CR 39515-096

# SERVICE CONTRACT CORE TECHNOLOGY CORPORATION

AGREEMENT is made this day of Statuto, 2007, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and CORE TECHNOLOGY CORPORATION located at 7435 Westshire Drive, Lansing, Michigan 48917 ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

#### ARTICLE I - SCOPE OF SERVICES

The Contractor will provide the County with Core Technology's Software and Software support to access LEIN (Law Enforcement Information Network) and Talonpoint Support, as outlined in attachment A renewal Notice Number 9008903 and attachment B renewal notice 9008905.

#### ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount of Nineteen Thousand Eight Hundred Forty Nine Dollars (\$19,849) for the LEIN and Four Seven Hundred Twenty Five Dollars (\$4725) for the TalonPoint.

### ARTICLE III - REPORTING OF CONTRACTOR

- <u>Section 1</u> The Contractor is to report to Director of Support Services Technology & Operations and/or his designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- Section 2 All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- Section 3 All reports made in connection with these services are subject to review and final approval by the County Administrator.
- Section 4 The County may review and inspect the Contractor's activities during the term of this contract.
- Section 5 When applicable, the Contractor will submit a final, written report to the County Administrator.
- Section 6 After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

#### ARTICLE IV - TERM

This contract begins on September 1, 2007 and ends on August 31, 2008.

#### ARTICLE V - PERSONNEL

<u>Section 1</u> - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

# WASHTENAW COUNTY 2001 OCT 25 A 11: 02 2012 A 13: 02

<u>Section 2</u> - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an

agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

#### ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

#### ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

#### ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

#### ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

#### ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.19 per hour with benefits or \$11.95 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2007 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

#### ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

#### ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

#### ARTICLE XV - CRIMINAL BACKGROUND CHECK

The Contractor will be responsible for payment of security screening as determined by the County. Any employee of the vendor will be subject to an approved criminal background check before entering County facilities.

#### <u>ARTICLE XVI - ASSIGNS AND SUCCESSORS</u>

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

#### ARTICLE XVII - TERMINATION OF CONTRACT

<u>Section 1</u> - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

#### ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

#### ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

### ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

#### ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

#### ARTICLE XXII - EXTENT OF CONTRACT

and

	negotiations or agreements whether written or
oral.	•
ATTESTED TO: // )	WASHTENAW COUNTY
BY: MILIMUS Lastater 11/8/07	By: Me. 10/31/07
Lawrence Kestenbaum (DATE) County Clerk/Register	Robert E. Guenzel /(DATE) County Administrator
·	County / turnimodate.
APPROVED AS TO CONTENT:	CONTRACTOR
Dal Hazlet - 10/21/2	By:
Dale Vanderford, Director  Technology & Operations	(DATE) Core Technology Corporation
,	Core reciniology Corporation
APPROVED AS TO FORM:	
Du Custon) Helan 10-20-00	

Curtis N. Hedger (DATE)
Office of Corporation Counsel

WASHTENAW COUNTY
2001 OCT 25 A 11: 02
PURCHASING



DATE:

August 21, 2007

TO:

**Bob Deering** 

County of Washtenaw

FROM:

Rorie Merz

PHONE:

800-338-2117, ext. 511

Core Technology® Corporation

FAX: E-MAIL: 517-627-4947 ramerz@ctc-core.com

#### Visit us on the Internet! http://www.ctc-core.com

RE:

Renewal Notice Number: 9008905

Total: \$4,725.00

Proposal Expiration Date: 8/31/07

Following is a Software Support/Maintenance Renewal Notice. It lists the items that you currently have under support and the support expiration date. For me to process your renewal I will need either a purchase order or a signed copy of this coverletter faxed to my attention 517-627-8944.

The annual software support program includes unlimited toll-free staffed phone support (8:00 AM to 6:00 PM EST Monday – Friday excluding Holidays), free updates and enhancements for licensed products, Internet support, Premium Web Page Support, Quality Assurance Calls and a quarterly newsletter for one full year.

If you have any questions or concerns regarding this proposal, please feel free to contact me at 800-338-2117, ext. 511.

Thank you for continued support of Core Technology® products and services.

Sincerely,	Signature of Acceptance:			
omioonorj ,	resident of the september.			
Rorie Merz		Title		
Rorie Merz				
Support Sales		Date		

TRADEMARKS. Core Technology, CTCBridge, CTC Client ToolBox, MultiBridge, FileSWEEP, Persist, Underneath and the Core logo are either trademarks or registered trademarks of Core Technology Corporation. All other product names mentioned herein are trademarks of their respective companies and are used for information purposes only. Prices subject to change without notice.

CTCBridge is a product of Core Technology Corporation and use of other companies trademarks in the material is not intended to imply endorsement of CTCBridge by these companies.

#### CORE TECHNOLOGY CORPORATION

7435 Westshire Dr. Lansing, Michigan 48917-9764 (517) 627-1521 FAX (517) 627-4947

BILL TO: 8751 County of Washtenaw Bob Deering 110 N. Fourth Ave, Ann Arbor MI 48104

## **Software Support Renewal Notice**

Renewal Notice?

9008905

Date

8/21/2007

EIN 38-2383186

#### PAYABLE IN U.S. FUNDS ONLY

Annual Software Support Includes: Unlimited "800" Telephone Support (M-F 8:00 AM to 6:00 PM EST excluding holidays), Internet Support, FTP Support, Premium Web Support, Product Updates, Quality Assurance E-Mails, and Quarterly Newsletters For One Year.

### \*\*\*\*\* THIS IS NOT AN INVOICE - DO NOT PAY \*\*\*\*\*

Ship Via	Page	Terms			, Sold By
N/A	1	NET			RF
Item #	Description		Quantity	Unit Price	Amount
-	TalonPoint for SQL (0 Support For 9/01/07 Previous Support Exp		1	4,725.00	4,725.00

SUBTOTAL 4,725.00 TAX 0.00 TOTAL 4,725.00

PLEASE REMIT TO:

CORE TECHNOLOGY CORPORATION P.O. BOX 80082 LANSING, MI 48908-0082



DATE:

June 21, 2007

TO:

**Bob Deering** 

County of Washtenaw

FROM:

Rorie Merz

Core Technology® Corporation

PHONE:

800-338-2117, ext. 511

FAX:

517-627-4947

E-MAIL:

ramerz@ctc-core.com

#### Visit us on the Internet! http://www.ctc-core.com

RE:

Renewal Notice Number: 9008905

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Thank you for continued support of Core Technology® products and services.

Sincerely,	Signature of Acceptance:			
		Name		
Rorie Merz	•	· · Title		
Rorie Merz				
Support Sales		Date ·		

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CTCBridge is a product of Core Technology Corporation and use of other companies trademarks in the material is not intended to imply endorsement of CTCBridge



#### CORE TECHNOLOGY CORPORATION

7435 Westshire Dr. Lansing, Michigan 48917-9764 (517) 627-1521 FAX (517) 627-4947

BILL TO: 8751 County of Washtenaw Bob Deering 110 N. Fourth Ave. Ann Arbor MI 48104

# **Software Support Renewal Notice**

Renewal Notice: 9008905

Date 6/21/2007

EIN 38-2383186

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# \*\*\*\*\* THIS IS NOT AN INVOICE - DO NOT PAY \*\*\*\*\*

Ship Via	Page Terms  1 NET	<u> </u>	<u> Alteriation (Lorentz Marchitta Antalia</u>	Sold By
N/A Item#		Duantity	Unit Price	Amount
l'alPtSQL	TalonPoint for SQL (EMU PD) Support For 9/01/07 8/31/08	1	4,725.00	4,725.00
TalPtSQL	Previous Support Expires 8/31/07 TalonPoint for SQL (Ypsilanti PD) Support For 9/01/07 8/31/08	1	4,725.00	4,725.00
<b>FalPtSQL</b>	Previous Support Expires 8/31/07 TalonPoint for SQL (Ann Arbor PD) Support For 9/01/07 8/31/08	1	4,725.00	4,725,00
TalPtSQL	Previous Support Expires 8/31/07 TalonPoint for SQL/(U of M PD) Support For 9/01/07 8/31/08	1	4,72/5.00	4,725.00
FalPtSQL	Previous Support Expires 8/31/07 TalonPoint for SQL (Milan PD) Support For 9/01/07 8/31/08	1	4/725.00	4,725.00
ΓalPtSQL	Previous Support Expires 8/31/07 TalonPoint for SQL (Chealsea PD) Support For 9/01/07 8/31/08	1	4,725.00	4 725.00
TaiPtSQL	Previous Support Expires 8/31/07 TalonPoint for SQL (County of Washtenaw SD) Support For 9/01/07 8/31/08 Previous Support Expires 8/31/07	1	4,725.00	4,725.00
<u>'</u>			SUBTOTAL	33,075,60
	PLEASE REMIT T	<b>0</b> ;	TAX TÖTAL	0.00 33,075.00

CORE TECHNOLOGY GORPORATION P.O. BOX 80082 LANSING, MI 4890840082

4725.00



# SUPPORT SERVICES

110 N. FOURTH AVENUE, P.O. BOX 8645 ANN ARBOR, MICHIGAN 48107-8645 (734)222-6568 FAX (734)222-6573 www.ewashlenaw.org

August 31, 2009

CR 39515.2

Core Technology Corporation 7435 Westshire Drive Lansing, MI 48917

Dear Contractor:

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return both copies of this letter. You will receive an executed letter upon its completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and CORE TECHNOLOGY CORPORATION contract CR 39515 as follows:

Amend and Insert to ARTICLE I - SCOPE OF SERVICES - as follows:

"The Contractor will provide the county with Core Technology's Software Support as outlined under renewal notice 9010167D and subsequent renewal notifications."

Amend and Insert to ARTICLE II - COMPENSATION - as follows:

"Upon submission of invoice, the County shall compensation the Contractor an amount of the renewal as mutually agreed upon."

Amend ARTICLE IV – TERM to extend as follows:

"This contract begins on September 1, 2009 and ends on August 31, 2010 and is subject to yearly renewal unless otherwise terminated in accordance with Article XVII – TERMINATION OF CONTRACT."

All other terms and conditions remain the same as in the original contract

ATTEST:

Lawrence Kestenbaum /

County Clerk/Register

WASHTENAW COUNTY

Robert E. Guenzel County Administrator

CORE TECHNOLOGY CORPORATION

Original:

Clerk

Core Technology Corporation

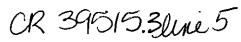
CC:

Support Services Purchasing

# WASHTENAW COUNTY

# 2009 SEP 25 P 5: 16

PURCHASING





**Software Support Renewal Notice** 

NOTICE ID

ORD-02002-9WZMT9

**NOTICE DATE** 

6/28/2010

**EXPIRATION DATE** 

8/25/2010

EIN: 38-2383186

**PAYABLE IN U.S. FUNDS ONLY** 

**TERMS** 

Net on Receipt

ATTN:

**Bob Deering** 

BILL TO:

Washtenaw County

2201 Hogback Rd.

7435 Westshire Drive • Lansing, MI 48917-9764 VOICE (517-627-1521 FAX (517) 627-8944

Ann Arbor, MI 48105

Annual Software Support includes:

Unlimited toll free telephone support (M-F 8:00 AM to 6:00 PM EST excluding holidays), Internet Support,

FTP Support & Product Updates.

#### \*\*\*\*\* THIS IS NOT AN INVOICE - DO NOT PAY \*\*\*\*\*

CODE	PRODUCT	START DATE	END DATE	QTY	UNIT PRICE	AMOUNT
CSBR	Core Service Bureau Subscription Renewal	9/1/2010	8/31/2011	4	\$529.00	\$2,116.00
CTCBATCHS	Support - CTC Bridge for Courts	9/1/2010	8/31/2011	1	\$151.00	\$151.00
MBSTDS	Support - MultiBridge Secure Tunnel	9/1/2010	8/31/2011	1	\$877.00	\$877.00
MEJTLDS	Support - MultiBridge Enterprise for T27 LEIN	9/1/2010	8/31/2011	1	\$1,682.00	\$1,682.00
TALDS	Support - Talon Desktop Client	9/1/2010	8/31/2011	45	\$101.00	\$4,545.00
TALPTS	Support - TalonPoint	9/1/2010	8/31/2011	1	\$4,166.00	\$4,166.00
*Subject to tax					*TOTAL \$	\$13,537.00

Should you wish to process this renewal immediately, please send a Purchase Order or sign this document and return to my attention using ramerz@coretechcorp.com, or fax it to (517) 627-8944. Should you have any questions, please feel free to contact me at (800) 338-2117 ext. 511. Thank you for your business.

Sincerely,

Rorie A. Merz, Support Sales

WASHTENAW COUNTY

Verna J//McDaniel

County Administrator

ESTED TO:

Lawrence Kestenbaum County Clerk/Register

APPROVED AS TO FORM:

Curtis W. Hedger

Office of Corporation Counsel

APPROVED AS TO CONTENT:

me McPale James McFarlane, Manager Information Technology

# ASHTENAW COUNTY 2010 JUL 20 A 10: 44 \*\*\*CHASING

2 39515.4



#### **Order Authorization**

Dated: Mar-01-2012 Expiration Date: Apr-30-2012

**Core Technology Corporation** 

Customer

Rodney Ford

7435 Westshire Dr., Lansing, MI 48917

Phone: (800) 338-2117 Fax: (517) 627-8944 rrford@coretechcorp.com

**Bob Deering** 

Washtenaw County Sheriff Department 2201 Hogback Rd.

Ann Arbor, MI 48105

OTY SERVICES	UNIT PRICE		LINE TOTAL
Installation, Configuration and Project Management for the TalonPoint to the Archonix Jall solution	\$10,000.00		\$10,000.00
The second state of the second		Subtotal	\$10,000.00

Net Total (USD) \$10,000.00

Payment Terms

Software license fees are involced and due upon receipt of the order. Annual Support fees are involced and due after software implementation. Services fees are invoiced 50% upon receipt of order and 50% at completion of the services. This price quote does not include tax.

**Terms & Conditions** 

This is a price quote for the product and/or services names above, it is valid through the expiration date. Core Technology Corporation reserves the right to withdraw this price quote if it is not accepted by the expiration date.

Order Authorization

Completion of this section indicates full acceptance of the Items above. All Customer purchase orders for products and services are subject to Core Technology Corporation's End User License Agreement, Terms and Conditions. Please attach a purchase order to this quote and fax it to: (517) 627-8944.

**WASHTENAW COUNTY** 

4/1APPROVED AS TO FORM:

1:28:30 PM

Verna J. UrcDanlel

VERNA J. MCDANIEL

COUNTY ADMINISTRATOR

ਿਕੇ₩ਾਂ€ਜਿ€⊌ Kestenbaum

k/Register

Curtis N. Hedger

Office of Corporation Counsel

APPROVED AS TO CONTENT:

Information Technology