal business purposes (the “**License**”). Use of the Software is limited to the locations, number, and type of Authorized Users, license types, permitted purposes, and other limitations set out in the applicable Order. During the License Term, Customer is permitted to make a reasonable number of copies of the Software only for backup, archival, and business continuity purposes. Any other use or distribution of the Software or WSI Content, unless authorized in writing by WSI, is prohibited. For clarity, no perpetual licenses are granted under this Agreement.
- 2.2. **Third-Party Vendors.** WSI acknowledges and agrees that Customer may use certain third-party vendors for purposes of performing Customer's internal business processes (“**Third-Party Vendors**”). Customer may include within its Authorized Users Third-Party Vendors that are not WSI's direct competitors, subject to the following conditions: (i) Third-Party Vendors will access and use the Software solely for Customer's internal business processing services; (ii) Customer will be fully responsible and liable for all acts and omissions of the Third-Party Vendors, including their access to and use of the Services; (iii) Customer will ensure its Third-Party Vendors comply with the terms and conditions of this Agreement, including without limitation, [Section 10](#); (iv) Customer will formally notify WSI of each Third-Party Vendor in advance of any access to or use by the Third-Party Vendor of the Software and will ensure that each such Third-Party Vendor uses its own unique Credentials as detailed in [Section 3.3](#); and (v) upon termination of its relationship with such Third-Party Vendor and/or upon termination of this Agreement, Customer will ensure that all access to the Software by such Third-Party Vendors immediately ceases.
- 2.3. **Use Restrictions.** Unless otherwise expressly authorized in this Agreement or the applicable Order, Customer will not, and will ensure that its Authorized Users will not: (i) modify, adapt, alter, translate, or create derivative works of the Software; (ii) except as reasonably necessary to use the Software as permitted under this Agreement, upload, merge, or host the Software with any other systems or technology (including third-party hosting systems), software, data, or programs without the prior

written authorization of WSI; (iii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the Software (or any part thereof) to any third-party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the Software (or any part thereof); (v) use the Software (or any part thereof) to provide any facility management, service bureau or similar services to third parties, provide any third-party consulting services, or permit third parties to remotely access and use the Software (or any part thereof); (vi) use the Software (or any part thereof) to develop a product line that is similar to the Software; (vii) create any comparative analyses of the Software (or any part thereof), by itself or relative to other similar technology; (viii) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the Software (or any part thereof); (ix) publish or otherwise distribute Credentials other than to Authorized Users; or (x) otherwise use or copy the Software (or any part thereof) except as expressly allowed under this Agreement. Customer will ensure that all Authorized Users comply with this Agreement.

2.4. **Updates.** WSI may, but is not obligated to, provide corrections, new versions, and other enhancements, releases, revisions, or modifications to the applicable Software (“**Updates**”, which include derivative works of the foregoing). If WSI makes an Update generally available to its customers at no additional cost during the applicable License Term, then WSI will notify Customer and provide such Update to Customer, unless otherwise set out in the applicable Order. If WSI provides, or makes available, an Update, Customer must fully implement and use the Update within a reasonable time, not to exceed 180 days from the date of first availability, unless otherwise agreed in writing. WSI disclaims and excludes all liability arising from or relating to the Services with respect to which Customer has not fully implemented, and is not using, any Update provided or made available by WSI. For certainty, WSI has no obligation to provide any Support for Software more than one (1) major release or three (3) minor releases behind the then most current version. **Major Release** means a new **release of Software** supported by Supplier that adds features and functionality improving overall Product performance, efficiency and/or usability, and designated by Supplier as a replacement for a Product. **Minor Release**, or point release, or dot release, is an update to existing software. A minor release is normally intended to fix bugs or so small changes or cleanups to software. **Patch releases** are intended for very small changes or bug fixes that do not disrupt the actual software functionality. Version schematic is as follows X.Y.Z (3.4.3) relates to major.minor.patch.

3. **THIRD-PARTY TERMS.** Customer acknowledges and agrees that additional Third-party Terms may apply to Services, and Customer will comply with such Third-party Terms.

4. **SERVICES.**

- 4.1. **Support.** Subject to payment of applicable Fees, WSI will provide Support during the License Term set out in the Order. Support includes: (i) remote or onsite technical assistance, (ii) response to Support Requests submitted by Customer Contacts, (iii) undertaking commercially reasonable efforts to resolve technical issues, including Error identification and corrections, (iv) and monitoring of hosted software infrastructure.
- 4.2. **Support Hours:** Support is provided during WSI’s business days and hours, generally Monday through Friday, 8 am-5 pm Eastern time. Support and Holiday schedule can be found on WSI’s Website. Extended or 24/7 support can be provided when purchased by Customer.
- 4.3. **Scope of Support.** Support includes telephone or remote assistance to Customer Contacts regarding the technical operation of Supported Products. Support does not include assistance with interpreting results, strategic planning, or unsupported third-party software.
- 4.4. **Support Exclusions.** Support does not include issues resulting from: (i) unauthorized actions of Customer or Service Providers, (ii) modified software or hardware (unless by WSI), (iii) unsupported operating environments, (iv) network, infrastructure, or other customer environment issues, (v) failure to install Corrections or Updates, (vi) Non-WSI provided hardware, (vii) and force majeure and other situations outside of WSI’s control. Services requested for issues arising from these exclusions or beyond the scope of purchased Support will be billed at WSI’s current hourly rates and are not subject to WSI’s support SLA.
- 4.5. **Additional Services.** Unless included in the Order, the following are time-and-material services: (i) annual health checks with executive summary, (ii) strategic technical consultation for business, (iii) additional training, (iv) management or support of thirdparty applications such as anti-virus software, (v) and OS updates or other system updates.
- 4.6. **Additional Resources.** Customer will have access to knowledge resources that WSI provides free of additional charge to all customers. Such resources may include technical documents, bulletins, webinars, user guides, and user group contact information.

4.7. **Customer Responsibilities.** Customer will provide reasonable cooperation to WSI in its provision of Support, including making applicable Hardware and Software accessible and available to WSI technicians within the time required by WSI.

5. HARDWARE.

5.1. **Hardware.** WSI will provide to Customer the Hardware, which may include either: (i) Hardware leased to Customer for the term identified in the Order (“**Leased Hardware**”); or (ii) Hardware purchased by Customer (“**Purchased Hardware**”). If Hardware is provided, the Hardware Terms will apply. For Leased Hardware, WSI hereby leases to Customer, and Customer hereby leases from WSI, the Leased Hardware for the term set forth in the Order (“**Lease Term**”). For Purchased Hardware, title to the Purchased Hardware (but not to any Software) will transfer to Customer at the time of delivery. The term “Hardware” includes the physical device(s) and the firmware included within the Hardware (“**Firmware**”). No right, title, or interest in the Firmware transfers to Customer, other than the limited right to use the Firmware as necessary to use the Hardware. All Use Restrictions in Section 2.3 apply equally to the Firmware. Firmware and any feature keys are licensed for the corresponding License Term and cease upon its expiration or termination.

5.2. **Replacement Hardware.** If necessary, WSI will replace Hardware with identical or similar Hardware if the Hardware fails to operate in accordance with the manufacturer's specifications and operation instructions during the Warranty Term . Such replacement will be made as soon as practicable after Customer returns the non-conforming Hardware. If Customer has purchased applicable coverage, then Customer will return all non-conforming Hardware at WSI's expense to the destination specified by WSI. If Customer has not purchased applicable coverage, then all returns will be at Customer's expense. If identical Hardware is not commercially reasonably available at the time of replacement, then WSI may use a compatible, alternate part or equipment. If WSI determines, acting reasonably, that Hardware is not commercially reasonably available for repair or replacement then Customer will be required to purchase a replacement part or equipment in order for WSI to perform its obligations.

5.3. **Warranty Term.** The warranty term (“**Warranty Term**”) for Hardware is set out in the order. The Warranty Term is measured from the date of delivery. WSI provides no warranty for Third-party Items, items provided by Customer.

5.4. **Warranty Exclusion.** Warranty does not apply in cases of misuse, environmental damage, unauthorized use, security incidents, or power disruptions. WSI disclaims responsibility for electrical or structural work.

5.5. **Damage or Loss; Return.** Customer is solely responsible for any Hardware that is lost, damaged, or destroyed while in Customer's possession or control. Upon expiration or termination of the applicable Hardware Lease Term, Customer will promptly return all Leased Hardware to WSI at Customer's sole expense and risk of loss. If Customer fails to return the Leased Hardware to WSI within thirty (30) days after any such termination, Customer hereby authorizes WSI to charge Customer for each piece of

Leased Hardware not returned at WSI's then-current list prices.

5.6. **General Terms.** Customer is unconditionally obligated to pay all Fees and any other amounts due under the Agreement even if the Hardware is damaged or destroyed, is defective, or if Customer experiences temporary or permanent loss of use.

6. PROPERTY OWNERSHIP.

6.1. **WSI Proprietary Rights.** As between the Parties, WSI (or its licensors or providers) will retain ownership of all Intellectual Property Rights in the Services. Customer acknowledges and agrees that WSI may use, without restriction, all suggestions, improvements, and ideas concerning any part of the Services that may be communicated to WSI or its Representatives by Customer, Authorized Users, or Customer's Representatives. Promptly upon becoming aware, Customer agrees to inform WSI of any infringement, misappropriation, or violation of the Agreement with respect to the Services, or the Intellectual Property Rights therein.

6.2. **Customer Proprietary Rights.** As between the Parties, Customer (or its third-party suppliers) will retain ownership of all Intellectual Property Rights in Customer Data. Without the prior written approval of Customer, WSI will not use Customer Data for any purpose other than that of providing the Services, nor sell, assign, lease, or dispose of Customer Data, except as permitted under this Agreement or as expressly authorized by Customer. Customer accepts sole responsibility for errors in the Services to the extent resulting from inaccurate or incomplete Customer Data. Notwithstanding anything to the contrary herein, WSI has the right to use de-identified Customer Data for quality assurance purposes for improving its products and services.

6.3. **Rights Reserved.** Except as expressly set forth in this Agreement, no right or implied license or right of any kind is granted to Customer. Nothing in the Agreement confers upon either Party any right to use the other Party's trade names and trademarks

except as necessary to exercise a license granted or to perform under the Agreement. All use of such marks, including all goodwill, by either Party will inure to the benefit of the owner of such marks.

7. **CUSTOMER OBLIGATIONS**

7.1. **Customer Obligations.** Customer agrees to timely perform all Customer obligations set out in the Agreement and/or as reasonably requested by WSI. Customer shall provide reasonable assistance and cooperation to WSI in its performance of the Services, including without limitation making applicable Hardware and Software accessible and available to WSI technicians within the time required by WSI. WSI will not be in breach of the Agreement if WSI is prevented or delayed in performing as a result of Customer's failure to comply with this [Section 7.1](#). Customer agrees that any such failure may also result in a reasonable adjustment to Fees, including any adjustments as are set out herein or in the Order.

7.2. **Data Backup: On-Premises Deployments.** For Software installed on Customer-owned infrastructure, Customer is solely responsible for implementing and maintaining appropriate data backup and protection measures. Unless Customer has separately purchased storage or backup services under an applicable Order, WSI shall have no responsibility for data loss, or for the reconstruction, replacement, repair, or re-creation of Customer Data or other systems on-premise.

7.3. **Data Backup: WSI-Hosted.** Data backup obligations and recovery terms are governed by the applicable solution-specific agreement purchased by Customer.

8. **SECURITY AND DATA PRIVACY**

8.1. **Security.** Customer will implement and maintain an up-to-date information security program reasonably designed to provide appropriate administrative, technical, and operational measures to prevent a Customer Information Security Incident. If Customer detects or reasonably suspects a Customer Information Security Incident has occurred or may occur, then Customer will promptly notify WSI thereof within twenty-four (24) hours of learning of such Customer Information Security Incident.

8.2. **Subject Data.** Customer is solely responsible for ensuring compliance with all applicable Laws regarding Customer Data. This includes, without limitation: (i) providing all legally required and industry-standard notices to Data Subjects; and (ii) obtaining all necessary and best practice consents from Data Subjects. Customer is solely liable for any failure to comply with these obligations.

8.3. **WSI Security Commitments.** WSI will maintain an information security program that includes administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data in its possession. If WSI detects or reasonably suspects information security incident has occurred, then WSI will promptly notify Customer thereof.

9. **FEES AND PAYMENT.** Unless otherwise set out in the Order, Fees will be invoiced annually in advance. All Fees will be paid in US Dollars and will be due within thirty (30) days of receipt of the invoice for the same. With respect to any amount remaining unpaid after such 30-day period, in addition to any other rights it may have available, WSI may assess interest at a rate equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law from the date that amount was due until the date of payment. Customer may not withhold or offset Fees for any reason. Fees are exclusive of taxes, and Customer will pay all taxes, if any, however designated, incurred in connection with, or as a result of, the Agreement or the license and receipt of Services, including state and local excise, sales, and use taxes paid or payable by WSI (except any tax based on WSI's net income). All Fees are fully earned and non-cancelable, and sums paid are non-refundable. WSI will have the right to increase Fees at renewal of the License Term, Support Term, and Hardware Lease Term, as applicable, and as otherwise set forth in the Agreement, including for factors such as computing costs, inflation, fuel costs, supply chain and third-party provider conditions, and Customer's usage history. Customer's obligation to pay amounts under the Agreement is absolute and unconditional. Failure to pay any Fees when due may result, at WSI's sole discretion, in suspension or termination of access to the Software, Support Services, and/or remote connectivity until full payment is received.

10. **CONFIDENTIAL INFORMATION.** Neither Party may use or disclose any Confidential Information of the other Party except in performing its obligations or exercising its rights under the Agreement (the "**Purpose**"). The receiving Party may only disclose Confidential Information of the disclosing Party to its Representatives and professional advisors that have a need to know such information in connection with the Purpose and who are bound by confidentiality obligations with respect to the disclosed Confidential Information no less stringent than those set out in this Agreement ("**Permitted Recipients**"). Customer shall, and shall cause its Permitted Recipients to, keep all Confidential Information in strict confidence and in no event will Customer or any of its Permitted Recipients disclose any Confidential Information of WSI, including the Services, to any third-party. Confidential Information does not include information or material that the receiving Party can demonstrate: (i) was in or enters the public domain (other than as a result of a breach of this Agreement or another obligation to the disclosing Party); (ii) was in the receiving Party's

possession prior to its receipt from the disclosing Party without an obligation of confidentiality; (iii) is independently developed by the receiving Party without the use of or reference to the disclosing Party's Confidential Information; or (iv) is obtained by the receiving Party from a third-party under no known obligation of confidentiality to the disclosing Party. If a receiving Party becomes legally compelled to disclose any Confidential Information of the disclosing Party, such receiving Party will, if not prohibited by law, promptly notify the disclosing Party of the same prior to any disclosure so that the disclosing Party may, at its discretion, seek a protective order or other appropriate remedy, or waive compliance with these confidentiality terms. If such protective order or other remedy is not obtained, or if the disclosing Party waives compliance with these confidentiality provisions, then the receiving Party will disclose only that portion of the Confidential Information that it is legally required to be disclosed. The receiving Party acknowledges that disclosure of any Confidential Information or trade secret by it or by any person or entity to whom it discloses the disclosing Party's Confidential Information may give rise to irreparable injury to the disclosing Party or the owner of such information and that such injury will not be adequately compensated for by damages. The disclosing Party is liable for all use of Confidential Information by any person or entity to whom it discloses Confidential Information and for such individual or entity's compliance with this Section 10.

11. WARRANTIES AND DISCLAIMERS

11.1. **General Warranty.** Each Party represents and warrants that it is not subject to any agreement or obligation that would prevent it from complying with the Agreement. In its performance under the Agreement, WSI warrants that it will comply with applicable Laws. Customer warrants that it will comply with applicable Laws in its use of the Services and provision and use of Customer Data.

11.2. **Hardware Warranty.** WSI warrants the Hardware as set out in the Hardware Terms.

11.3. **Customer Warranty.** Customer represents and warrants that it has the right to use Customer Data (including third-party data and Subject Data) with and through the Services and to provide WSI with Customer Data (including third-party data and Subject Data) for use by WSI to perform under the Agreement.

11.4. **DISCLAIMER OF WARRANTIES.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER WSI, ITS AFFILIATES,

LICENSORS OR SUPPLIERS, NOR THEIR SHAREHOLDERS OR REPRESENTATIVES, MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ITS REPRESENTATIVES, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SERVICES OR THE AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTY

OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE. WSI DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET THE REQUIREMENTS OF CUSTOMER OR ANY OTHER PERSON OR ENTITY,

OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS". IT IS THE RESPONSIBILITY OF CUSTOMER TO

ASCERTAIN THE SUITABILITY OF THE SERVICES, AND ANY PRODUCTS OR RESULTS OF THE USE THEREOF, FOR ITS PURPOSES, AND ALL

USE OF THE FOREGOING IS AT CUSTOMER'S SOLE RISK. WSI IS NOT RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY OTHER PERSON

OR ENTITY FOR ANY USE OR DISCLOSURE OF CUSTOMER DATA OR ANY PRODUCTS OR RESULTS OBTAINED FROM USE OF THE SERVICES.

ALL THIRD-PARTY ITEMS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY. CUSTOMER ACKNOWLEDGES THAT

IT HAS NOT ENTERED INTO THE AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY CONTAINED

IN THIS AGREEMENT. FOR AVOIDANCE OF DOUBT, WSI WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY FINES OR PENALTIES ASSESSED AGAINST CUSTOMER, ITS AFFILIATES, OR CUSTOMER'S OR ITS AFFILIATES' REPRESENTATIVES BY ANY REGULATORY AUTHORITY FOR FAILURE OF CUSTOMER TO COMPLY WITH APPLICABLE LAWS.

12. INDEMNIFICATION

12.1. **General Indemnity.** In addition to obligations under [Section 12.2](#) and [Section 12.3](#), each Party (the “**Indemnifying Party**”) will indemnify, defend, and hold harmless the other Party, its Affiliates, and the other Party’s and its Affiliates’ Representatives (each, an “**Indemnified Party**”) against all third-party liabilities (including losses, damages, expenses and reasonable attorneys’ fees) to the extent arising from any claim brought by an unrelated third-party alleging injury, in whole or in part, resulting from the negligence or willful misconduct of the Indemnifying Party or its Representatives in connection with Services performed by WSI on Customer’s premises.

12.2. **WSI Indemnity.** WSI will indemnify, defend, and hold Customer harmless from and against any third-party claims, damages, actions, or proceedings that the Software, or Customer’s use thereof as permitted under this Agreement, infringes or misappropriates such third party’s valid U.S. patent, copyright, or trade secret (an “**IP Claim**”). If, in WSI’s reasonable judgment an IP Claim, or threat of an IP Claim, materially interferes with Customer’s use of the subject Software in accordance with the Agreement, WSI will consult with Customer, and WSI will have the option, in WSI’s sole discretion, to: (i) substitute functionally equivalent noninfringing software; (ii) modify the subject Software to make it non-infringing; (iii) obtain for Customer at WSI’s expense the right to continue using the infringing Software; or (iv) if the foregoing (i), (ii), or (iii) are not feasible in WSI’s sole discretion, WSI will notify Customer to cease using the subject Software, and WSI will refund a pro-rata portion of the Fees prepaid for the subject Software for such period of time during which Customer was unable to use the Software as a result of the IP Claim. WSI will have no indemnity obligation for IP Claims resulting or alleged to result from: (v) any Third-Party Items; (vi) any combination, operation, inclusion, or use of any Services with or in any Third-Party Items, except to the extent the IP Claim results from such action expressly permitted in the Documentation, if in WSI’s reasonable judgment the infringement or misappropriation would not have occurred but for such actions and the Third-Party Item; (vii) inclusion of Customer Data or Subject Data within the Software; (viii) any modification of the Software not expressly permitted by this Agreement by a person or entity (including Customer) if such infringement would have been avoided in the absence of such modifications; or (ix) the use of the Software in a manner other than for its intended purposes or contrary to the Documentation or the Agreement. This [Section 12.1.2](#) states WSI’s entire liability and Customer’s sole and exclusive remedy for infringement or misappropriation claims and actions.

12.3. **Customer Indemnity.** Customer will indemnify, defend, and hold WSI, its Affiliates, and their respective Representatives harmless from and against any third-party claims, damages, actions, or proceedings arising out of any third-party claim (which includes claims by Data Subjects) resulting from: (i) Customer Data; (ii) WSI’s Processing of Subject Data as permitted under the Agreement; (iii) Customer’s failure to comply with [Section 8.2](#); (iv) reliance on or use of any products or results from use of the Services by Customer, its Authorized Users, Third-Party Vendors, or Representatives; (v) Customer’s or Permitted Disclosees’ violation of WSI’s Intellectual Property Rights or other proprietary rights; or (vi) use of Third-Party Items by Customer, Authorized Users, or Representatives in combination with Services except to the extent such use is expressly permitted in the Documentation.

12.4. **General.** The defense and indemnification obligations set forth in this [Section 12](#) are conditioned upon: (i) the Indemnified Party providing the Indemnifying Party prompt notice of any claim or cause of action upon which the Indemnified Party intends to base a claim of indemnification hereunder; (ii) the Indemnified Party providing reasonable assistance and cooperation to enable the Indemnifying Party to defend the action or claim hereunder, at the Indemnifying Party’s expense; and (iii) the Indemnifying Party having sole control the defense and all related settlement negotiations, provided, however, that the Indemnified Party may, at its own cost, engage its own attorneys. The conditions set forth in this [Section 12.4](#) will not relieve the indemnifying Party from any liability under this [Section 12](#) except to the extent of actual prejudice.

12.5. **Settlement of Claims.** In connection with any obligation for indemnification under this Agreement the Indemnifying Party (i) may not settle any claim that results in the Indemnified Party’s liability without such Indemnified Party’s prior written consent, and (ii) will reasonably consult with the Indemnified Party during any settlement discussions.

13. LIMITATION OF LIABILITY

13.1. **LIMITATION OF REMEDY.** EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL WSI OR ITS AFFILIATES OR THEIR RESPECTIVE LICENSORS, SUPPLIERS, SHAREHOLDERS, OR REPRESENTATIVES BE LIABLE TO CUSTOMER, ITS AFFILIATES, REPRESENTATIVES, OR ANY OTHER PERSON OR ENTITY, FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR

PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH THEREOF AND INCLUDING DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF GOODWILL, LOSS OF REPUTATION, REGULATORY FINES, LOSS OF

DATA AND COSTS OF RECREATING LOST DATA, AND COST OF ANY SUBSTITUTE EQUIPMENT, SOFTWARE PROGRAM, OR DATA, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES HAS BEEN COMMUNICATED TO WSI AND REGARDLESS OF WHETHER WSI HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES. WSI WILL NOT BE LIABLE FOR

ANY DAMAGES WHATSOEVER ARISING FROM CUSTOMER'S RELIANCE ON OR USE OF THE SERVICES, OR ANY PRODUCTS OR RESULTS FROM THE USE THEREOF.

13.2. MAXIMUM LIABILITY. EXCEPT FOR WSI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.2, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL WSI'S AGGREGATE LIABILITY UNDER THE CONTRACT DOCUMENTS FOR ALL CLAIMS

AND ANY DAMAGES TO CUSTOMER, ITS AFFILIATES, AUTHORIZED USERS, SUBJECTS, OR ANY OTHER INDIVIDUAL OR ENTITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY,

OR OTHERWISE, EVER EXCEED THE ACTUAL FEES RECEIVED BY WSI UNDER THE CONTRACT DOCUMENTS DURING THE TWELVE (12)

MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM AROSE.

14. TERM; TERMINATION

14.1. Term. This Agreement will continue until the termination or expiration of the last Order, unless earlier terminated as provided herein. Each License Term, a Support Term, and a Lease Term will automatically renew for additional periods of one (1) year unless either Party provides the other Party with written notice of non-renewal at least forty-five (45) days prior to the end of the applicable term. Fees for renewal terms will be invoiced sixty (60) days prior to the expiration of the License Term, Support Term, or Lease Term, as applicable.

14.2. Termination for Breach. If a Party materially breaches any provision of the Agreement and does not substantially cure such default, or commence and diligently pursue a cure, within thirty (30) days after being given written notice specifying the default, the non-defaulting Party may terminate the Agreement. Either Party may terminate this Agreement upon written notice to the other Party if all Orders and Statements of Work have expired or terminated.

14.3. WSI Suspension and Termination Rights. In addition to its rights under Section 14.1 (Termination for Breach), WSI has the right to: (i) suspend provision of Services upon a failure by Customer to pay Fees when due; (ii) suspend Customer's access to and use of the System as required by any third-party providing services necessary for WSI to provide the Services; (iii) suspend or terminate Customer's access and use of the Software upon an actual or threatened violation of Section 2.3 (Use Restrictions) or Section 8.2 (Subject Data); (iv) suspend Customer's access to the Software where WSI (or its licensors or suppliers) has a goodfaith reason to believe that Customer is using the Software in a manner that may cause immediate and ongoing harm to WSI, its Affiliates, their respective Representatives, or WSI's licensors, suppliers, or any third-party, including actions that violate applicable Laws; and (v) terminate the provision of Software as a service upon termination of WSI's agreement (other than as the result of a default by WSI under such agreement) with any third-party provider providing services necessary for WSI to provide the System. WSI will have no liability for any suspension or termination under this Section 14.3, provided that any such action was made in good faith.

14.4. Effect of Termination or Expiration. Upon termination or expiration of the Agreement or any Order, all rights, Services, and licenses granted by WSI will immediately cease, and Customer shall promptly return or destroy all Confidential Information as instructed by WSI. Upon expiration or termination of a License Term, Customer will promptly cease all use, uninstall the Software, destroy any copies, and certify destruction in writing within ten (10) days of expiration or termination.

14.5. Survival. Termination or expiration of an Order will not impact the termination or expiration of a separate Order. Termination of an Order or this Agreement will not affect the survival of confidentiality obligations set out in this Agreement, indemnification and limitation of liability terms, Customer's payment obligations, and any other provisions that would be understood to survive a termination or expiration, all of which provisions will survive such termination or expiration.

14.6. Post-Term Deactivation; Certification; Verification:

14.6.1. Technical Deactivation: Upon any expiration or termination of the applicable License Term, Support Term, or Hardware Lease Term, or upon any suspension pursuant to Section 14.3, WSI may, without liability, remotely disable, deactivate, or otherwise technically restrict access to the System, Software, Firmware feature keys, and Credentials, and may require Customer to cease all use, uninstall, and destroy the Software. WSI's exercise of such rights will not limit or waive any other remedy available under the Agreement.

- 14.6.2. Cessation and Certification.** Within ten (10) days after: (i) expiration or termination of the applicable term, or (ii) WSI's written request following a suspension for non-payment, Customer shall (A) cease all access to and use of the Services and Software, (B) uninstall and destroy all copies of the Software (including backup, archival, and disasterrecovery copies) in Customer's possession or control, and (C) deliver to WSI a written certification of cessation and destruction executed by an officer of Customer attesting to compliance with this Section 14.6.2.
- 14.6.3. Limited Verification Right.** In addition to WSI's audit rights under 15.1, and solely to confirm compliance with Section 14.6.2, Customer will provide reasonable cooperation and information requested by WSI (e.g., system inventory reports, screenshots, de-activation logs). Any verification activities will be conducted during normal business hours, upon reasonable advance notice, and will not unreasonably disrupt Customer's operations.
- 14.6.4. Reactivation.** If WSI suspends access for non-payment, WSI may condition any reactivation on: (i) receipt of all pastdue amounts, (ii) payment of any applicable reinstatement or re-activation fees, and (iii) Customer's implementation of any Updates required by WSI.

15. GENERAL

15.1. Audits. WSI has the right to conduct reasonable audits of Customer's business operations to determine Customer's compliance with the Agreement. The Parties will work in good faith to resolve any non-compliance discovered in any such audit. If the Parties cannot reach a resolution and, in WSI's reasonable judgement, the non-compliance is material, WSI may terminate this Agreement and/or suspend the Services.

15.2. Force Majeure. Neither Party will be liable to the other for any delay or failure to perform (other than a failure of payment obligations) arising out of causes beyond its reasonable control, including technology interruptions or failures, government action, riots, epidemics, severe weather, acts of the other Party, fire, flood, terrorism, war, acts of the enemy, embargoes, work stoppages, labor disputes, or strikes. A Party will notify the other promptly upon learning of an event that may result in any delay or failure to perform. If a force majeure event occurs and continues to prevent substantial performance by the affected Party for more than sixty (60) days, either Party may terminate the impacted Order upon prior written notice to the other Party.

15.3. Entire Agreement; Interpretation. The applicable Contract Documents constitute the entire agreement between the Parties regarding the subject matter hereof and of all Orders and Scopes of Work hereunder, and supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No modifications, additions, or amendments to the Agreement will be effective unless made in writing and signed by duly authorized representatives of the Parties. As used herein, all references to the plural number will include the singular number and vice versa, and "includes" means "including without limitation". Unless the context requires otherwise, "will", "shall", "will not", and "shall not" are expressions of command, not merely expressions of future intent or expectation. All references to "days" will mean calendar days, unless stated otherwise.

15.4. Assignment. Customer will not assign or otherwise transfer the Agreement or any rights and obligations thereunder (by operation of law or otherwise) in whole or in part, and any such attempted assignment will be void and of no effect. The Agreement will be binding upon and inure to the benefit of the Parties, their legal representatives, and permitted transferees, successors, and assigns.

15.5. Third-Party Beneficiaries. Excluding WSI's suppliers or vendors whose Third-party Terms apply pursuant to Section 3, there are no third-party beneficiaries to the Agreement and, in particular, but without limiting the generality of the foregoing, no Authorized Users (including Third-Party Vendors), Data Subjects, Permitted Recipients, any Customer Affiliate, or Customer's or its Affiliates' Representatives, will have any legal rights or entitlements of any kind hereunder under any circumstances.

15.6. Waiver and Invalidity. No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law.

15.7. Choice of Law. The Agreement will be exclusively construed, governed, and enforced in all respects in accordance with the internal laws of the State of Indiana.

15.8. Export. Customer will not dispose of any Services, know-how, technical data, documentation, or other materials furnished to it pursuant to the Agreement to any party or in any manner which would constitute a violation of applicable export control laws, including applicable laws of the United States.

15.9. Notices. Any and all notices permitted or required to be given hereunder will be deemed duly given upon actual delivery, if delivery is by hand or by reputable express courier. Each such notice must be sent to the respective Party at the address indicated in the Order or such other address of which the other Party is duly notified in accordance with this Section.



Valsoft Corporation Inc. DBA WSI Technologies

Customer: Calhoun County Consolidated Dispatch Authority

Signature: _____  _____

Signature: _____

Name: _____ Jim Hansen _____

Name: _____ Michael Armitage _____

Title: _____ President/CEO _____

Title: _____ Executive Director _____

Date: _____ 10-15-2025 _____

Date: _____

Change Order Number: 16
Date: 11/3/2025
Project Name and Number: USMI22D027
Customer Name: Calhoun County, MI
Customer Project Mgr: Exec. Director Michael Armitage

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

This change order replaces expired Change Order 10 to provide parts and labor to add a NICE radio I.P. logging solution to Calhoun County dispatch.
 This change order also includes six years of NICE Gold maintenance and six years of NICE SUA.

Contract Project Identifier (Name or Number): [USMI22D027] **Contract Date:** 10/29/2022

In accordance with the terms and conditions of the contract identified above between [Calhoun County] and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	\$14,482,542.00
Previous Change Order amounts for Change Order numbers 01 through 15:	\$3,289,612.80
This Change Order:	\$ 393,310.00
Contract Credit (If Applicable):	\$ 0
New Contract Price:	\$ 18,165,465.00

***"Contract Price" does not include taxes.**

Completion Date Adjustments

Original Completion Date:	03/29/2023
Current Completion Date prior to this Change Order:	09/30/2025
New Completion Date:	03/01/2026

Equipment Changes: (additions, deletions or modifications) Include attachments if needed.		
PRODUCTS		
Part Number	Description	Quantity
DDN3329A	Audio Recording Channel license with Inform Professional applications support - New	14.00
DDN3308A	Inform Release 10 Indicator	1.00
DDN3331A	Additional channel premium for a P25 TR channel - New	14.00
DDN2523A	MySQL Server license (Standard Edition)	1.00
DDN2522A	MS SQL 2016 64 bit User/Device Client Access License	5.00
DDN2521A	MS SQL 2016 64 bit Server Client Access License	1.00
DDN4076A	GENERIC DL360 SERVER BUNDLE - FOR LBS, STORAGE, APPLICATION SERVER, GENERAL USE HPE Proliant DL360 Gen11 4LFF Server 1 x Intel Xeon-Silver 4410Y 2.0GHz 12-core processor 2 x HPE 32GB RAM, 2 x HPE 6TB SAS HDD, MR408i-o controller, 2 x 800W Platinum PSU 4-Port 1 Gigabit Ethernet Adapter Price includes: Installation and licensing of MS Windows Server OS, HPE iLO Advanced License, and other pre-shipping server configuration services - including creation of storage partitions.	1.00
DDN3681A	ASTRO Next 2024 Indicator	1.00
DDN4068A	SINGLE ASTRO RADIO LOGGER GEN11 BUNDLE HPE Proliant DL360 Gen11 4LFF Server 1 x Intel Xeon-Silver 4410Y 2.0GHz 12- core processor 2 x HPE 32GB RAM, 2 x HPE 6TB SAS HDD, MR408i- o controller, 2 x 800W Platinum PSU 4-Port 1 Gigabit Ethernet Adapter Price includes: ASTRO integration license. Installation and licensing of MS Windows Server OS, HPE iLO Advanced License, and other pre-shipping server configuration services - including creation of storage partitions.	1.00

Scope of Work Changes: (additions, deletions or modifications) Include attachments if needed.
<p>Add equipment and services to implement NICE IP logger at Calhoun County dispatch as per Calhoun County requested quote Q_64848 v2 i.e.</p> <p>“Motorola Certified IP Radio Recorder Solution for Calhoun County, MI.</p> <p>The IP Radio Recording Solution comprises 2 servers: the IP Radi Logger Server and the Logger Backup Server (LBS). Both servers are HP DL360 Gen11 Servers that are deployed on the Motorola Radio Network Infrastructure (RNI) as integral components of the radio system.</p> <p>The IP Radio Logger is licensed with 14 channels to support the recording of up to 14 concurrent radio transmissions from the ASTRO AN2024 radio system. Up to 256 talk groups are supported.</p> <p>The LBS provides an archive destination for the IP Radio Logger which maintains a copy of the recordings captured by the IP Radio Logger and also provides a backup location for the logger's calls database.</p> <p>The LBS also hosts Inform, which is used to access the radio recordings via the Reconstruction app, running on a Windows PC on the RNI.</p> <p>Motorola's UEM monitors the IP Radio Logger and LBS for alarms and alerts generated via SNMP traps.</p> <p>The IP Radio Logger system is incorporated into the NICE Inform Solution delivered by WSI to give the County's users the ability to seamlessly replay phone and radio recordings from within the one instance of Inform Reconstruction</p>

NICE Professional Services includes:
 Installation, commissioning and configuration of the recorder software. Installation, commissioning of Inform on the LBS.
 Execution of the Implementation Test Plan (ITP) to validate the installation.
 Half day remote end-user training to cover search and replay of recordings from the IP Radio Logger.
 Project Management.
 Motorola will coordinate the physical installation of the IP Logger Server and LBS into suitable 4-post equipment cabinets, power and network connections, provided by Calhoun County”

SUA/Support Service Changes: *(additions, deletions or modifications)* **Include attachments if needed. Must be completed by Project CSM.**

6 years of “non-cancellable” SUA (including 1 hardware upgrade) included.
 6 years of “non-cancellable” NICE Gold included.

Schedule Changes: *(describe change or N/A)*

NICE Change Order final acceptance 3/1/2026

Contract Price Changes: *(describe change or N/A)*

The addition of \$ 393,310.00 to the contract.

Customer Responsibilities: *(describe change or N/A)*

No changes

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

Customer to pay \$ 121,751.00 upon beneficial use of NICE Logger.
 Customer to pay Maintenance and SUA as follows...

Year 1 \$32,851.91 – Due upon Beneficial Use
 Year 2 \$ 41,407.13 – Due the beginning of year 2
 Year 3 \$ 44,367.23 - Due the beginning of year 3
 Year 4 \$ 47,540.84 – Due the beginning of year 4
 Year 5 \$ 50942.02 – Due the beginning of year 5
 Year 6 \$ 54450.74 – Due the beginning of year 6

Purchase Order Requirements for this Change Order (select only one).

XX A Purchase Order is required - included with this change order and is attached.

No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Customer

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Reviewed by: _____
Motorola Solutions Project Manager

Date: _____

Claims Payable 10/08/25 - 11/01/25

Payment Date Range 10/08/25 - 11/01/25

Vendor	Invoice No.	Invoice Desc	Status	Invoice Date	Due Date	G/L Date	Payment Date	Invoice Amount
Fund 261 - 911 Service Fund								
Org 261325 - Dispatch								
Account 261325-718060 - Retirement CDA MERS DB								
1036 - MERS	Sept 25 Dispatch DB	September 2025 MERS DB Dispatch	Paid by EFT # 3107	10/13/2025	11/12/2025	10/13/2025	10/16/2025	\$24,963.00
Account 261325-718060 - Retirement CDA MERS DB Invoice Transactions 1							\$24,963.00	
Account 261325-728000 - Office Supplies								
5434 - STAPLES BUSINESS ADVANTAGE	7007082231	Sept office supplies	Paid by EFT # 8109	09/30/2025	10/30/2025	10/16/2025	10/21/2025	\$262.59
Account 261325-728000 - Office Supplies Totals Invoice Transactions 1							\$262.59	
Account 261325-728050 - Small Equipment								
1749 - CHROUCH COMMUNICATIONS, INC	12940200	Albion TWD FD work	Paid by EFT # 8102	10/03/2025	10/13/2025	10/16/2025	10/21/2025	\$3,934.08
1749 - CHROUCH COMMUNICATIONS, INC	12957200	Antenna	Paid by EFT # 8102	10/09/2025	10/19/2025	10/16/2025	10/21/2025	\$173.35
1749 - CHROUCH COMMUNICATIONS, INC	12966400	antenna, short whip 7/800	Paid by EFT # 8102	10/03/2025	10/13/2025	10/16/2025	10/21/2025	(\$215.00)
1749 - CHROUCH COMMUNICATIONS, INC	12966600	Athens FD	Paid by EFT # 8102	10/03/2025	10/13/2025	10/16/2025	10/21/2025	\$1,883.45
1749 - CHROUCH COMMUNICATIONS, INC	12980600	Mini UHF Pennfield Substation	Paid by EFT # 8236	10/22/2025	11/01/2025	10/24/2025	10/28/2025	\$382.80
Account 261325-728050 - Small Equipment Totals Invoice Transactions 5							\$6,158.68	
Account 261325-801000 - Contractual Services								
11685 - RICHARD T JANKA	1028	Pre Employment- Corey, Wilson, Milligan, Waschak	Paid by EFT # 7966	10/06/2025	11/05/2025	10/09/2025	10/14/2025	\$2,000.00
11059 - TIMOTHY KENNETH FIFER	3089	Milligan and Wilder backgrounds	Paid by EFT # 8242	09/05/2025	10/05/2025	10/24/2025	10/28/2025	\$1,900.00

10146 - COMMUNICATIONS VENTURE CORPORATION	22370	6/8/25-6/7/26 RapidSOS premium	Paid by Check # 1011655	08/31/2025	09/30/2025	10/09/2025	10/14/2025	\$14,940.00
Account 261325-801000 - Contractual Services Totals							Invoice Transactions 3	\$18,840.00
Account 261325-808010 - Association Dues Expense								
7737 - APCO INTERNATIONAL	1204386	Group Membership 1/1/26-12/31/26	Paid by EFT # 8234	10/09/2025	11/08/2025	10/24/2025	10/28/2025	\$1,861.00
Account 261325-808010 - Association Dues Expense							Invoice Transactions 1	\$1,861.00
Account 261325-810000 - Education & Training								
6562 - NATIONAL ACADEMIES OF EMERGENCY DISPATCH	SIN412834	EMD retest Gentry	Paid by EFT # 7967	07/31/2025	08/30/2025	10/09/2025	10/14/2025	\$30.00
Account 261325-810000 - Education & Training Totals							Invoice Transactions 1	\$30.00
Account 261325-820010 - Interpreter Fees Misc								
3683 - LANGUAGE LINE SERVICES	11731580	Sept services	Paid by Check # 1011656	09/30/2025	10/30/2025	10/09/2025	10/14/2025	\$61.18
Account 261325-820010 - Interpreter Fees Misc Totals							Invoice Transactions 1	\$61.18
Account 261325-835020 - Health Services EE Physicals								
1587 - BRONSON METHODIST HOSPITAL	700001870 10/4/2025	ACCT#700001870 PRE- EMPLOYMENT CCDA	Paid by Check # 1011730	10/04/2025	11/03/2025	10/14/2025	10/21/2025	\$228.00
Account 261325-835020 - Health Services EE Physicals							Invoice Transactions 1	\$228.00
Account 261325-850030 - Communications Telephone								
1080 - PENINSULA FIBER NETWORK LLC	50043816	10/1-10/31	Paid by EFT # 8105	10/01/2025	10/31/2025	10/16/2025	10/21/2025	\$750.00
1233 - AT&T	26978123261010 25	9/5-10/4 269 781- 2326 218 0	Paid by Check # 1011721	10/04/2025	10/24/2025	10/16/2025	10/21/2025	\$523.26
1233 - AT&T	3325936017	831-001-0449 031 9/7-10/6	Paid by Check # 1011805	10/07/2025	11/06/2025	10/24/2025	10/28/2025	\$440.68
1233 - AT&T	9646817019	831-001-0449 044 10/7-11/6	Paid by Check # 1011806	10/07/2025	11/06/2025	10/24/2025	10/28/2025	\$482.54
1233 - AT&T	28731182638111 25	287311826381 9/12-10/11	Paid by Check # 1011807	10/11/2025	11/06/2025	10/24/2025	10/28/2025	\$686.63
Account 261325-850030 - Communications Telephone							Invoice Transactions 5	\$2,883.11
Account 261325-861000 - Travel								
11482 - MICHAEL ARMITAGE	MA10825	APCO AI reimbursement	Paid by Check # 1011804	10/08/2025	11/07/2025	10/24/2025	10/28/2025	\$44.00
Account 261325-861000 - Travel Totals							Invoice Transactions 1	\$44.00

Account 261325-921000 - Electricity								
1865 - CITY OF MARSHALL	31008800001025	3100880000 8/8-9/3 18 1/2 Mile Rd	Paid by EFT # 7964	09/03/2025	10/10/2025	10/09/2025	10/14/2025	\$63.91
1981 - CONSUMERS ENERGY	202166127508	1000 8203 3174 John Patterson 9/2-9/29	Paid by EFT # 7965	09/29/2025	10/23/2025	10/09/2025	10/14/2025	\$119.81
1865 - CITY OF MARSHALL	31008800001125	3100880000 18 1/2 Mile Rd 9/3-10/1	Paid by EFT # 8103	10/01/2025	11/07/2025	10/16/2025	10/21/2025	\$128.47
1981 - CONSUMERS ENERGY	204034932760	1000 5433 6795 10 1/2 Mile Rd 9/4-10/2	Paid by EFT # 8104	10/02/2025	10/27/2025	10/16/2025	10/21/2025	\$138.39
1865 - CITY OF MARSHALL	2806000003 0925	ACCT# 2806000003 09/03/25 - 10/03/25	Paid by EFT # 8139	10/04/2025	10/31/2025	10/14/2025	10/21/2025	\$2,169.38
1981 - CONSUMERS ENERGY	202611118472	1001 0473 5541 13 1/2 Mile Rd 9/16-10/15	Paid by EFT # 8238	10/15/2025	11/07/2025	10/24/2025	10/28/2025	\$526.22
1981 - CONSUMERS ENERGY	204479879353	1000 7586 7869 9/12-10/13 Walnut St	Paid by EFT # 8239	10/13/2025	11/05/2025	10/24/2025	10/28/2025	\$58.73
1981 - CONSUMERS ENERGY	204568877651	1000 5482 0483 9/16-10/15 D Drive N	Paid by EFT # 8240	10/15/2025	11/07/2025	10/24/2025	10/28/2025	\$116.23
1981 - CONSUMERS ENERGY	205547702899	1001 0351 5621 9/12-10/13 24 1/2 Mile Rd	Paid by EFT # 8241	10/13/2025	11/05/2025	10/24/2025	10/28/2025	\$516.00
Account 261325-921000 - Electricity Totals						Invoice Transactions 9	\$3,837.14	
Account 261325-922000 - Natural Gas								
5167 - SEMCO ENERGY, INC.	0312111.5011031 25	0312111.501 Meachem 9/2-9/25	Paid by EFT # 8106	09/25/2025	10/31/2025	10/16/2025	10/21/2025	\$19.94
5167 - SEMCO ENERGY, INC.	0317738.5011031 25	0317738.501 Rittenhouse 9/2-10/1	Paid by EFT # 8107	10/01/2025	10/31/2025	10/16/2025	10/21/2025	\$19.94
5167 - SEMCO ENERGY, INC.	0366822.5001125	0366822.500 John Patterson 9/3-10/2	Paid by EFT # 8108	10/02/2025	11/03/2025	10/16/2025	10/21/2025	\$19.94

5167 - SEMCO ENERGY, INC.	0387467.5001125	0387467.500	Paid by EFT # Hubbard St 9/4- 10/3	8243	10/03/2025	11/04/2025	10/24/2025	10/28/2025	\$28.99
9839 - MICHIGAN GAS UTILITIES	5674936169	0506642759-	Paid by Check # 00001 Walnut St 9/22-10/21	1011808	10/21/2025	11/13/2025	10/24/2025	10/28/2025	\$42.50
Account 261325-922000 - Natural Gas Totals								Invoice Transactions 5	\$131.31
Account 261325-931010 - Equipment-Repair and Maint									
4338 - MOTOR SHOP ELECTRICAL CONSTRUCTION CO.	79172	Tekonsha Tower-	Paid by Check # Generator repair	1011657	10/01/2025	10/31/2025	10/09/2025	10/14/2025	\$240.00
2091 - CUMMINS SALES & SERVICE	S3-251047357	10/9/25 planned	Paid by Check # maint	1011722	10/11/2025	11/10/2025	10/16/2025	10/21/2025	\$1,515.28
Account 261325-931010 - Equipment-Repair and Maint								Invoice Transactions 2	\$1,755.28
Account 261325-942000 - Building Rental									
1334 - EVANS CONSOLES INCORPORATED	U51468	1 Yr Maint. Cleaning	Paid by Check # 1011654		09/12/2025	10/12/2025	10/09/2025	10/14/2025	\$4,455.00
Account 261325-942000 - Building Rental Totals								Invoice Transactions 1	\$4,455.00
Account 261325-955000 - Miscellaneous									
1429 - BESCO WATER TREATMENT INC	920912900	CCFDA Cooler rental	Paid by EFT # 7963		09/01/2025	10/01/2025	10/09/2025	10/14/2025	\$6.00
1429 - BESCO WATER TREATMENT INC	920986123	Water Delivery 9/4/25	Paid by EFT # 7963		09/04/2025	10/04/2025	10/09/2025	10/14/2025	\$10.50
1429 - BESCO WATER TREATMENT INC	921841652	CCFDA Water Delivery 9/18/25	Paid by EFT # 7963		09/18/2025	10/18/2025	10/09/2025	10/14/2025	\$17.50
1429 - BESCO WATER TREATMENT INC	922823130	CCFDA Water delivery 9.24	Paid by EFT # 7963		09/24/2025	10/24/2025	10/09/2025	10/14/2025	\$17.50
1429 - BESCO WATER TREATMENT INC	923683267	Water Delivery 10/16/25	Paid by EFT # 8235		10/16/2025	11/15/2025	10/24/2025	10/28/2025	\$23.50
1858 - CINTAS	5298350307	Oct Med cabinet refill	Paid by EFT # 8237		10/21/2025	11/20/2025	10/24/2025	10/28/2025	\$199.92
Account 261325-955000 - Miscellaneous Totals								Invoice Transactions 6	\$274.92
Org 261325 - Dispatch Totals								Invoice Transactions 43	\$65,785.21
Fund 261 - 911 Service Fund Totals								Invoice Transactions 43	\$65,785.21
									\$65,785.21

YEAR-TO-DATE BUDGET REPORT

FOR 2025 11

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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261 911 Service Fund

261320 Training

261320 615010	Surcharges State	-30,000	0	-30,000	-14,939.00	.00	-15,061.00	49.8%*
261320 703020	Salaries Regular	15,000	0	15,000	.00	.00	15,000.00	.0%
261320 703030	Salaries Overtime	2,500	0	2,500	.00	.00	2,500.00	.0%
261320 703050	Salaries S&A	0	0	0	.00	.00	.00	.0%
261320 715000	Social Security E	0	0	0	.00	.00	.00	.0%
261320 715010	Medicare Expense	0	0	0	.00	.00	.00	.0%
261320 716000	Insurance Health	0	0	0	.00	.00	.00	.0%
261320 716005	Insurance HSA	0	0	0	.00	.00	.00	.0%
261320 716020	Insurance Vision	0	0	0	.00	.00	.00	.0%
261320 716030	Insurance Dental	0	0	0	.00	.00	.00	.0%
261320 716040	Insurance Waiver	0	0	0	.00	.00	.00	.0%
261320 717000	Insurance Life	0	0	0	.00	.00	.00	.0%
261320 718060	Retirement CDA ME	0	0	0	.00	.00	.00	.0%
261320 718070	Retirement CDA ME	0	0	0	.00	.00	.00	.0%
261320 719000	Workers Compensat	0	0	0	.00	.00	.00	.0%
261320 720000	Unemployment	0	0	0	.00	.00	.00	.0%
261320 810000	Education & Train	10,000	0	10,000	2,091.95	.00	7,908.05	20.9%
261320 861000	Travel	2,500	0	2,500	.00	.00	2,500.00	.0%
261320 861004	Mileage	0	0	0	.00	.00	.00	.0%
261320 955999	Misc Operating -	0	0	0	.00	.00	.00	.0%
TOTAL Training		0	0	0	-12,847.05	.00	12,847.05	100.0%

261325 Dispatch

261325 402000	Property Tax - Re	-3,727,070	0	-3,727,070	-3,769,298.88	.00	42,228.88	101.1%
261325 410000	Property Tax - Pe	-587,315	0	-587,315	-738,812.32	.00	151,497.32	125.8%
261325 411000	Property Tax - Re	-1,200	0	-1,200	1,283.99	.00	-2,483.99	-107.0%*
261325 412000	Property Tax - Pe	0	0	0	.00	.00	.00	.0%
261325 432000	Payment In Lieu o	-6,700	0	-6,700	-4,915.12	.00	-1,784.88	73.4%*
261325 437000	Industrial Facili	-33,220	0	-33,220	-32,801.69	.00	-418.31	98.7%*
261325 445000	Penalties and Int	-650	0	-650	-1,846.27	.00	1,196.27	284.0%
261325 569000	State Grants - Ot	0	0	0	-7,781.89	.00	7,781.89	100.0%
261325 573000	Local Community S	0	0	0	-202,494.33	.00	202,494.33	100.0%
261325 581000	Local Contributio	0	0	0	.00	.00	.00	.0%
261325 607015	Fees FOIA	-500	0	-500	-375.20	.00	-124.80	75.0%*
261325 615010	Surcharges State	-315,000	0	-315,000	-165,485.00	.00	-149,515.00	52.5%*
261325 615020	Surcharges 911	-765,000	0	-765,000	-429,761.62	.00	-335,238.38	56.2%*

YEAR-TO-DATE BUDGET REPORT

FOR 2025 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
261 911 Service Fund	APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL
261325 615030 Surcharges Local	-718,583	0	-718,583	-538,937.95	.00	-179,645.05	75.0%*
261325 665000 Interest	-25,000	0	-25,000	-77,926.24	.00	52,926.24	311.7%
261325 665050 Interest - Invest	0	0	0	-20,336.88	.00	20,336.88	100.0%
261325 667000 Rent	0	0	0	.00	.00	.00	.0%
261325 674000 Private Contrib a	0	0	0	-97,579.27	.00	97,579.27	100.0%
261325 675000 Miscellaneous Rev	-143,955	-550,000	-693,955	-100,628.48	.00	-593,326.52	14.5%*
261325 676020 Reimbursements Sa	0	0	0	-10,984.50	.00	10,984.50	100.0%
261325 691010 Other Fin Source	0	0	0	.00	.00	.00	.0%
261325 692000 Carry Over Miscel	-178,013	0	-178,013	.00	.00	-178,013.00	.0%*
261325 696020 Proceeds from Bon	0	0	0	.00	.00	.00	.0%
261325 696035 Proceeds from Sub	0	0	0	.00	.00	.00	.0%
261325 697010 Proceeds Premium	0	0	0	.00	.00	.00	.0%
261325 703020 Salaries Regular	2,214,529	0	2,214,529	1,573,482.76	.00	641,046.24	71.1%
261325 703030 Salaries overtime	175,000	0	175,000	301,035.52	.00	-126,035.52	172.0%*
261325 703050 Salaries S&A	0	0	0	34,264.79	.00	-34,264.79	100.0%*
261325 708000 Termination Pay	0	0	0	12,407.34	.00	-12,407.34	100.0%*
261325 709000 Paid Time Off Wag	0	0	0	14,081.13	.00	-14,081.13	100.0%*
261325 712001 Funeral Leave Wag	0	0	0	8,047.31	.00	-8,047.31	100.0%*
261325 715000 Social Security E	135,933	0	135,933	119,048.23	.00	16,884.77	87.6%
261325 715010 Medicare Expense	31,790	0	31,790	27,841.84	.00	3,948.16	87.6%
261325 716000 Insurance Health	545,000	0	545,000	401,037.81	.00	143,962.19	73.6%
261325 716005 Insurance HSA	75,000	0	75,000	12,656.25	.00	62,343.75	16.9%
261325 716020 Insurance Vision	8,500	0	8,500	5,812.15	.00	2,687.85	68.4%
261325 716030 Insurance Dental	31,500	0	31,500	20,972.85	.00	10,527.15	66.6%
261325 716040 Insurance waiver	26,000	0	26,000	25,386.36	.00	613.64	97.6%
261325 717000 Insurance Life	1,750	0	1,750	990.43	.00	759.57	56.6%
261325 718060 Retirement CDA ME	315,000	0	315,000	399,667.00	.00	-84,667.00	126.9%*
261325 718070 Retirement CDA ME	169,874	0	169,874	164,841.70	.00	5,032.30	97.0%
261325 719000 workers Compensat	9,208	0	9,208	12,009.98	.00	-2,801.98	130.4%*
261325 720000 Unemployment	216	0	216	4,101.92	.00	-3,885.92	1899.0%*
261325 724020 Allowance Auto	0	0	0	.00	.00	.00	.0%
261325 724030 Allowance Cell Ph	1,920	0	1,920	2,160.00	.00	-240.00	112.5%*
261325 728000 Office Supplies	6,500	0	6,500	9,050.04	.00	-2,550.04	139.2%*
261325 728050 Small Equipment	45,000	0	45,000	43,403.24	.00	1,596.76	96.5%
261325 735000 Building Maintena	1,250	0	1,250	2,986.00	.00	-1,736.00	238.9%*
261325 740000 Uniform Supplies	7,500	0	7,500	3,482.22	.00	4,017.78	46.4%
261325 755010 Kitchen Supplies	250	0	250	.00	.00	250.00	.0%
261325 755020 Food Supplies Exp	0	0	0	.00	.00	.00	.0%
261325 801000 Contractual Servi	295,658	0	295,658	238,425.69	.00	57,232.31	80.6%
261325 801030 Cont Svc Property	10,000	0	10,000	1,232.00	.00	8,768.00	12.3%
261325 804000 Auditing and Acco	11,000	0	11,000	10,200.00	.00	800.00	92.7%
261325 808010 Association Dues	4,200	0	4,200	2,661.00	.00	1,539.00	63.4%
261325 810000 Education & Train	36,000	0	36,000	22,009.40	.00	13,990.60	61.1%
261325 810010 Administrative Fe	106,000	0	106,000	.00	.00	106,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

ACOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
261	911 Service Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
261325	813010	17,500	0	17,500	2,555.00	.00	14,945.00	14.6%
261325	820010	1,000	0	1,000	708.51	.00	291.49	70.9%
261325	835020	1,000	0	1,000	2,196.00	.00	-1,196.00	219.6%*
261325	835030	0	0	0	.00	.00	.00	.0%
261325	850030	55,000	0	55,000	35,145.94	.00	19,854.06	63.9%
261325	850060	2,500	0	2,500	1,136.01	.00	1,363.99	45.4%
261325	850070	500	0	500	83.13	.00	416.87	16.6%
261325	850080	3,500	0	3,500	289.27	.00	3,210.73	8.3%
261325	861000	32,000	0	32,000	27,383.52	.00	4,616.48	85.6%
261325	861004	600	0	600	399.98	.00	200.02	66.7%
261325	864000	2,500	0	2,500	1,755.36	.00	744.64	70.2%
261325	873020	1,400	0	1,400	875.01	.00	524.99	62.5%
261325	874000	8,000	0	8,000	5,305.56	.00	2,694.44	66.3%
261325	886000	0	0	0	104.34	.00	-104.34	100.0%*
261325	915000	83,010	0	83,010	56,009.40	961.00	26,039.60	68.6%
261325	921000	55,000	0	55,000	49,952.59	.00	5,047.41	90.8%
261325	922000	3,000	0	3,000	1,958.53	.00	1,041.47	65.3%
261325	931010	164,400	0	164,400	200,977.09	57,359.00	-93,936.09	157.1%*
261325	942000	0	0	0	4,455.00	.00	-4,455.00	100.0%*
261325	943000	10,300	0	10,300	10,284.12	.00	15.88	99.8%
261325	955000	17,500	0	17,500	7,683.16	.00	9,816.84	43.9%
261325	955999	0	0	0	.00	.00	.00	.0%
261325	958010	50,000	0	50,000	35,553.00	.00	14,447.00	71.1%
261325	964000	0	0	0	.00	.00	.00	.0%
261325	981000	270,682	550,000	820,682	360,600.50	202,478.98	257,602.52	68.6%
261325	991010	540,000	0	540,000	540,000.00	.00	.00	100.0%
261325	991020	0	0	0	.00	.00	.00	.0%
261325	991030	96,364	0	96,364	.00	.00	96,364.00	.0%
261325	992010	817,500	0	817,500	817,500.00	.00	.00	100.0%
261325	992020	0	0	0	.00	.00	.00	.0%
261325	992030	4,372	0	4,372	.00	.00	4,372.00	.0%
261325	993000	0	0	0	500.00	.00	-500.00	100.0%*
261325	993100	0	0	0	.00	.00	.00	.0%
261325	996000	0	0	0	.00	.00	.00	.0%
TOTAL Dispatch		0	0	0	-561,975.67	260,798.98	301,176.69	100.0%
TOTAL 911 Service Fund		0	0	0	-574,822.72	260,798.98	314,023.74	100.0%
TOTAL REVENUES		-6,532,206	-550,000	-7,082,206	-6,213,620.65	.00	-868,585.35	
TOTAL EXPENSES		6,532,206	550,000	7,082,206	5,638,797.93	260,798.98	1,182,609.09	

YEAR-TO-DATE BUDGET REPORT

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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GRAND TOTAL	0	0	0	-574,822.72	260,798.98	314,023.74	100.0%
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** END OF REPORT - Generated by Michael Armitage **

Calhoun County Consolidated Dispatch Authority
Staff Report for Agenda Items

Meeting Date: November 4, 2025

From: Michael Armitage, Executive Director

Item: New Business – Resolution 2025-005

Background:

When the Affordable Care Act was enacted, the authority moved to its own plan, administered in partnership with the County. With the rising cost of health insurance, the Western Michigan Pool was explored.

The Pool was formed in 2005 by eight West Michigan school districts with the same mission – to reduce their health insurance costs by managing their own benefit plans. Now, we've expanded to include public-service organizations across Michigan, covering more than 30,000 lives. More info:

<https://thepoolmi.org/employers>

Current members of the pool in Calhoun County include Athens Area Schools, Battle Creek Public Schools, Calhoun ISD, Harper Creek Community Schools, Marshall Area Fire Fighter Ambulance Authority, Pennfield Public Schools, and City of Marshall.

Comparing rates for 2026:

- Renewal estimate under our current plan: \$399,001.56
- Pool estimate: \$326,707

The pool not only provides substantial savings, but the plans offered to employees will be improved. This would only cover healthcare and prescriptions, changes other ancillary benefits are not proposed at this time.

This resolution is required for membership in the Pool, which will allow us to make the switch.

Financial Impact:

Premium estimates through the Pool plans are nearly \$73,000 less than our current plan renewal estimate. We do follow the hard cap, so those savings will be realized by both the authority and our employees.

Recommended Motion:

Approve resolution 2025-005.

GOVERNING BODY OF
Calhoun County Consolidated Dispatch Authority
(the “Member”)

RESOLUTION 2025-005 NAMING TRUSTEE AND ALTERNATE TRUSTEE

PREMISES

- A. Article 6.1 of the Bylaws of the West Michigan Health Insurance Pool ("WMHIP") requires that each member entity name a Trustee and Alternate Trustee to serve on the Board of Trustees for the WMHIP.
- B. The Governing Body of the Member has chosen individuals in accordance with Article 6.1 to serve as Trustee and Alternate Trustee.
- C. The Governing Body of the Member believes that these individuals will represent the interests of the Member in the WMHIP.
- D. Neither of these individuals are an owner officer, or employee of any third-party administrator or any other third party providing services to WMHIP.

NOW, THEREFORE, the Governing Body of the Member hereby resolves:

1. The Governing Body hereby confirms its appointment of the following persons as Trustee and Alternate Trustee to serve as Trustee when the initial Trustee is not available or in attendance to carry out the Trustee’s duties:

Michael Armitage, Trustee
Robert Stahelin, Alternate Trustee

The Trustee and Alternate Trustee shall serve until replaced by action of the Governing Body of the Member. Failure of the Member to designate a Trustee, or the failure of that Trustee/Alternate Trustee to participate on the Board of Trustees, shall not affect the responsibilities or duties of the Member under the Amended Trust Agreement.

2. Once these appointments are made known to WMHIP, the above-named individuals shall remain in office until WMHIP receives evidence of appointment of other persons.

3. Evidence of these appointments shall be communicated to WMHIP by providing a certified copy of this resolution.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same are hereby rescinded.

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Governing Body of the Calhoun County Consolidated Dispatch Authority, Calhoun County, State of Michigan, at a Regular Governing Board meeting held on November 4, 2025, and that this meeting was conducted and public notice of this meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of this meeting were kept and will be or have been made available as required by this Act.

I further certify that the following Members were present at this meeting:

_____ and that the following Members were absent _____.

I further certify that the foregoing resolution was moved by Member _____ and seconded by Member _____.

I further certify that the following Members voted for adoption of the foregoing resolution: _____ and that the following Members voted against adoption of this resolution: _____.

Secretary

Calhoun County Consolidated Dispatch Authority

Staff Report for Agenda Items

Meeting Date: November 4, 2025

From: Michael Armitage, Executive Director

Item: New Business – RapidSOS

Background:

This is a proposed collaborative effort to offer additional services to fire departments dispatched by the authority, while bringing savings of a 'master contract.' RapidSOS is a program we use daily at the center to access precise location information, as well as other data. They offer a field responder module called "I am Responding." This is an app that provides call notification. It integrates with RapidSOS, so it will provide the users with some of the enhanced data provided to the dispatch center. The integration with CAD provides more real-time updates for responders and does not rely on 'PageGate,' which is a intermediary method of taking data from CAD and populating responder apps.

The agency would be responsible for paying the 'base' fee, and dispatch would cover the live streaming of two talkgroups (dispatch and a fireground). This also is intended to lessen the reliance on pagers to 'scan,' which is not always reliable and has not been optimal for the performance of pagers.

The following agencies are interested in participating:

- Newton Twp. FD
- Burlington Twp. FD
- Marshall Township FD
- Homer FD
- Newton FD
- Athens Twp FD

This would be a five-year contract, and agencies can join pro-rated for the remainder of the contract.

Purchasing this module will also provide a discount with a future purchase of the "communicator" module for dispatch next year.

Financial Impact:

Will be included in the FY2026 budget.

Recommended Motion:

Approve the agreement with RapidSOS, and authorize the Executive Director to execute, to include future amendments to add additional agencies. Authorize the Executive Director and Legal Counsel to develop and implement a user agreement with participating agencies.

RapidSOS Paid Modules Order Form

<p>RapidSOS Contact Information</p> <p>3 Park Ave Floor 22 New York, NY 10016</p> <p>Regional Manager: Brady Lavin Senior Regional Sales Manager in Sales Executives blavin@rapidsos.com 7086420123</p>	<p>Customer Contact Information</p> <p>Agency Name: Calhoun County Consolidated Dispatch Authority Agency Address: 315 West Green Street, Marshall, Michigan 49068, United States</p> <p>Agency Contact: Michael Armitage Executive Director marmitage@calhouncountymi.gov 269-781-9709</p>
<p>Quote Reference Number: Q-05006</p>	
<p>Effective Date: Date on which this Order Form is fully executed by both parties</p>	
<p>Initial Term (in months): 61 months from Subscription Start Date</p>	
<p>Subscription Start Date: The earlier of (a) Go-Live, as defined in the accompanying SOW(s), of any Purchased Module(s), as determined by RapidSOS, or (b) 45 days from the Effective Date</p>	
<p>Renewal:</p> <ol style="list-style-type: none"> 1. Upon the expiration of Initial Term, subscription products will automatically renew for 12 months periods unless notice is provided via email at least 60 days prior to expiration of the term. 2. Verbal cancellations not accepted. 	
<p>Subscription Product Invoice Terms:</p> <ul style="list-style-type: none"> • Due annual starting on Subscription Start Date • Payments due Net 30 of receipt of invoice 	
<p>Additional Payment Terms:</p> <ul style="list-style-type: none"> • One-time Services fees due net 30 of the Effective Date • Invoices issued thirty (30) days before Subscription Start Date (for the Initial Term) and up to thirty (30) days prior to the start of each anniversary the Subscription Start Date • Payments will be made electronically 	

Year 1 (13 Months)				
Product Name	List Price	Quantity	Discount	Total Price
Field Responder Add-on [Live Audio- 1 channel]	\$541.67	5	16%	\$2,275.00
Field Responder Add-on [Live Audio- 2-5 channel]	\$541.67	5	16%	\$2,275.00
Field Responder Module (Fire/EMS) [# 101–350] Dispatches/Year	\$877.50	3	16%	\$2,211.30
Field Responder Module (Fire/EMS) [# 351–2000] Dispatches/Year	\$985.84	2	16%	\$1,656.20
Volunteer Station Fee	\$108.33	1	16%	\$91.00
Year 1 Subscription Total			\$8,508.50	

Year 2 (12 Months)				
Product Name	List Price	Quantity	Discount	Total Price
Field Responder Add-on [Live Audio- 1 channel]	\$500.00	5	16%	\$2,100.00
Field Responder Add-on [Live Audio- 2-5 channel]	\$500.00	5	16%	\$2,100.00
Field Responder Module (Fire/EMS) [# 101–350] Dispatches/Year	\$810.00	3	16%	\$2,041.20
Field Responder Module (Fire/EMS) [# 351–2000] Dispatches/Year	\$910.00	2	16%	\$1,528.80
Volunteer Station Fee	\$100.00	1	16%	\$84.00
Year 2 Subscription Total			\$7,854.00	

Year 3 (12 Months)				
Product Name	List Price	Quantity	Discount	Total Price
Field Responder Add-on [Live Audio- 1 channel]	\$500.00	5	16%	\$2,100.00
Field Responder Add-on [Live Audio- 2-5 channel]	\$500.00	5	16%	\$2,100.00
Field Responder Module (Fire/EMS) [# 101–350] Dispatches/Year	\$810.00	3	16%	\$2,041.20
Field Responder Module (Fire/EMS) [# 351–2000] Dispatches/Year	\$910.00	2	16%	\$1,528.80

Volunteer Station Fee	\$100.00	1	16%	\$84.00
Year 3 Subscription Total			\$7,854.00	

Year 4 (12 Months)				
Product Name	List Price	Quantity	Discount	Total Price
Field Responder Add-on [Live Audio- 1 channel]	\$500.00	5	16%	\$2,100.00
Field Responder Add-on [Live Audio- 2-5 channel]	\$500.00	5	16%	\$2,100.00
Field Responder Module (Fire/EMS) [# 101–350] Dispatches/Year	\$810.00	3	16%	\$2,041.20
Field Responder Module (Fire/EMS) [# 351–2000] Dispatches/Year	\$910.00	2	16%	\$1,528.80
Volunteer Station Fee	\$100.00	1	16%	\$84.00
Year 4 Subscription Total			\$7,854.00	

Year 5 (12 Months)				
Product Name	List Price	Quantity	Discount	Total Price
Field Responder Add-on [Live Audio- 1 channel]	\$500.00	5	16%	\$2,100.00
Field Responder Add-on [Live Audio- 2-5 channel]	\$500.00	5	16%	\$2,100.00
Field Responder Module (Fire/EMS) [# 101–350] Dispatches/Year	\$810.00	3	16%	\$2,041.20
Field Responder Module (Fire/EMS) [# 351–2000] Dispatches/Year	\$910.00	2	16%	\$1,528.80
Volunteer Station Fee	\$100.00	1	16%	\$84.00
Year 5 Subscription Total			\$7,854.00	

One-Time Services				
Service Name	List Price	Quantity	Discount	Total Price
One Time set - up fee	\$49.00	5	0%	\$245.00

One-Time Services Total	\$245.00
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Order Summary	Payment
Total Year1 Subscription and Services Price	\$8,753.50
Year 2 Software Price	\$7,854.00
Year 3 Software Price	\$7,854.00
Year 4 Software Price	\$7,854.00
Year 5 Software Price	\$7,854.00
Total Contract Value	\$40,169.50

Product Definitions
<p>The Field module enhances first responder situational awareness with the power of connected data from RapidSOS UNITE</p> <p>Includes:</p> <ul style="list-style-type: none"> - Field responder application with bidirectional data sharing - Integration options with an agency's CAD - Ability to view location and status of field units in RapidSOS UNITE
<p>The Field module enhances first responder situational awareness with the power of connected data from RapidSOS UNITE</p> <p>Includes:</p> <ul style="list-style-type: none"> - Field responder application with bidirectional data sharing - Integration options with an agency's CAD - Ability to view location and status of field units in RapidSOS UNITE
<p>The Field module enhances first responder situational awareness with the power of connected data from RapidSOS UNITE</p> <p>Includes:</p> <ul style="list-style-type: none"> - Field responder application with bidirectional data sharing - Integration options with an agency's CAD - Ability to view location and status of field units in RapidSOS UNITE

Comments: Bundle discount of 10% applies as long as both the Field Responder Module and at least one (1) other RapidSOS UNITE premium module (Non Emergency Automation, Communicator, or Intelligent Analyst) are contracted by December 19, 2025.

Terms and Conditions:

This order ("Order") is entered into by and between RapidSOS, Inc. ("RapidSOS") and the Customer identified in the signature block. This Order, together with the annexes, is governed by the terms and conditions of RapidSOS's Master Services Agreement, which is located at: <https://rapidsos.com/psgpaidmodulesmsa/>, including its exhibits, references, and/or addenda (collectively, the "Agreement"). By purchasing the above services ("Purchased Module(s)"), the Customer acknowledges and agrees to adhere to the End User License Agreement (EULA) and/ or Addendum terms specific to each product listed in the Annexes attached to this Order.

Annexes. The following Annexes are appended to and a made a part of this Order:

- RapidSOS Field EULA, located at: <https://www.iamresponding.com/terms-of-use/>
- RapidSOS Intelligent Analyst EULA
- RapidSOS UNITE Statement of Work for Intelligent Analyst Module

Except as expressly provided herein, the terms and conditions of the Agreement remain in full force and effect as to any services previously purchased. Customer is responsible for complying with the requirements of the Statement of Work ("SOW"), if any, which is incorporated by reference into this Order Form.

Customer's access to RapidSOS Purchased Module(s) will not be provided by RapidSOS until RapidSOS has received this signed Order Form from Subscriber, together with the Budgetary Quote and the final SOW.

[Signature on following page]

RapidSOS Intelligent Analyst EULA

This RapidSOS Intelligent Analyst EULA is made as of the Effective Date on the accompanying Order Form by and between the Agency listed on the Order Form ("**Agency**") and RapidSOS, Inc. ("**RapidSOS**"), and is incorporated into the Master Service Agreement ("**Agreement**"). All terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. **License Grant by RapidSOS Intelligent Analyst.** In accordance with the terms and conditions of the Agreement, Order Form, and documents referenced therein, RapidSOS hereby grants Agency a revocable limited non-exclusive and non-transferable license to access, use, display, and otherwise make available RapidSOS Intelligent Analyst for the Term specified in the Order Form. RapidSOS further grants Agency a revocable limited non-exclusive license to access, use, reproduce, display, and otherwise make available productions and insights, including but not limited to base and derived data and as displayed in charts or diagrams, made available by Intelligent Analyst ("**Analytics Data**").
2. **Access Grant by Agency Data.** Agency hereby grants RapidSOS access to and use of call detail record (CDR), ANI/ALI, and any additional ingress data required to enable functionality ("**Agency Data**") in order to provide Intelligent Analyst. RapidSOS shall be permitted to share Agency Data with authorized third-parties for the purposes of delivering Intelligent Analyst. Agency acknowledges that Agency must provision access to Agency Data in order to receive Intelligent Analyst and agrees that should Agency remove access to Agency Data, RapidSOS may be unable to provide Intelligent Analyst.
3. **Acceptable Use and Disclaimer.** Agency agrees that Analytics Data is provided for informational purposes only and should not be exclusively relied upon in response to an emergency or to make business decisions.
 - a. *Accuracy and Reliability.* RapidSOS does not guarantee the accuracy or reliability of the Analytics Data. The Analytics Data is provided "as is" without warranty of any kind and is dependent on the quality and integrity of the data provided by Agency or sourced by RapidSOS.
 - b. *Limitation of Use.* Agency agrees to use the Analytics Data only for internal business purposes and in accordance with applicable local, state, national, or international laws and regulations. Agency further acknowledges that the Analytics Data is not intended for use in any legal, medical, safety-critical, or high-risk systems where the use or failure of the Analytics Data can lead to death, personal injury, or severe environmental or physical damage.
 - c. *Risk Assumption.* Agency assumes all risks associated with the use of the Analytics Data and agrees that RapidSOS shall not be liable for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the Analytics Data.
4. **RapidSOS Analytics IP.** In addition to the Intellectual Property rights granted in Section 7.1 of the Agreement, Agency acknowledges and agrees that RapidSOS owns all right, title, and interest in the RapidSOS Intelligent Analyst service, related documentation, and reports and analyses that RapidSOS may supply to the Agency in connection with its Intelligent Analyst or other analytics-based offering ("**Analytics Reports**"), including any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found therein (collectively, "**RapidSOS Analytics IP**"). RapidSOS grants Agency a non-exclusive, non-sublicensable, and non-transferable license, for the Term specified in the Order Form, to use RapidSOS Analytics IP (including any Analytics Reports) strictly for Agency's own internal, legitimate, non-commercial purposes. Agency acknowledges and agrees that RapidSOS Analytics IP constitute and contain valuable confidential/proprietary information and trade secrets of RapidSOS, its licensors and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Agency agrees to treat and ensure that all users treat RapidSOS Intelligent Analyst, documentation, RapidSOS Analytics IP, and Analytics Data as confidential, and to protect the confidentiality thereof, at all times exercising at least a reasonable degree of care in the protection of such confidential information. Agency shall not under any circumstances share or permit access to Intelligent Analyst, documentation, RapidSOS Analytics IP, and Analytics Data to any actual or potential competitor of RapidSOS.

RapidSOS UNITE Statement of Work (SOW) for Intelligent Analyst Module

THIS STATEMENT OF WORK (this “SOW”) is entered into by RapidSOS and the Agency named on the accompanied Order Form (the “Subscriber”) for RapidSOS Intelligent Analyst as a supplement to the overall Master Services Agreement.

Overview

The RapidSOS UNITE’s Intelligent Analyst module takes agencies beyond call handling reporting into incident analytics, so decision-makers can see the true scope of an agency’s workload. The Intelligent Analyst module leverages traditional public safety data sources in combination with Next Generation 911 data sources to bring powerful insights to emergency response as incidents move beyond traditional call based methods.

Key Features

Overview

RapidSOS Intelligent Analyst will initially begin with foundational insights of a subscribers operations based upon industry standard CDR data.

Metrics

- 911 Call summary metrics
- 911 Call volume metrics
- 911 Call time metrics

Functionality

- Dashboard containing detailed specifics on the metrics outlined along with tooling to sort, designated customize data windows, dig into underlying data, etc.
- Exportability of reports and dashboard of covered data
- Exportability of raw data underlying given reports

1. Introduction

This Statement of Work (SOW) outlines the requirements, deliverables, and scope for the implementation of RapidSOS Intelligent Analyst.

2. Project Objectives

- Integrate with subscribers call detail recorded (CDR) output system
- Map subscribers CDR data to RapidSOS Intelligent Analyst data infrastructure
- Develop subscribers CDR data pipelines for Intelligent Analyst
- Deploy subscribers designated Intelligent Analyst

3. Scope of Work

3.1. Planning and Kickoff

- Initial meeting with stakeholders to discuss project scope, objectives, and timelines
- Define required users and access
- Develop a detailed project plan

3.2. Data ingestion

- Coordinate with local IT resources on required stakeholders required for CDR integration
- Engage any required vendors
- Configure required hardware/software to enable CDR integration
- Install required hardware

3.3. Data Configuration

- Initiated CDR data ingestion into RapidSOS environment
- Perform data analysis to ensure required components are available
- *If applicable - perform updates to CDR spill to ensure required data is available

3.4. System Implementation

- Develop CDR logic implementation
- Implement CDR models into subscriber specific Intelligent Analyst system
- Configured desired users
- Deploy subscribers Intelligent Analyst

3.5. Testing

- Conduct comprehensive testing of the system
- Review metrics and perform analysis on metrics
- Resolve any identified issues

3.6. Training

- Provide training sessions/resources for end-users and administrators

3.7. Go-Live

- Transition to live operations

4. Deliverables

- Project plan and schedule
- CDR Integration into RapidSOS platform
- Normalized and configured CDR data
- Intelligent Analyst Platform with CDR based metrics
- Training sessions and materials
- User manuals and documentation
- Post-implementation support

5. Requirements

System Requirements

- It is mutually understood that the Subscriber is integrated with the following systems and possesses the ability to alter/configure these systems either directly or via coordination with the vendor to ensure project completion.
 - Call Handling system
 - TT911 Handling system

Network Requirements

- The Subscriber is responsible for making available resources needed in order to successfully configure the network if applicable
- Subscriber is solely responsible for obtaining its own internet connection and supporting hardware and infrastructure needed to perform the delivery of features.

Data Requirements

- Subscriber is responsible for providing real time integration capabilities of CDR data
- Subscriber is responsible for ensuring provisioned CDR data contains the data necessary for the CDR metrics within the Intelligent Analyst
- Subscriber is responsible for making available any data or systems needed in order to provide the features described herein

- Subscriber is responsible for ensuring there are established standard IT procedures in place including disaster recovery, system backups, etc.

CDR Data

- To leverage the RapidSOS Intelligent Analyst, Subscriber will be responsible for submitting CDR data that contains sufficient data across call types to enable the provisioning of NENA based metrics that power the Intelligent Analyst. During the project kickoff the CDR Data Mapping Requirements Document will be provided based on Subscribers specific environment which will detail requirements for Subscriber CDR data submission.

Network Environment Data

- The Subscriber will be responsible for providing network data in order to configure the devices for use within the Subscriber’s environment. Data such as IP subnets, designated IP addresses, firewall information, etc.

General Requirements

- Subscriber is responsible for assisting with coordinating and attending meetings such as kickoff, design review and others as needed
- Subscriber is responsible for providing pertinent project information and documentation in a timely & complete manner
- Subscriber is responsible for providing a single point-of-contact available for communication throughout the project and system implementation
- Subscriber is responsible for making available any vendor contacts or resources that are required for the integration and setup of features described herein.
- Subscriber is responsible for assigning appropriate staff for training

1. Schedule

Phase	Timeline
Project Planning & Kickoff	Week 1
Data ingestion	Week 1-4
Data Configuration	Week 5-8
System Implementation	Week 9-12
Testing & Training	Week 13
Go-Live	Week 15

**Timeline is an estimation and relies on Subscriber making available technologies, datasets, and related resources in order to complete each task in a timely manner. RapidSOS staff will communicate with the customer throughout the duration of the project to communicate critical deliverables, deadlines, and scheduling impacts in a timely manner.*

***Any changes in scope, delays in resources being made available, or missing requirements will result in a corresponding delay in timeline.*

2. Roles and Responsibilities

- Project Manager: Oversee the project, ensure milestones are met
- Call Handling Specialist: Configure and customize the CDR data output
- Data Analyst: Manage data migration and validation

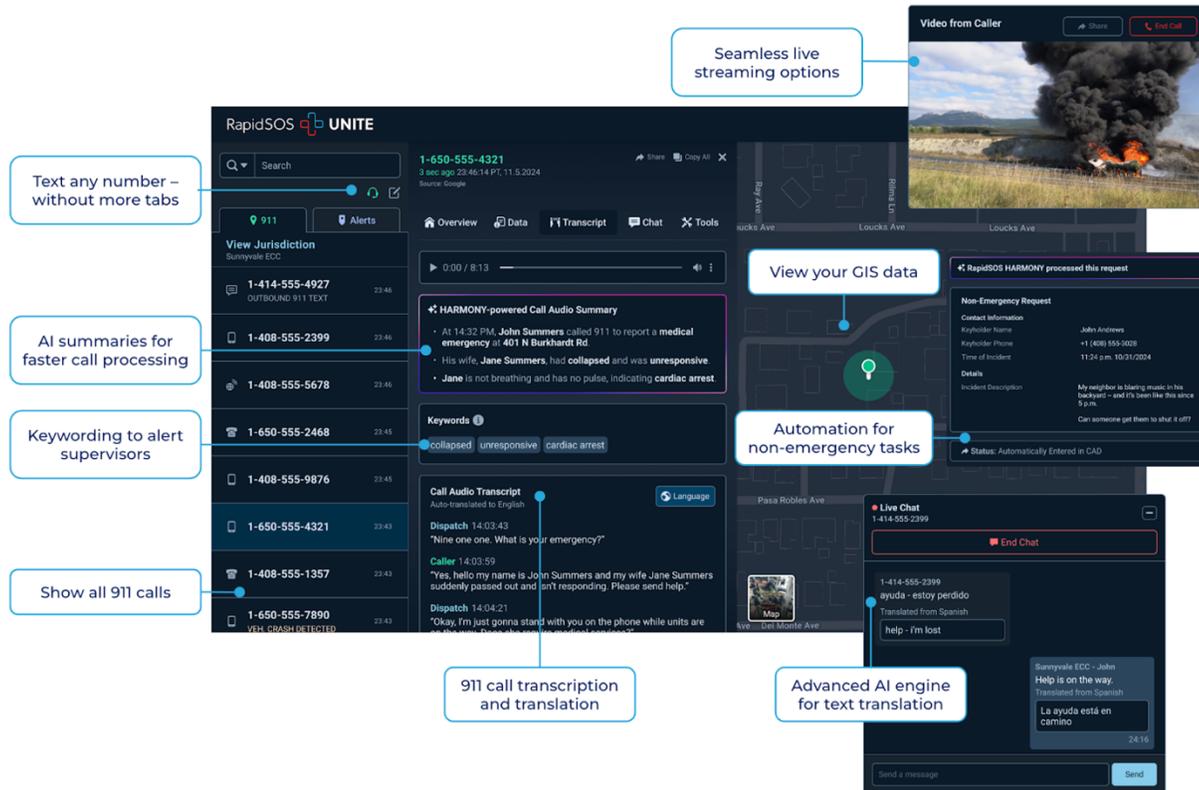
- Trainer: Conduct training sessions and develop materials
- Engagement Team: Provide ongoing support post-implementation

3. Acceptance Criteria

- Successful deployment and configuration of RapidSOS Intelligent Analyst
- CDR data accurately migrated and displaying within RapidSOS Intelligent Analyst
- No critical issues post go-live for a period of [2] weeks

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 Local intelligence with global data – in one view.
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 Overcome barriers and communicate with who you want and how you want
- ✔ **Reduce workload with AI built with you, for you**
 Practical innovations to combat staffing crisis



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How UNITE Simplifies ECC Operations



Call Handling

Consolidate all calls and local GIS context **in streamlined call-handling map** with redundant connection to plot mobile calls amid outages



Requests for Service

Reduce workload by **offloading non-emergency call processing** via same workflow connected to **10+ school safety panic button providers**



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Easier communication by text, video and voice, with **Emergency SOS Live Video, RCS Messaging, language translation, and 911 call transcription**



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Share data with nearby ECCs and out to the field with field-tested solution already used by **1M field responders**



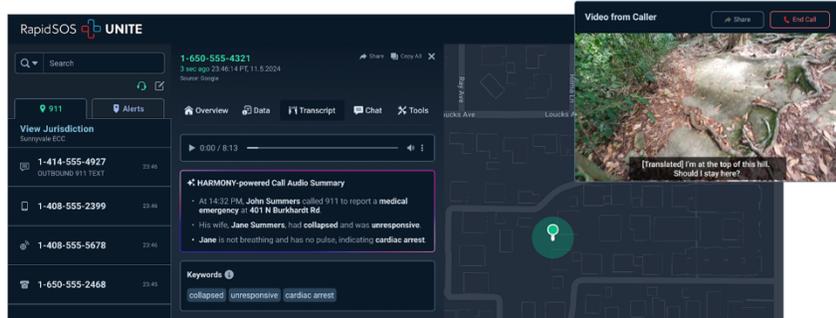
AI Built For You

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Calhoun County Consolidated Dispatch Authority

Staff Report for Agenda Items

Meeting Date: November 4, 2025

From: Michael Armitage, Executive Director

Item: New Business – User Fee Committee

Background:

In 2013, the authority implemented the “Call for Service Formula Implementation Guidelines,” covering user fee implementation. It has been recommended that we revisit this policy to determine if there are other metrics that should be considered when assessing user fees. Additionally, the authority is providing services to specific agencies that could be recovered as part of the user fee billing process.

The following board members are proposed to sit on this workgroup:

- Dan Strowbridge
- Eric Kraus
- Shannon Bagley
- Scott Wolfersberger

Financial Impact:

N/A

Recommended Motion:

Appoint the User Fee Workgroup.

Calhoun County Consolidated Dispatch Authority

Staff Report for Agenda Items

Meeting Date: November 4, 2025

From: Michael Armitage, Executive Director

Item: New Business – Tekonsha Water Tower

Background:

The authority has an agreement with the Village of Tekonsha for radio equipment affixed to the structure. The authority also owns a small generator on site for backup power, which also is used as backup power for some village water equipment.

This amendment to the agreement transfers ownership of the generator in exchange for not removing the equipment from the tower. The costs of removal of the radio equipment, and disconnection and removal of the generator would match, if not exceed, the value of the generator.

Financial Impact:

None.

Recommended Motion:

Approve the agreement with the Village of Tekonsha in substantial form and authorize the executive director to sign on behalf of the authority.

TEKONSHA WATER TOWER SPACE LEASE AGREEMENT

This Water Tower Space Lease Agreement is made this 8th day of June, 2015, between the Village of Tekonsha, of 537 N. Church St., Tekonsha, Michigan 49092 ("Village") and the Calhoun County Consolidated Dispatch Authority, of 315 W. Green St., Marshall, Michigan 49068 ("Authority").

Recitals

WHEREAS, the Village owns a Water Tower ("Tower") located at the corner of E. Randall St. and N. Walnut St, Tekonsha, Michigan further described as parcel number 44-027-017-01; and

WHEREAS, the Authority wishes to utilize space on top of the Tower and space in the base of the Tower ("leased space") for the purpose of installing and operating radio equipment necessary to public safety operations in Calhoun County; and

WHEREAS, the Village agrees to lease the same to the Authority under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Village and the Authority as follows:

Terms

1. **LEASED SPACE.** The Village leases to the Authority space on the Tower for the installation of two (2) microwave antennas (one three foot in diameter and one four foot in diameter), three (3) VHF antennas, and floor space in the base of the Tower for installation of a 24" x 30" x 72" enclosed equipment cabinet (the "equipment"). The Authority may substitute equipment reasonably equivalent in size and function with the prior written consent of the Village President, which consent shall not be unreasonably withheld. The parties understand and agree that the Village's water Tower is an integral part of providing water service to the Village's residents. The Authority will exercise due diligence so as not to cause interference with the water service for the Village or other users and, if applicable, and will use its best efforts to promptly reach a mutually agreeable resolution to any interference with said water service caused by the equipment.

2. **ACCESS.** The Village also grants reasonable access to the Authority in respect to the leased space and the Tower on a 24-hour a day basis for the purpose of installing, maintaining, repairing, and removing equipment.

3. **CONSIDERATION.** In exchange for the leased space identified in this agreement, the Authority agrees to pay for the following:

A. An engineering firm/company to make recommendations on the design and attachment of the antenna structure system(s), attaching and running cable/feed lines, and a general structural analysis of the Tower. The engineering firm/company shall be mutually agreed upon in writing by both parties. In the event the engineering firm/company provides multiple options to accomplish these tasks, the option selected shall be mutually agreed upon in writing by the Village's President and the Authority's Executive Director.

B. Install and maintain an on-demand back-up generator large enough to operate all equipment belonging to the Authority and the Village (excludes all third-party equipment) that is currently in operation at the Tower site upon execution of this agreement. This shall include any electrical work that is required as a result of the generator installation.

C. Install a security chain link fence with gate to enhance the security of the water Tower's entrance, generator, automatic transfer switch, and electrical panels. The placement and size of the fencing must be mutually agreed upon in writing by the Village's President and the Authority's Executive Director prior to work commencing.

D. Pay monthly electric and natural gas utility costs for equipment owned and operated by the Authority and the Village (excludes all third-party equipment).

4. MISCELLANEOUS CONDITIONS. Both parties understand and agree that:

A. The Authority accepts the leased space in "as is" and "where is" condition. The Authority is solely responsible for determining if the leased space is suitable for the communications needed by the Authority and the Village has not made any representations concerning the suitability of the leased space for the Authority's specific use(s). The Authority's use of the leased space shall not result in any damage to the leased space or the Tower and shall not interfere with the Village's use of the Tower.

B. The Authority shall comply with all applicable federal, State and local laws, rules and regulations, including, but not limited to, the laws, rules and regulations of the Federal Communications Commission, Federal Aviation Agency, State of Michigan, County of Calhoun, and Village of Tekonsha. The Authority shall, prior to installation, provide the Village with copies of any FCC or other radio licenses necessary for the equipment at the leased space.

5. TERM; RENEWAL. The term of this Agreement shall be for five (5) years commencing on the date specified above and shall automatically renew thereafter on an annual basis if no actions are taken by the parties.

6. TERMINATION. This agreement may be terminated by resolution of either the Tekonsha Village Council or the Authority's Governing Board of Directors, provided that the effective date of the termination is at least ninety (90) days after the date of such resolution, unless both parties agree in writing to a shorter termination period, or there is damage to the leased space and/or Tower making the leased space unfit for the purpose of this Agreement.

7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal, located at the leased space or on the Tower unless that property is damaged by the other party or the other party's employees or agents.

8. MODIFICATION OF PREMISES. Except as otherwise provided herein, the Authority shall not modify or alter the leased space or the Tower without the prior written consent of the Village.

9. EXPENSES. Except as otherwise provided herein, the Authority shall pay all expenses in connection with the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, fees, license fees and assessments lawfully levied or assessed upon its personal property. All costs of maintaining and servicing any equipment placed on the Tower pursuant to this Lease shall be the sole responsibility of the Authority.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

A. To the fullest extent permitted by law, the Authority shall indemnify, defend and hold harmless the Village, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against the Village, its elected and appointed officials, employees and agents, as the result of, or arising out of, or relating to any actions or omissions of the Authority, its officers, board members, employees or agents, in performance under this Agreement.

B. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law.

C. Each party shall obtain and maintain in effect during the term of this Agreement liability insurance that will be the sole source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party and each party shall provide the other, upon request, with an appropriate certificate evidencing such insurance. It is expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.

D. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.

E. The Authority shall be solely responsible for maintaining all insurance relative to any personal property that they may place in or on the premises during the term of this lease.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of this Agreement, the Authority shall, within 120 days of the effective termination date, remove any equipment from the leased space and vacate the leased space occupied by it under the provisions of this Agreement. Unless the parties agree to an extension, any equipment remaining in the leased space after the expiration of said 120 days shall become the property of the Village. The Authority shall be responsible for any costs incurred by the Village in removing the Authority's equipment from the leased space. In removing its equipment, the Authority shall not disturb Village-owned equipment nor remove the grounding kit from the termination box, and shall leave the leased space in a clean, good condition.

12. DAMAGE OR DESTRUCTION OF EQUIPMENT. The Village shall not be liable to the Authority for damages arising from interference, discontinuance, or interruption of the Authority's use of the leased space as a result of a third party's acts or omission or an Act of God or circumstances beyond the Village's control.

13. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions contained herein shall not be deemed a continuing waiver of that default or any subsequent default.

14. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing, approved by the governing boards of the Authority and the Village, and executed by the parties in the same manner as this Agreement.

15. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

16. ASSIGNMENT; SUBLETTING. The Authority shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of the Village.

17. SUCCESSORS AND ASSIGNS. If this Agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

18. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

19. SEVERABILITY. Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

20. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

21. NOTICES. All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the Village: Village of Tekonsha
537 N. Church St.
Tekonsha, MI 49092
Attention: Village President

If to the Authority: Calhoun County Consolidated Dispatch Authority
315 W. Green Street
Marshall, MI 49068
Attention: Executive Director

22. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties regarding the subject matter of this Agreement and may be modified only upon the subsequent written agreement signed by all parties.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

Village of Tekonsha (the "Village")

By: Thomas (Tony) Bowling
Tony Bowling
Its: President

Dated: 6-8-15

Calhoun County Consolidated Dispatch Authority (the "Authority")

By: Matt Saxton
Matt Saxton
Its: Chairman

Dated: 6/1/2015

Drafted by:
Richard Lindsey
General Counsel
Calhoun County
Consolidated Dispatch Authority
05.27.15

FIRST AMENDMENT TO
TEKONSHA WATER TOWER SPACE LEASE AGREEMENT

This FIRST AMENDMENT (“Amendment”) to the Tekonsha Water Tower Space Lease Agreement (“Agreement”)(dated 6-8-15) is made and entered into by and between the Calhoun County Consolidated Dispatch Authority (“Authority”), an Authority created pursuant to Michigan law, located at 315 West Green Street, Marshall, MI 49068, and the Village of Tekonsha, located at 537 N. Church Street, Tekonsha, MI 49092 (“Village”), (hereinafter the "Parties").

RECITALS:

WHEREAS, Authority and the Village are parties to an Agreement for the Authority’s access to place radio equipment on the Village’s Water Tower (“Tower”) located at the corner of E. Randall Street and N. Walnut Street, in the Village, on parcel number 44-027-017-01 (the, “Property”); and

WHEREAS, Technology improvements have resulted so that Authority is no longer in need of placement of antenna or radio equipment of any kind on the Tower or Property; and

WHEREAS, Authority installed and maintained an on-demand back-up generator (“generator”) on the Property that the parties have utilized; and

WHEREAS, the Lease Agreement requires that upon expiration or termination of the Lease Agreement the Authority will remove its equipment and leave the leased space in clean, good condition; and

WHEREAS, the Village desires to own and maintain the generator on the Property after termination of the Lease Agreement; and

WHEREAS, the parties have negotiated this First Amendment where the Authority will convey its ownership, all interest, and rights thereto, of the generator, and antenna and radio equipment (collectively, “equipment”) located on the Property to the Village in “as-is” condition, without warranty, in exchange for the termination of the Lease Agreement, and any obligation thereunder, including ¶ 11., “Removal of Equipment”.

WHEREAS, the Village will accept all ownership, interest, rights, and liabilities thereto, to the generator and the antenna and all equipment, located on the Property, in “as-is” condition, without warranty, and will agree to the termination of the Lease Agreement, and any Authority obligation thereunder, including ¶ 11., “Removal of Equipment”.

NOW THEREFORE, the Parties hereby agree as follows:

1. The Recitals expressed above are fully incorporated herein.
2. Authority hereby conveys all of its ownership, interest, and rights thereto of the generator, antenna and equipment located on the Property to the Village in “as-is” condition, without

warranty, in exchange for termination of the Lease Agreement, and any obligation thereunder, including ¶ 11., “Removal of Equipment”.

3. The Village agrees to accept all ownership, interest, rights, and liabilities to the generator and the antenna and all equipment, located on the Property, in “as-is” condition, without warranty, and agrees to the termination of the Lease Agreement, and any Authority obligation thereunder, including ¶ 11., “Removal of Equipment”.
4. NO WARRANTY. The generator and equipment are transferred from the Authority without warranty. The Authority does not guarantee nor warranty the function and use of the generator and equipment thereafter.
5. HOLD HARMLESS AND INDEMNIFY. The Village agrees not to sue the Authority regarding any of the equipment, including but not limited to any issue regarding the generator. The Village agrees to hold harmless and Indemnify the Authority for any costs or liabilities associated with the equipment.

The provisions of this Section shall survive the termination of Lease Agreement and this Amendment.

6. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties each retain all of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activity of officers, agents and employees of the party. No provision of this Agreement is intended to, nor shall any provision of the Agreement be construed as a waiver by any governmental entity, its agents, employees or officials, of any governmental immunity as provided by Public Act 170 of 1964, the “Governmental Immunity Act,” as set forth in MCL 691.1401, et seq. Nothing in this Agreement may be interpreted as creating any third-party beneficiary rights, express or implied, in any person whether based on tort or contract theories.
7. THIRD PARTY BENEFICIARIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.
8. NON-DISCRIMINATION. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, nation origin, age, sex, height, weight, marital status, gender, gender identity or gender expression. Breach of this covenant may be regarded as a material breach of the Agreement.

9. Miscellaneous.

- a. This Amendment shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The Parties irrevocably consent to the jurisdiction of the State Courts of Michigan in Calhoun County to determine all issues which may arise under this Agreement.
- b. If any provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.
- c. The Section headings of this Agreement are for convenience of the Parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the Parties.

10. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same Amendment.

11. The following individuals shall be the authorized contacts for this Agreement (unless otherwise authorized in writing):

Authority:

Michael Armitage, Executive Director

And

Village:

_____, President

12. This Amendment has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of Authority or Village, as is respectively applicable.

13. LEASE AGREEMENT TERMINATION. The Lease Agreement last dated 6-8-15 is hereby terminated effective as of the last date of the signatory below, notwithstanding that the first amendment stays in affect.

[Signatures on Following Page.]

VILLAGE OF TEKONSHA,

By: _____

Its: Village President

Dated: _____

537 N. Church Street
Tekonsha, MI 49092
Ph: (269) _____

**CALHOUN COUNTY
CONSOLIDATED DISPATCH
AUTHORITY,**

By: _____

Michael Armitage

Its: Executive Director

Dated: _____

315 West Green Street
Marshall, MI 49068
Ph: (269) 781-0911