

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, June 7, 2021 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Public may participate in the meeting electronically:

Join by phone: (US)+1 413-471-2250 PIN: 353 957 672#
Join by Hangouts Meeting ID: meet.google.com/gfb-ikdn-hdr

8:00 A.M. Call to Order – Chairperson Bardwell
Roll Call – Clerk Fetting

County Updates

None

New Business

- 1. Properties Being Purchased to Grow Marijuana – Cynthia Kapa**
- 2. Tuscola County Clean Sweep Grant (See A)**
- 3. Johnson Controls Planned Service Proposal (See B)**
- 4. Vanderbilt Park Phragmites Research (See C)**
- 5. Building Code Enforcement Concerns Letter from Fairgrove Township Supervisor (See D)**

10:00 a.m. BREAK

Old Business

- 1. Revised MIOSHA Emergency Rules (See E)**
- 2. Updated Non-Court Employee COVID-19 Preparedness and Response Plan (See F)**

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner DuRussel

Primary Finance/Technology

- 1. Proposed L-4029 Tuscola County 2021 Special Voted Tax Rates (See G)**
- 2. Security Status Update – Eean Lee, CIO**

On Going and Other Finance and Technology

Finance

1. American Rescue Plan Act Ad-Hoc Committee
2. Preparation of Multi-Year Financial Planning
3. MGT Cost Allocation Plan
4. Pension Obligation Bond Refunding

Technology

5. GIS Update
6. Increasing On-Line Services/Updating Web Page

Building and Grounds

Committee Leader **Commissioner Grimshaw** and Commissioner DuRussel

Primary Building and Grounds

1. Storage Lease with Dost Property, LLC – *(See H)*

On Going and Other Building and Grounds

1. State Police Water and Annexation
2. IT Department Space Needs
3. Vanderbilt Park Survey

Personnel

Committee Leader **Commissioner Grimshaw** and Commissioner Vaughan

Primary Personnel

1. Controller/Administrator Employment Agreement

On-Going and Other Personnel

1. Paperless Payroll Update
2. Refilling Full-Time Employee (FTE) Vacancies -Board Review and Approval
3. Workman's Compensation
4. Michigan Employees Retirement System (MERS)
5. Michigan Association of Counties (MAC) 7th District Meeting Updates
6. Safety Committees – Watch for Grant Opportunities

Other Business as Necessary - None

On-Going Other Business as Necessary

1. Animal Control Ordinance

Public Comment Period

210000000070

**Michigan Agriculture Environmental Assurance Program
Clean Sweep Program**

Grant Agreement

Between

Michigan Department of Agriculture and Rural Development

and

County of Tuscola, Board of Commissioners

October 1, 2020 – September 30, 2021

**Michigan Department of Agriculture and Rural Development
Michigan Agriculture Environmental Assurance Program
Clean Sweep Program**

By authority granted under Act No. 166 of the Public Acts of 2020, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the County of Tuscola, Board of Commissioners (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$25,000.00.

The grant shall be effective from October 1, 2020 through September 30, 2021.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

Thom Bardwell, County Board Chair
County of Tuscola

James Johnson, Director
Environmental Stewardship Division

**Michigan Department of Agriculture and Rural Development
Grant Agreement**

TITLE: Michigan Agriculture Environmental Assurance Program (MAEAP) Clean Sweep Program

GRANTEE/ADDRESS: Mike Miller
County of Tuscola, Board of Commissioners
1123 Mertz Road, Suite 1
Caro, Michigan 48723
Phone: 989-672-1673
Fax: 989-672-3868
E-mail: mmiller@tuscolacounty.org

**GRANT ADMINISTRATOR/
ADDRESS:** Abigail Eaton
Michigan Department of Agriculture &
Rural Development
Environmental Stewardship Division
P.O. Box 30017
Lansing, Michigan 48909
Phone: 517-284-5612
E-mail: eatona@michigan.gov

**TOTAL AUTHORIZED
BUDGET:** \$25,000.00

GRANT NUMBER: 210000000070

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. Grant Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of 20% or more of the grant amount.

D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this

covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

F. Unfair Labor Practices

Pursuant to Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*, the State of Michigan (the State) shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322.

Grantee shall not enter into a contract for the performance of this grant with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Grantor may void this Agreement if, subsequent to entering this Agreement, the name of the Grantor or the name of any of Grantor's subcontractors, manufacturers or suppliers appears in the register.

G. Liability Insurance

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

I. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

J. Cancellation

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by

the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

K. Electronic Funds Transfer

In accordance with Act No. 207 of the Public Acts of 2004, payments under this Grant Agreement must be processed by electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService> .

L. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The purpose of this grant is to provide funding support for pesticide collection and disposal.

B. Statement of Work

The Grantee shall accept pesticides from any end-user of pesticides that resides in the State of Michigan.

1. End-users of pesticides shall not be charged for disposal costs for those billed to this grant.
2. User fees, when charged, shall be charged uniformly without regard to the residence of the end user or the amount of pesticides presented for disposal.
3. End-users of pesticides shall enjoy equal access to the Grantee's pesticide collection program and facility without regard to the residence of the end-user.
4. Agribusinesses may present pesticides for disposal with advanced approval from the Grantee and the Grantor. The business must submit a detailed inventory listing amounts of pesticides collected by EPA Registration Number, weight, and volume.
5. The Grantee is responsible for reporting the weight of pesticides and the tare weight of barrels, flex bins, packaging, and other containers and materials used to package pesticides for disposal. The Grantee will clarify in the contract with their disposal vendors to collect this information, as necessary.

C. Budget

This is a cost reimbursement grant funded with state restricted funds from the Freshwater Protection Fund. Costs may include:

- Pesticide disposal (reimbursement not to exceed \$1.65 per pound)
- Waste hauler fees
- On-site handling and labor costs
- Packaging materials
- Transportation costs
- Relevant training costs - registration fee only

The budget may not exceed \$25,000.00.

D. Payment Schedule

Payments will be made available upon receipt of reports as defined in Section II.F.

Grantee will be reimbursed for the disposal costs of pesticides and associated expenses, up to the amount supported on disposal vendor invoices.

E. Audit

The project will be subject to audit by the state who may review the adequacy of the financial management/reporting system during, or at any time subsequent to, the award.

F. Reporting

The Grantee shall submit program data and requests for reimbursement to MDA-ESD-Grants@michigan.gov with a copy to the program manager at EatonA@michigan.gov.

1. Requests for reimbursement are due quarterly:

- January 7, 2021
- April 7, 2021
- July 7, 2021
- October 5, 2021

Requests may be submitted more frequently as collection events occur.

If there is no program activity to report for a quarter, the Grantee must notify the Grantor via MDA-ESD-Grants@michigan.gov and EatonA@michigan.gov.

The final billing must be submitted no later than October 5, 2021. If a vendor invoice(s) for final collection is not yet available, an estimate of final costs, based on pounds collected, must be submitted by this date.

2. Each request for reimbursement shall include:

- a. MDARD Clean Sweep Request for Reimbursement Form itemizing reimbursement for each collection site.
- b. Itemized vendor invoices with pesticides clearly identified. The vendor invoices shall summarize the total tare weight of pesticides collected and the weight of containers and packaging used by the vendor to dispose of pesticides.
- c. A summary of the types and amounts of pesticides collected by EPA Registration Number, weight, and volume if collecting from a business.
- d. Hazardous waste transportation manifest.

Johnson Controls planned service proposal

Prepared for COUNTY OF TUSCOLA

B.

Customer
COUNTY OF TUSCOLA

Local Johnson Controls Office
1080 TITTABAWASSEE RD
SAGINAW, MI 486041048

Agreement Start Date:
08/01/2021

Proposal Date
05/19/2021

Estimate No:
1-1AFTQ1L4



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for COUNTY OF TUSCOLA

Dear Mike,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 2 Years starting 08/01/2021 and ending 07/31/2023.
- The agreement price for first year is \$13940.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Lindsay Short
Service Manager
(866) 635-1392

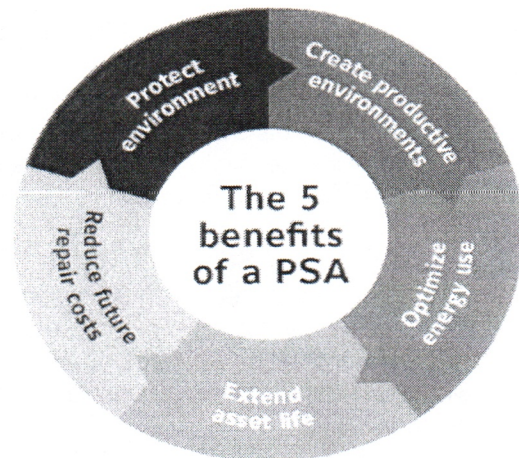
The power behind **your mission**

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

- 1. Identify energy savings Opportunities**
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce future repair costs**
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend asset life**
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure productive environments**
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished.
- 5. Promote environmental health and safety**
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Operational Visit/Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the

tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Vibration Analysis – Fan & Pump

Johnson Controls technicians will collect vibration data at various measurement points on the machine. This data is used to assess the condition of bearings, sheaves, belts and rotors. It also detects the presences of imbalance or misalignment. Repairs are followed up with another vibration analysis to ensure root problems have been identified and resolved.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : COUNTY OF TUSCOLA
Address: 440 N STATE ST CARO, MI 48723-1555
Proposal Date: 05/19/2021
Estimate #: 1-1AFTQ1L4

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 08/01/2021 and will continue until 07/31/2023 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$13940.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

TUSCOLA COUNTY COURTHOUSE
125 W LINCOLN ST
CARO,MI 48723

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Lindsay Short _____

By: _____

Signature: _____

Signature: _____

Title: Service Manager Date: _____

Title: Date: _____

Signature: _____

Customer PO#: _____

Title: Date: _____

JCI Branch:JOHNSON CONTROLS SAGINAW TRAVERSE MI CB - 0N14
Address:1080 TITTABAWASSEE RD
SAGINAW,MI 486041048
Branch Phone:(866) 635-1392
Branch Email: _____

Schedule A - Equipment List

TUSCOLA COUNTY DHS BLDG	1365 CLEAVER RD CARO, MI 48723-9135
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Product: Controls (Controller/End Devices), Roof Top Unit (RTU), Johnson Controls, >20 points

Quantity: 5 Coverage Level: Basic	Services Provided 1 Operational
<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK
	<u>Model #</u>
	<u>Serial #</u> 1-14HAOR0V

Product: Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points

Quantity: 1 Coverage Level: Basic	Services Provided 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK
	<u>Model #</u>
	<u>Serial #</u> 1-14HAORJV

Product: Boiler, Gas-Fired, High Efficiency, 0-10 HP

Quantity: 1 Coverage Level: Basic	Services Provided 1 Operational 1 Comprehensive 1 Combustion Analysis
<u>Customer Tag</u>	<u>Manufacturer</u> Triangle Tube
	<u>Model #</u>
	<u>Serial #</u> 1-BIKIUB0

Product: Backflow Preventor <=4"

Quantity: 1 Coverage Level: Basic	Services Provided 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> Watts
	<u>Model #</u>
	<u>Serial #</u> 1-BIKIUE7

TUSCOLA COUNTY COURTHOUSE	440 N STATE ST CARO, MI 48723-1555
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Product: Boiler, Gas-Fired, High Efficiency, >10 HP

Quantity: 2	Coverage Level: Basic	Services Provided	
		1 Operational	1 Comprehensive
		1 Combustion Analysis	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	RayPak	H750	1-BINSJME
	Lochinvar Corporation	KBN701	1-BINOPS2

Product: Air Handling Unit (AHU), Mixed Air, <15 HP

Quantity: 2	Coverage Level: Basic	Services Provided	
		1 Comprehensive	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Trane	FIELD UPDATE NEEDED	1-BINVG8/FIELD UPDATE NEEDED
	Trane		1-BINVGR8

Product: Pump, Circulating, 0-10 HP

Quantity: 2	Coverage Level: Basic	Services Provided	
		1 Operational	1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Aurora		1-BIO6005

Product: Pneumatic, Room Thermostat

Quantity: 10	Coverage Level: Basic	Services Provided	
		1 Operational	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	JCI_YORK		1-BIO601Y

Product: Pneumatic, Control Valve, 1/2 - 2in, Water

Quantity: 10	Coverage Level: Basic	Services Provided	
		1 Operational	

TUSCOLA COUNTY COURTHOUSE	440 N STATE ST CARO, MI 48723-1555
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<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO603D
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Product: Air Compressor/Dryer, Air Compressor, Commercial, <5 HP

Quantity: 1	Services Provided
Coverage Level: Basic	1 Comprehensive
	1 Belt Change

<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO604J
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Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 125001-250000 points

Quantity: 1	Services Provided
Coverage Level: Basic	1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO6057
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Product: Controls, Digital Thermostat, All

Quantity: 50	Services Provided
Coverage Level: Basic	1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO606P
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Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 21-60 points

Quantity: 1	Services Provided
Coverage Level: Basic	1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO60BH
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TUSCOLA COUNTY COURTHOUSE	440 N STATE ST CARO, MI 48723-1555
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Product: Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 51-100 points

Quantity: 1 Coverage Level: Basic	Services Provided 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK
	<u>Model #</u>
	<u>Serial #</u> 1-BIOGFX9

Product: Cooling Tower, Spray Distribution, <300 Tons

Quantity: 1 Coverage Level: Basic	Services Provided 1 Tower Cleaning 1 Vibration Analysis (Fan) 1 Seasonal Start-up 1 Seasonal Shut-down 1 Condenser Pump Strainer Cleaning
<u>Customer Tag</u>	<u>Manufacturer</u> Baltimore Aircoil
	<u>Model #</u>
	<u>Serial #</u> 1-BIOGFZ9

Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Quantity: 2 Coverage Level: Basic	Services Provided 1 Operational 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> Trane Trane
	<u>Model #</u>
	<u>Serial #</u> 1-BIOJQ09 1-BIOGG0H

Product: Backflow Preventor <=4"

Quantity: 2 Coverage Level: Basic	Services Provided 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> Watts
	<u>Model #</u>
	<u>Serial #</u> 1-BIOJQSJ

Product: Boiler, Gas-Fired, Fire Tube, <50 HP

Quantity: 2 Coverage Level: Basic	Services Provided 1 Operational 1 Comprehensive 1 Combustion Analysis
<u>Customer Tag</u>	<u>Manufacturer</u> Weil Mclain
	<u>Model #</u> 878
	<u>Serial #</u> 1-BJ7X9DP

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Weil Mclain

978

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Product: VAV Box, All Types

Quantity: 10 Coverage Level: Basic	Services Provided 1 Operational
<u>Customer Tag</u>	<u>Manufacturer</u> Trane
	<u>Model #</u>
	<u>Serial #</u> 1-BIPB1J6

Product: Humidifier All

Quantity: 1 Coverage Level: Basic	Services Provided 1 Operational 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> Carnes Company
	<u>Model #</u>
	<u>Serial #</u> 1-BIPE3KA

Product: Backflow Preventor <=4"

Quantity: 1 Coverage Level: Basic	Services Provided 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> Watts
	<u>Model #</u>
	<u>Serial #</u> 1-BIPE3KY

Product: Boiler, Gas-Fired, Atmospheric, 0-10 HP

Quantity: 2 Coverage Level: Basic	Services Provided 1 Operational 1 Combustion Analysis 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> Burnham Commercial Burnham Commercial
	<u>Model #</u>
	<u>Serial #</u> 1-BIPFWSO 1-BIPE3U8

Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Quantity: 1 Coverage Level: Basic	Services Provided 1 Operational 1 Comprehensive
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<u>Customer Tag</u>	<u>Manufacturer</u> Trane	<u>Model #</u> FIELD UPDATE NEEDED	<u>Serial #</u> 1-BIPFXBY/FIELD UPDATE NEEDED
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Product: Air Handling Unit (AHU), Variable Frequency Drive (VFD), <15 HP

Quantity: 1

Coverage Level: Basic

Services Provided

1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u> Trane	<u>Model #</u> FIELD UPDATE NEEDED	<u>Serial #</u> 1-BIPFXCN/FIELD UPDATE NEEDED
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Equipment tasking

Air Compressor/Dryer, Air Compressor, Commercial, <5 HP

Belt Change

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform belt change procedures
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters and wash or replace as needed
- Replace oil in compressor and check for proper level
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Inspect pressure reducing station filters and clean or replace as required
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Mixed Air, <15 HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Visually inspect damper(s)
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check for unusual noise and vibration
- Check for deterioration of gaskets and seals
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Check starter/contacter
- Check and tighten electrical connections
- Check damper operation and lubricate as required
- Visually check control valve(s)
- Lubricate blower and motor bearings
- Clean condensate pan and clear drain line
- Check condition of blower assembly
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Variable Frequency Drive (VFD), <15 HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check for heat damage
- Review event log (if applicable)
- Ramp drive up and down, and check for proper operation (if possible)
- Check condition of air filter and clean or replace as needed
- Verify proper operation of cooling fans and clean as needed
- Check for unusual noise or vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Backflow Preventor <=4"

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Test and calibrate check valve operation of backflow prevention device with test

set
Bleed air from backflow preventer
Inspect for leaks
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Boiler, Gas-Fired, Atmospheric, 0-10 HP

Combustion Analysis	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly Clean combustion fan wheel Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed Check burner for proper sequence of operation Check operating controls Check all safety controls Lift relief valve to ensure proper operation Check boiler relief valves for leakage Check combustion damper operation (if applicable) Check operation of primary boiler pump (if applicable) Check factory supplied gas piping and components for leakage Drain boiler, open hand hole covers and clean as needed (if applicable) Disassemble and clean low water cut-out Fill boiler and check for proper operation of make-up water valve Verify proper operation of low water cut-out control Check overall condition of unit Record and log all operating parameters (including pressures and temperatures) Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Use appropriate eye protection in work environment

- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Check combustion damper operation (if applicable)
- Check operation of primary boiler pump (if applicable)
- Verify proper operation of low water cut-out control
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valv
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, Fire Tube, <50 HP

Combustion Analysis

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform combustion analysis procedures
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls

- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valve
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, High Efficiency, 0-10 HP

Combustion Analysis

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform combustion analysis procedures
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work

- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Inspect condensate piping , trap and drain
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Inspect condensate piping , trap and drain
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valv
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, High Efficiency, >10 HP

Combustion Analysis

- Use appropriate eye protection in work environment

	<ul style="list-style-type: none">Use appropriate Head protection on worksiteUse appropriate hand gloves on worksiteUse and follow the JCI safety policy for Fall Protection while performing workUse and follow the JCI Ladder Safety processes while performing workUse and follow the JCI Lock-out Tag-out on all electrical machineryAll work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesPerform combustion analysis proceduresDocument tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	<ul style="list-style-type: none">Use appropriate eye protection in work environmentUse appropriate Head protection on worksiteUse appropriate hand gloves on worksiteUse and follow the JCI safety policy for Fall Protection while performing workUse and follow the JCI Ladder Safety processes while performing workUse and follow the JCI Lock-out Tag-out on all electrical machineryUse appropriate Arc/flash personal protective equipment on voltages over 240 voltsAll work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesInspect burner contactors for wearCheck and tighten electrical connectionsCheck for proper gas supply pressureCheck and clean pilot assemblyClean combustion fan wheelVisually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as neededCheck burner for proper sequence of operationCheck operating controlsCheck all safety controlsInspect condensate piping , trap and drainLift relief valve to ensure proper operationCheck boiler relief valves for leakageCheck combustion blower motor operation and lubricate as neededCheck factory supplied gas piping and components for leakageDrain boiler, open hand hole covers and clean as needed (if applicable)Disassemble and clean low water cut-outFill boiler and check for proper operation of make-up water valveVerify proper operation of low water cut-out controlCheck overall condition of unitRecord and log all operating parameters (including pressures and temperatures)Remove and dispose any debris from any maintenance activityDocument tasks performed during visit and report any observations to appropriate customer representative
Operational	<ul style="list-style-type: none">Use appropriate eye protection in work environmentUse appropriate Head protection on worksiteUse appropriate hand gloves on worksiteUse and follow the JCI safety policy for Fall Protection while performing workUse and follow the JCI Ladder Safety processes while performing workUse and follow the JCI Lock-out Tag-out on all electrical machineryAll work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesBlow down boilerInspect condensate piping , trap and drainCheck for proper operation of low and high gas pressure cut-out switchesCheck factory supplied gas piping and components for leakageCheck burner for proper sequence of operation

Check flame quality

Visually inspect combustion chamber, draft diverter and flue for accumulation of soot

Check boiler relief valves for leakage

Verify proper operation of low water cut-out control

Check combustion blower motor operation

Check hot water/steam temperature and pressure

Check proper operation of make-up water valv

Check overall condition of unit

Document tasks performed during visit and report any observations to appropriate customer representative

Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Comprehensive

Use appropriate eye protection in work environment

Use appropriate Head protection on worksite

Use appropriate hand gloves on worksite

Use and follow the JCI safety policy for Fall Protection while performing work

Use and follow the JCI Ladder Safety processes while performing work

Use and follow the JCI Lock-out Tag-out on all electrical machinery

Use appropriate Arc/flash personal protective equipment on voltages over 240 volts

Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants

Use and follow the JCI process for handling and working with Used Oil

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Review control panel for proper operation and recorded fault histories

Check for visual signs of refrigerant/oil leak(s)

Conduct refrigerant leak check

Check for proper crank case heater operation (if applicable)

Perform lock-out and tag-out procedure

Inspect condenser fan and compressor contactors for wear

Check and tighten electrical connections

Check for unusual noise and vibration

Check overall condition of unit

Record and log all operating parameters

Remove and dispose any debris from any maintenance activity

Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment

Use appropriate Head protection on worksite

Use appropriate hand gloves on worksite

Use and follow the JCI safety policy for Fall Protection while performing work

Use and follow the JCI Ladder Safety processes while performing work

Use and follow the JCI Lock-out Tag-out on all electrical machinery

Use appropriate Arc/flash personal protective equipment on voltages over 240 volts

Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Review control panel for proper operation and recorded fault histories

Check refrigerant charge (sight glass)

Check for proper crank case heater operation (if applicable)

Check for visual signs of refrigerant/oil leak(s)

Check for proper condenser fan operation

Check for unusual noise and vibration
Check overall condition of unit
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 21-60 points

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on on-site computer and on-site media
Verify unit is controlling to set points by checking sequences of operations and PID loops
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals. Notify customer of any issues with those devices
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
Visually validate system outputs from the field controller
Validate controls safety circuit and alarm verification (coordinate with customer)
Tighten electrical connections
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on on-site computer and on-site media
Verify unit is controlling to set points by checking sequences of operations and PID loops
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals. Notify customer of any issues with those devices
Identify and notify customer of abnormal point communications

- Identify and notify customer of current overrides (e.g. out of service) and negative impacts
- Identify and notify customer of all current alarms and negative impacts
- Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
- Visually validate system outputs from the field controller
- Tighten electrical connections
- Check overall condition of panel and perform visual inspection of unit and surrounding area
- Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 51-100 points

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Create local back up of existing program and store on on-site computer and on-site media
- Verify unit is controlling to set points by checking sequences of operations and PID loops
- Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals. Notify customer of any issues with those devices
- Identify and notify customer of abnormal point communications
- Identify and notify customer of current overrides (e.g. out of service) and negative impacts
- Identify and notify customer of all current alarms and negative impacts
- Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
- Visually validate system outputs from the field controller
- Tighten electrical connections
- Check overall condition of panel and perform visual inspection of unit and surrounding area
- Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Roof Top Unit (RTU), Johnson Controls, >20 points

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Verify unit is controlling to set points by checking sequences of operations and PID loops
- Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 125001-250000 points

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
Execute Performance Verification to identify abnormal supervisory device communications.
Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
Back up all supervisory controllers and OWS/server devices
Archive object database for Metasys system
Ensure security database is consistent across devices and that default passwords have been changed
Back up all server repository databases (e.g. trends, alarms, etc.)
Document tasks performed during visit and report any observations to appropriate customer representative

Controls, Digital Thermostat, All

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Cycle thermostat and check for proper operation
Complete any required maintenance checklists, report observations to appropriate customer representative

Cooling Tower, Spray Distribution, <300 Tons

Condenser Pump
Strainer Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies
Clean strainer
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Shut-down

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Assure condenser pump(s) and tower fan(s) are disabled
Shut off cooling tower make up
Drain tower and basin
Remove belts from drive (if applicable)
Paint drive sheaves (if applicable)
Drain condenser water lines below roof line (if applicable)
Check operation of heat trace on condenser water and make up water lines (if applicable)
Tag cooling tower out of service
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Start-up

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative to coordinate the startup of the system
Install belts on drive and adjust tension (if applicable)
Shut off the tower drain
Open the cooling tower make up and fill tower
Check for proper operation of make up water controller and adjust as needed
Remove shutdown tag from unit
Start condenser water pump to assure proper flow thru the cooling tower
Start tower fan(s) to check operation
Check for spray nozzle blockage
Document tasks performed during visit and report any observations to appropriate customer representative

Tower Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240

volts

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Drain tower and basin
Remove soot and debris
Clean basin
Fill tower and basin
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Vibration Analysis (Fan)

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Record equipment specific information for reference
Install pads and labels (if applicable)
Install sensors in proper location.
Start equipment and run at normal operating conditions.
Record readings and remove sensors.
Submit readings for report generation and deliver to customer with recommendations.
Document tasks performed during visit and report any observations to appropriate customer representative

Humidifier All

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Check with appropriate customer representative for operational deficiencies
Check control valve(s)
Check manifold
Check strainer
Check trap
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Check with appropriate customer representative for operational deficiencies

- Check control valve(s)
- Check manifold
- Check strainer
- Check trap
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pneumatic, Control Valve, 1/2 - 2in, Water

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity, actions, follow-up, etc
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pneumatic, Room Thermostat

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity, actions, follow-up, etc
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pump, Circulating, 0-10 HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check coupling
- Lubricate pump and motor bearing(s) per manufacturer's recommendation
- Record and log all operating parameters
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check pressures
- Visually inspect coupling
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

VAV Box, All Types

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check temperature
- Check damper and linkage
- Cycle thermostat and check for proper operation
- Check for leaks in air supply (if applicable)
- Check fan operation
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$13940.00	Annually
Year2	\$14400.00	Annually

Special Additions and Exceptions

Customer shall receive 10% discount from street rate labor for work outside of this scope for life of this agreement.

	Yr 1	Yr 2
DHS	\$ 2050	\$ 2110
Court/Jail	\$10403	\$10740
MSP	\$ 1487	\$ 1550
Total	\$13940	\$14400

Optional Preventative Maintenance Services:

- 1) RTU's – DHS (5) and Court/Jail (5) – provide comprehensive maintenance for 1 cooling, 1 heating, and 1 belt change ----- add \$2410.00 for year 1, add \$2495 for year 2.
- 2) RTU – DHS (5) and Court/Jail (5) – provide coil cleaning in summer after cottonwood is finished ----- add \$1200 for year 1, add \$1240.00 for year 2.
- 3) Heat Pumps (51) Court/Jail – provide 1 operational inspection and 1 cleaning of coil on unit – add \$6615 for year 1, add \$6845 for year 2.

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED EQUIPMENT SERVICES means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit

JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power

surges”) and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;

- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI’s reasonable control and without JCI’s fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI’s obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI’s reasonable collection costs (including legal fees and expenses). In the event of Customer’s default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer’s warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer’s warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI’s option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI’s property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer’s sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI’S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
 - (1) operate the Covered Equipment according to the manufacturer’s and/or JCI’s recommendations;
 - (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
 - (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
 - (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
 - (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
 - (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
 - (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
 - (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
 - (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
 - (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
 - (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
 - (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or

others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the

Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. SOFTWARE AND DIGITAL SERVICES

Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Q. Privacy.

1. **JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

R. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

8. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an average fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or

representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. **System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. **Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. **Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. **JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN**

Johnson Controls Planned Service Proposal
Proposed for COUNTY OF TUSCOLA

APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Fwd: [EXTERNAL] RE: [EXTERNAL] Vanderbilt Park Invasive Phragmites

2 messages

Tom Young <tyoung@tuscolacounty.org>

Wed, Jun 2, 2021 at 8:21 AM

To: Thomas Bardwell <tbardwell@tuscolacounty.org>, Clayette Zechmeister <zclay@tuscolacounty.org>

I have spoken to Danielle Snow about using Vanderbilt Park for doing phragmites research

I would like this included for the COW June 7th

Would this be OK?

----- Forwarded message -----

From: Tom Young <tyoung@tuscolacounty.org>

Date: Tue, Jun 1, 2021 at 11:44 AM

Subject: Re: [EXTERNAL] RE: [EXTERNAL] Vanderbilt Park Invasive Phragmites

To: Snow, Danielle (Contractor) S <dsnow@contractor.usgs.gov>

I will look into this and get back to you.

On Thu, May 27, 2021 at 12:03 PM Snow, Danielle (Contractor) S <dsnow@contractor.usgs.gov> wrote:

Hello,

Thank you again for taking the time to speak with me about our project and Vanderbilt Park. The documents we discussed are attached. Note that the primary contact for this project is my supervisor, Dr. Kurt Kowalski (kkowalski@usgs.gov), as he is the primary investigator. However, I will be leading the field crew and the day-to-day operation of the project. Attached are:

1. A map of the proposed area and plot/experimental design. While creating this map I started to question whether or not the *Phragmites* stand we were hoping to use is actually within the park. Can you please confirm for me that this stand (see attached map) is actually on county owned land? If is not, do you have the contact information for this land owner? Alternatively, do you know of any other stands that are within Vanderbilt Park where we could set up our experiment? The key requirements are that it is on relatively dry soil and that the stand is at least 0.2 acres of monotypic *Phragmites*.
2. A detailed proposed use plan that outlines the background of the research as well as the experimental design.
3. A permission letter that USGS would need to have signed prior to us performing any work on the *Phragmites* stand.

Please let me know if you need any further information. Lastly, I will be reaching out to our contact at EGLE regarding what permits we (USGS) will need for this work. We currently have a Rule 97 request (application of materials in or near water) and a general permit application in the works to perform this study in Quanicassee. Hopefully they would also apply without any modifications to Vanderbilt Park.

Thanks again and I hope you have a nice holiday weekend!

Danielle Snow
Aperture Federal Contractor in support of USGS
U.S. Geological Survey – Great Lakes Science Center



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Great Lakes Science Center

1451 Green Road

Ann Arbor, MI 48105-2807

PH: (734) 994-3331 • FAX: (734) 994-8780

Tom Young
125 W. Lincoln St.
Suite 500
Caro, MI 48723

Date: May 27, 2021

Dear Mr. Young:

The U.S. Geological Survey requires employees to obtain written permission from property managers in certain cases before entering property to conduct new experiments, surveys, or scientific sampling. Consequently, we are hereby requesting your approval to enter Vanderbilt County Park for the purpose described below. The data and/or samples collected will be used for scientific purposes and will be provided to you upon request.

The USGS – Great Lakes Science Center (GLSC) is conducting research on innovative control measures for *Phragmites australis* – a highly invasive species with wide-ranging social, economic, and ecological impacts. Recent greenhouse and mesocosm studies have demonstrated that sucrose has the potential to be used as an organic bioherbicide against invasive *Phragmites*. We would now like to test the efficacy of sucrose as a management tool in a field setting where plant and soil dynamics are much complex. We are seeking your permission to perform the experiment outlined below at Vanderbilt Park in Tuscola County.

Specific information regarding this request is as follows (please refer to the USGS Proposed Use_Vanderbilt Park document for more details):

1. We propose starting access to Vanderbilt Park in June 2021 and completing in September 2021. Reoccurring access will occur during daylight hours only.
2. The number of people accessing the site will normally be fewer than three individuals. However, up to 6 individuals will be on site for the initial set up of the experiment.
3. Up to twenty 2.25 m² plots will be isolated from the surrounding *Phragmites* stand by digging a small trench (approximately 2 ft deep by 2 inch wide) around the perimeter of each plot and inserting a ground barrier made of plastic, wood, or metal. The barriers will then be secured with small posts and/or excavated soil. Barriers will remain in place for the duration of the experiment and will be removed upon completion in early Fall 2021.
4. Sucrose will be applied as a solution with water to the soil surface within designated plots as well as some spray onto the foliage within the plot. Repeat applications will likely occur on a

weekly or monthly basis, pending results. Control plots will be treated in the same manner but with water only.

5. Team members will regularly monitor plots (weekly or biweekly, pending results) and collect metrics of overall plant health.

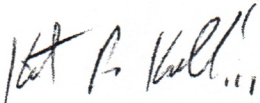
6. Primary USGS Contact: Dr. Kurt Kowalski, USGS – Great Lakes Science Center, 1451 Green Road, Ann Arbor, MI 48105; Phone (734) 214-9308; email: kkowalski@usgs.gov

7. We will make every effort to minimize disturbance or disruption to the County's property. However, in the unlikely event that property damage results, you are entitled to file a claim to recover your damages (tort claim). Please contact Shonnie Fearon (Administrative Officer; 614-430-7706) immediately if property damage should occur.

If you have any questions about this program of the U.S. Geological Survey, you may contact Dr. Kurt Kowalski at the following telephone number: (734) 214-9308.

If you consent to this request, please sign below and return to Kurt Kowalski (kkowalski@usgs.gov) or Danielle Snow (dsnnow@contractor.usgs.gov). Thank you for your cooperation.

Sincerely,



Kurt P. Kowalski
Research Wetland Ecologist

Approval: _____ Date: _____
Signature

Should we contact you before entering County property? Yes No

GPS Coordinates: 43.593565, -83.661487





Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Fwd: [EXTERNAL] Building Code Enforcement

Tom Young <tyoung@tuscolacounty.org>

Wed, May 26, 2021 at 8:43 AM

To: Thomas Bardwell <tbardwell@tuscolacounty.org>, Clayette Zechmeister <zclay@tuscolacounty.org>

Is this something we want to add for the BOC meeting or wait for the next COW?

----- Forwarded message -----

From: <keithaeder22@gmail.com>

Date: Mon, May 24, 2021 at 4:50 PM

Subject: [EXTERNAL] Building Code Enforcement

To: <tyoung@tuscolacounty.org>

Dear Tom-

I ask you to share this letter with the other Commissioners when this topic is discussed.

Governments are called upon to provide many services to their citizens. In recent years, due to rapidly increasing costs and regulations, local governments have found it necessary to join forces to provide services. As an example, the Villages of Akron and Fairgrove, along with Fairgrove Township are operating under contracts for police protection which is much more efficient than having three separate departments, while still providing the level of service appropriate for each unit. Intra-governmental contracting for fire protection is nearly universal in the County. Another way local governments increase efficiency is through contracting for services. An example of this is solid waste management. Townships do not maintain solid waste departments (personnel, trucks, support facilities, landfills, etc.), rather, they typically contract with private firms to provide these services which are tailored to each township's needs and desires. Some may have weekly, or bi-weekly recycling, or none at all - again the service is tailored to their needs. Similarly, zoning is best administered at the local level as zoning ordinances all vary from township to township.

Looking to the County to provide a service is yet another way to create efficiencies. It would be foolish for each township in this county to create and maintain a police department. It would not be cost effective, and administrative functions would be unnecessarily and wastefully duplicated. Similarly, each township creating and staffing a medical care facility would be inefficient and prohibitively expensive.

I view building code enforcement similarly. As a county service, only one or two commissioners need be "experts" in the oversight of a building department. If transferred to a local government service, oversight would require one or two "experts" per local unit, or in the case of Tuscola County, somewhere between 23 and 46. The inspection services would undoubtedly be more costly under this fragmented approach. The difference between building code enforcement and, say zoning, is that the same codes are being enforced across the entire county. Unlike zoning, Fairgrove Township building code enforcement would involve the exact same codes as Arbelo, Koylton, Columbia, and everyone else.

I know there have been issues with the current code enforcement firm - I get that. Yet, how many times have they gotten it right? How many building projects have taken place under their watch without a hitch? Do you Commissioners make the best decision every time? Has there been no occasion where you wish you could have a "do over"? There's no office at any level that gets it right every time. To expect perfection from SCMCCI is unrealistic and unreasonable.

I'm not certain if an appeal process is in place. I don't even know if its

legal. But if there's not, maybe there should be. Should there be an appeals board to decide disputes between code enforcement and citizens/contractors? This might be especially valuable when the code is not as specific or precise as it might be. I know several years ago the building department made a somewhat arbitrary decision to classify a farm shop being built in Fairgrove Township as a "commercial building" rather than a "farm building", resulting in it falling under an entirely different set of rules. My understanding was that the property owner had no recourse - there was no appeal process. Maybe creating a process would help cope with some of the issues that have emerged over the years. And if there is a process in place, maybe it needs review and/or updating. But I don't think the county withdrawing from building code enforcement is the appropriate response to the challenges that we see.

If Commissioners are dissatisfied with the service from SCMCCI, I suggest you begin a search for a new provider. Or maybe sit down with them and come to an agreement regarding what are reasonable and appropriate expectations. Or the county might partner with a neighboring county for the service - similar to the arrangement for our shared equalization director. In any case, I believe it's entirely counterproductive and inefficient for the county to simply bow out of building code enforcement and push the responsibility out to the local governments. If that were to occur, Tuscola County citizens would, in all likelihood, receive a similar or lesser level of service, but at a substantially higher cost.

I strongly urge the Commissioners to retain building code enforcement at the County level, and if SCMCCI's services are found deficient in protecting Tuscola County citizens in a responsible yet reasonable manner, that a search for a new firm be undertaken as soon as possible.

Respectfully-

Keith A. Aeder
Fairgrove Township Supervisor

 **winmail.dat**
134K

DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

GENERAL RULES

EMERGENCY RULES

CORONAVIRUS DISEASE 2019 (COVID-19)

Filed with the secretary of state on

These rules take effect upon filing with the secretary of state and shall remain in effect until October 14, 2021.

(By authority conferred on the director of the department of labor and economic opportunity by sections 19, 21, and 24 of the Michigan occupational safety and health act, 1974 PA 154, MCL 408.1019, 408.1021, and 408.1024, and Executive Reorganization Order Nos. 1996-1, 1996-2, 2003-1, 2008-4, 2011-4, and 2019-3, MCL 330.3101, 445.2001, 445.2011, 445.2025, 445.2030, and 125.1998)

FINDING OF EMERGENCY

These rules are promulgated by the Director of the Michigan Department of Labor and Economic Opportunity to establish requirements for employers to control, prevent, and mitigate the spread of coronavirus disease 2019 (COVID-19) among employees. Based on the best available scientific evidence and public health guidance published by the U.S. Centers for Disease Control (CDC) and other public health authorities, COVID-19 is an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). SARS-CoV-2 is easily transmitted through the air from person-to-person through respiratory aerosols. In addition to its contagious nature, COVID-19 is dangerous and deadly. As of May 11, 2021, the State of Michigan had a total of 867,341 confirmed cases and 18,338 deaths.

Work, by its nature, removes people from the confines and relative safety of their homes to interact with others who may be carrying the virus including coworkers, customers, patients, or the public at large. Employees who come into contact with others at work are at elevated risk of infection.

Since March 2020, employers have reported 61 worker deaths from COVID-19 in Michigan and 173 in-patient hospitalizations for COVID-19 potentially linked to workplace exposure to SARS-CoV-2. MIOSHA has received over 15,000 complaints from employees alleging uncontrolled COVID-19 hazards in the workplace and 580 referrals from local government, including local health departments, indicating that businesses were not taking all the necessary measures to protect their employees from SARS-CoV-2 infection.

To date, the Food and Drug Administration has granted emergency use authorization to three vaccines to prevent COVID-19, providing a path to end the pandemic. The State of Michigan is part of the largest mass vaccination effort in modern history and is presently working toward vaccinating at least 70% of its residents 16 and older as quickly as possible.

The Legislature has declared that “all employees shall be provided safe and healthful work environments free of recognized hazards.” MCL 408.1009. Employers must provide employees with “a place of employment that is free from recognized hazards that are causing, or are likely to cause, death or serious physical harm to the employee.” MCL 408.1011(a). Nonetheless, Michigan’s experience with COVID-19 demonstrates that the disease can spread rapidly without protective measures and standards in place. Workplaces, where employees, customers, and members of the public congregate, pose a particular threat for COVID-19’s spread. To mitigate and limit COVID-19’s spread in workplaces and to protect employees across Michigan, it is necessary to impose these rules and standards.

Businesses must do their part to protect employees, their patrons, and their communities. Many businesses have already done so by implementing robust safeguards to prevent viral transmission. But we can and must do more: no one should feel unsafe at work. Pursuant to section 21(2) of the Michigan occupational safety and health act, 1974 PA 154, MCL 408.1021, I find that these emergency rules are necessary to protect employees during the ongoing COVID-19 pandemic.

Based on the best available scientific evidence and public health guidance available regarding the spread of COVID-19 in the workplace, I find that these emergency rules are necessary to protect employees. If the non-emergency rulemaking process specified in the administrative procedures act of 1969 (APA), 1969 PA 306, MCL 24.201 to 24.328, for the promulgation of rules was followed, employees across Michigan may be unnecessarily exposed to SARS-CoV-2 during the rule promulgation process. Further, existing MIOSHA rules do not directly address COVID-19’s spread in the workplace and employees are likely to experience an increased probability of infection at work until the protective measures in this rule are in place. Accordingly, following the non-emergency rulemaking process would undermine the effectiveness of Michigan’s emergency response to COVID-19, and expose Michigan workers to a higher risk of contracting the disease in their places of employment.

The Director, therefore, for the preservation of the public health, safety, and welfare, finds that a clear and convincing need exists for the promulgation of emergency rules as provided in section 48 of the APA, MCL 24.248, without following the notice and participation procedures required by sections 41 and 42 of the APA, MCL 24.241 and 24.242.

Rule 1. Scope and application.

These rules apply to all employers covered in the Michigan occupational safety and health act, 1974 PA 154, MCL 408.1001 to 408.1094, for SARS-CoV-2 coronavirus and COVID-19.

Rule 1a. Application of other rules.

These emergency rules supersede the entirety of the emergency rules filed on October 14, 2020, and the extension of these emergency rules filed on April 13, 2021.

Rule 1b. Suspension of previous rule.

In the event these emergency rules issued on May 24, 2021 are deemed invalid by a court of competent jurisdiction, the previously filed rules will remain effective for the duration of the extension.

Rule 2. Definitions.

As used in these rules:

(a) "Close contact" means close contact as defined by the latest United States Centers for Disease Control and Prevention (CDC) guidelines at the time of contact.

(b) "COVID-19" means a viral respiratory illness characterized by symptoms defined by the CDC.

(c) "Known cases of COVID-19" means persons who have been confirmed through diagnostic testing to have COVID-19.

(d) "SARS-CoV-2" means the novel coronavirus identified as SARS-CoV-2 or a virus mutating from SARS-CoV-2 (severe acute respiratory syndrome coronavirus 2), the virus which is the causative agent of COVID-19.

(e) "Suspected cases of COVID-19" means persons who have symptoms of COVID-19 but have not been confirmed through diagnostic testing or unvaccinated persons who have had close contact with a person who has been confirmed through diagnostic testing to have COVID-19.

(f) "Fully vaccinated persons" means persons for whom at least 2 weeks have passed after receiving the final dose of an FDA-approved or authorized COVID-19 vaccine.

Rule 3. COVID-19 preparedness and response plan for all employers.

(1) The employer shall develop and implement a written COVID-19 preparedness and response plan consistent with these rules and current guidance for COVID-19 from the CDC and the Occupational Health and Safety Administration (OSHA).

(2) The preparedness and response plan shall include the measures the employer will implement to prevent employee exposure, including any applicable:

- (a) Engineering controls.
- (b) Administrative controls.
- (c) Basic infection prevention measures.
- (d) Personal protective equipment.
- (e) Health surveillance.
- (f) Training.

(3) The employer shall make the preparedness and response plan readily available to employees and their representatives, whether via website, internal network, or by hard copy.

Rule 4. Basic infection prevention measures for all employers.

(1) The employer shall promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, the employer shall provide antiseptic hand sanitizers or alcohol-based hand towelettes containing at least 60 percent alcohol.

(2) The employer shall require workers who are experiencing symptoms of COVID-19 to not report to work or work in an isolated location.

(3) The employer shall increase facility cleaning and disinfection to limit exposure to SARS-CoV-2, in accordance with the latest CDC guidance.

(4) The employer shall use Environmental Protection Agency (EPA)-approved disinfectants that are expected to be effective against SARS-CoV-2 based on data for harder to kill viruses.

Rule 5. Health surveillance for all employers.

(1) The employer shall conduct a daily entry self-screening protocol for all employees or contractors entering the workplace, including, at a minimum, a questionnaire covering symptoms and suspected or confirmed exposure to people with possible COVID-19.

(2) The employer shall direct employees to promptly report any signs and symptoms of COVID-19 to the employer before or during the work shift.

(3) The employer shall physically isolate any employees known or suspected to have COVID-19 from the remainder of the workforce, using measures such as, but not limited to:

(a) Not allowing known or suspected cases to report to work.

(b) Sending known or suspected cases away from the workplace.

(c) Assigning known or suspected cases to work alone at a remote location (for example, their home), as their health allows.

(4) When an employer learns of an employee, visitor, or customer with a known case of COVID-19, the employer shall, within 24 hours, notify any co-workers, contractors, or suppliers who may have come into contact with the person with a known case of COVID-19.

(5) The employer shall allow employees with a known or suspected case of COVID-19 to return to the workplace only after they are no longer infectious according to the latest guidelines from the CDC.

Rule 6. Workplace controls for all employers.

(1) The employer shall designate 1 or more worksite COVID-19 safety coordinators to implement, monitor, and report on the COVID-19 control strategies developed under these rules.

(2) The employer shall ensure that any employees, except fully vaccinated persons, remain at least 6 feet from one another to the maximum extent feasible while on worksite premises.

(3) The employer shall provide non-medical grade face coverings to their employees at no cost to the employee. Employers are not required to provide non-medical grade face coverings to fully vaccinated persons.

(4) The employer shall require any employee, except fully vaccinated persons, to wear face coverings when employees cannot consistently maintain 6 feet of separation from other individuals indoors in the workplace. However, fully vaccinated persons must continue to wear face coverings when in the healthcare setting where patients may be present and when using airplane or public transportation if required by the latest CDC guidance.

(5) Compliance with subrules (2) and (4) of this rule may be accomplished in a manner deemed effective for the place of employment. This may include:

(a) Keeping records of whether employees are fully vaccinated persons, and exempting them from subrules (2) and (4) of this rule accordingly.

(b) Posting signs in the work area reminding employees that are not fully vaccinated to wear face coverings and maintain appropriate distancing.

(c) Allowing or requiring remote work.

(d) Requiring face coverings and social distancing for all employees regardless of vaccination status.

Rule 7. Training requirements for all employers.

(1) The employer shall provide training to employees on SARS-CoV-2 and COVID-19.

(2) The employer shall provide any communication and training on COVID-19 infection control practices in the primary languages common in the employee population.

(3) The training shall cover all of the following:

(a) Workplace infection-control practices, including information on vaccinations available for COVID-19.

(b) The proper use of personal protective equipment.

(c) Steps the employee must take to notify the business or operation of any symptoms of COVID-19 or a suspected or confirmed diagnosis of COVID-19.

(d) How to report unsafe working conditions.

(4) The employer shall provide updated training if it changes its preparedness and response plan, or new information becomes available about the transmission of SARS-CoV-2 or diagnosis of COVID-19.

Rule 8. Recordkeeping requirements for all employers.

(1) Employers must maintain a record of the following requirements:

(a) Training. The employer shall maintain a record of all COVID-19 employee training.

(b) Health screening protocols. The employer shall maintain a record of health screening for each non-vaccinated employee or contractor entering the workplace.

(c) If proceeding under Rule 6(5)(a), vaccination information sufficient for implementation

(d) Records of required notifications. The employer shall maintain a record of each notification required by Rule 5 of these rules.

(2) Employers must maintain records for 6 months from time of generation.

DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY

05/21/2021

Date

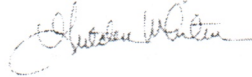


Susan Corbin
Acting Director

Pursuant to Section 48(1) of the administrative procedures act of 1969, 1969 PA 306, MCL 24.248(1), I hereby concur in the finding of the Department of Labor and Economic Opportunity that circumstances creating an emergency have occurred and the public interest requires the promulgation of the above rules.

5/23/2021

Date



Honorable Gretchen Whitmer
Governor

Tuscola County

Non-Court Employee COVID-19 Preparedness and Response Plan



Date Implemented: June ??, 2021
Version 20

COVID-19 Preparedness & Response Plan

General

The following COVID-19 preparedness & response plan has been established for Tuscola County in accordance with MIOSHA Emergency Rules for Coronavirus disease 2019 (COVID-19). The purpose of this plan is to minimize or eliminate employee exposure to SARS-CoV-2.

The Emergency Rules have general safeguards applicable for all workplaces. The Safety Committee has read these emergency rules carefully, developed the safeguards appropriate to Tuscola County based on its type of business or operation, and has incorporated those safeguards into this COVID-19 preparedness and response plan.

Tuscola County has designated one or more worksite COVID-19 safety coordinators to implement, monitor, and report on the COVID-19 control strategies developed in this plan. The worksite COVID-19 safety coordinator(s) is predetermined by each building and/or department. An on-site employee may be designated to perform the COVID-19 safety coordinator role.

The plan will be made readily available to our employees and their representatives. The plan will be made available via (website, internal network and/or hard copy).

Engineering Controls

Tuscola County has implemented feasible engineering controls to minimize or eliminate employee exposure to SARS-CoV-2. Engineering controls involve isolating employees from work-related hazards using ventilation and other engineered solutions. In workplaces where they are appropriate, these types of controls reduce exposure to hazards without relying on worker behavior and can be the most cost-effective solution to implement.

Engineering controls can include:

- Installing physical barriers (such as clear plastic sneeze guards) between coworkers or between workers and customers.
- Increasing the amount of ventilation in the building.
- Increasing the amount of fresh outdoor air that is introduced into the building.

Covid Coordinators will be responsible for seeing that the correct engineering controls are chosen, installed, maintained for effectiveness, and serviced when necessary.

Administrative Controls

Administrative controls are workplace policies, procedures, and practices that minimize or eliminate employee exposure to the hazard. Covid Coordinators will be responsible for seeing that the correct administrative controls are chosen, implemented, and maintained for effectiveness.

The following administrative controls have been established for Tuscola County:

Job/Task	Administrative Control (For Example, Workplace Distancing, Remote Work, Notifying Customers)
For employees not fully vaccinated	Maintain at least six feet from everyone on the worksite.
	Use ground markings, signs, and physical barriers to prompt employees to remain six feet from others.
	Promote remote work (telecommuting) to the fullest extent possible if needed.
	Minimize the sharing of tools, equipment, and items.

	<p>Provide employees with non-medical grade face coverings.</p>
	<p>Require employees, except fully vaccinated persons, to wear non-medical grade face coverings when they cannot consistently maintain six feet of separation from other individuals in the workplace.</p>
	<p>Post signs in the work area reminding employees that are not fully vaccinated to wear face coverings and maintain appropriate distancing.</p>
	<p>Encourage proper cough and sneeze etiquette by employees, including covering coughs and sneezes and coughing and sneezing in one's elbows rather than hands.</p>
	<p>Ensure that sick leave policies are flexible and consistent with public health guidance, so employees do not go to work sick.</p>
	<p>Do not require a healthcare provider's note for employees who are sick with acute respiratory illness to validate their illness.</p>
	<p>Maintain flexible policies that permit employees to stay home to care for a sick family member and potentially qualify for FMLA.</p>

Hand Hygiene

Tuscola County will be responsible for seeing that adequate handwashing facilities are available in the workplace and that regular handwashing is required. Frequency of such handwashing will be determined in part by factors such as when and how often the employees' hands are potentially exposed to SARS-CoV-2. When handwashing facilities are not available, Tuscola County shall provide employees with antiseptic hand sanitizers or towelettes. Tuscola County will provide time for employees to wash hands frequently and to use hand sanitizer.

Tuscola County shall promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide antiseptic hand sanitizers or alcohol-based hand towelettes containing at least 60 percent alcohol.

Disinfection of Environmental Surfaces

Tuscola County will be responsible for seeing that environmental surfaces in the workplace are cleaned and disinfected at least daily when no people with confirmed or suspected cases of Covid -19 have been in the space. If there has been a sick person or someone who tested positive for COVID-19 in your facility within the last 24 hours, the spaces that person or person occupied must be cleaned and disinfected. Products with EPA-approved emerging viral pathogens claims are expected to be effective against SARS-CoV-2 based on data for harder to kill viruses. The manufacturer's instructions for use of all cleaning and disinfection products will be strictly adhered to.

All cleaning practices, procedures, and guidelines as they related to Covid-19 shall follow the current recommendation from the Centers for Disease Control (CDC).

Personal Protective Equipment (PPE)

NOTE: Non-medical grade face coverings are technically not considered PPE.

When the engineering or administrative measures described above cannot be implemented or do not protect workers fully, Tuscola County may require employees to use PPE to supplement other controls. Tuscola County will determine what PPE is necessary. All PPE, including respirators (N95 filtering facepiece respirators or better, including elastomeric respirators, without exhalation valves or vents), face shields, protective gowns, and gloves, will be provided to workers at no cost.

Health Surveillance

Tuscola County will conduct a daily entry self-screening protocol for all employees or contractors entering the workplace, including, at a minimum, a questionnaire covering symptoms and suspected or confirmed exposure to people with possible COVID-19.

Tuscola County will be responsible for ensuring that all required health surveillance provisions are performed.

As workers enter the place of employment at the start of each work shift, Tuscola County will have employees self-screen for COVID-19. Tuscola County will have employees complete a questionnaire covering the signs and symptoms of COVID-19 and their exposure to people with suspected or confirmed COVID-19.

Employees have been directed to promptly report any signs and symptoms of COVID-19 to their elected official or department head and Human Resources before and during the work shift. Tuscola County has provided employees with instructions for how to make such a report to the employer.

The specific instructions for employee reporting signs and symptoms of COVID-19 are as follows:

Confirmed and/or Suspected Cases

If an employee believes that he or she qualifies as a Suspected Case and/or Confirmed Case, he or she must:

- Immediately notify supervisor and/or Human Resources;
- Seek immediate medical care or advice; and
- Self-quarantine for a time frame recommended by a healthcare provider.

If an employee qualifies as a Suspected/Confirmed Case, then Tuscola County Health Department will make recommendations on what steps the employee needs to take.

Additional information can be obtained by calling the Tuscola County Health Department by calling 888-535-6136 or the Covenant COVID-19 hotline by calling 989-553-3135.

If Tuscola County isolates any employees with known or suspected COVID-19 from the remainder of the workforce, using measures such as, but are not limited to:

In order to keep Tuscola County Government operational, employees that are suspected or confirmed cases may be isolated from the workforce using the following measures, but are not limited to:

- Not allowing known or suspected cases to report to or remain at their work location.
- Sending known or suspected cases to a location (for example, home) where they are self-isolating during their illness but may continue to work remotely.
- Assigning known or suspected cases to work alone at the location where they are self-isolating during their illness.

Tuscola County will not discharge, discipline, or otherwise retaliate against employees who stay at home or who leave work when they are at particular risk of infecting others with COVID-19.

Should Tuscola County learn of an employee, visitor, or customer with a known case of COVID-19, elected official or department head and/or health department shall, within 24 hours, notify any co-workers, contractors, or suppliers who may have come into contact with the person with a known case of COVID19.

Tuscola County will allow employees with a confirmed or suspected case of COVID-19 to return to the workplace only after they are no longer infectious according to the latest guidelines from the CDC.

Training

Tuscola County will train workers on, at a minimum:

- Workplace infection-control practices, including information available on vaccinations for COVID-19
- The proper use of personal protective equipment.
- Steps the employee must take to notify the business or operation of any symptoms of COVID-19 or a suspected or confirmed diagnosis of COVID-19.
- How to report unsafe working conditions.

Tuscola County shall create a record of the training. Records should include the name of the employee(s) trained and the date of the training.

Recordkeeping

Tuscola County will maintain records of the following requirements:

- Training. The employer shall maintain a record of all COVID-19 employee training.
- Screening protocols. The employer shall maintain a record of screening for each employee or contractor entering the workplace.
- Records sufficient to verify vaccination status of employees asserting such.
- When an employee is identified with a confirmed case of COVID-19, record any co-workers, contractors, or suppliers who may have come into contact with the person who was the confirmed case of COVID-19.

Tuscola County will ensure that the records are kept for a minimum of six months from the date of generation.

2021 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2021)
 MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County(ies) Where the Local Government Unit Levies Taxes	Tuscola County	
Local Government Unit Requesting Millage Levy	2021 Taxable Value (All) 2,042,915,934 2021 Taxable Value minus RenZones 2,035,743,482	
	For LOCAL School Districts: 2021 Taxable Value excluding Periodic Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119.
 The following tax rates have been authorized for levy on the 2021 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc	2020 Millage Rate Permanently Reduced by MCL 211.34d	2021 Current Year Millage Reduction Fraction	2021 Millage Rate Permanently Reduced by MCL 211.34d	2021 Sec 211.34 Rollback Fraction	2021 Maximum Allowable Millage Levy*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec 1	Expiration Date of Millage Authorized
Allloc	Operating	Nov-64	4.2000	3.9141	1.0000	3.9141	1.0000	3.9141	3.9141		frozen
Sp Voted	Bridges/Streets	Aug-16	0.4807	0.4807	1.0000	0.4807	1.0000	0.4807		0.4807	Dec-23
Sp Voted	Senior Citizens	Aug-17	0.3200	0.3200	1.0000	0.3200	1.0000	0.3200		0.3200	Dec-24
Sp Voted	Medical Care	Aug-18	0.2500	0.2500	1.0000	0.2500	1.0000	0.2500		0.2500	Dec-28
Sp Voted	Road Patrol	Aug-17	1.3300	1.3300	1.0000	1.3300	1.0000	1.3300		1.3300	Dec-24
Sp Voted	Roads/Streets	Aug-16	0.9657	0.9657	1.0000	0.9657	1.0000	0.9657		0.9657	Dec-23
Sp Voted	Mosquito	Aug-20	0.6316	0.6316	1.0000	0.6316	1.0000	0.6316		0.6316	Dec-25
Sp Voted	Recycling	Aug-16	0.1500	0.1500	1.0000	0.1500	1.0000	0.1500		0.1500	Dec-24
Sp Voted	Veterans	Nov-20	0.1700	0.1700	1.0000	0.1700	1.0000	0.1700		0.1700	Dec-26
Sp Voted	MSU Extension	Mar-16	0.1000	0.1000	1.0000	0.1000	1.0000	0.1000		0.1000	Dec-21

Prepared by: Angie Daniels Title: Equalization Director Date: 04.26.21

Certification: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e and 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage 380.1211(3)

Clerk Signature: _____ Date: _____
 Secretary Signature: _____ Date: _____
 Chairperson Signature: _____ Date: _____
 President Signature: _____ Date: _____

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

IMPORTANT: See instructions on the reverse side regarding where to find the millage rate used in column (5).

**COUNTY OF TUSCOLA
STORAGE LEASE
FOR 362 NORTH STATE STREET, CARO, MI**

This lease is made as of the ___ day of _____, 2021, by DOST PROPERTY, LLC, a Michigan limited liability company, of 205 West Sherman Street, Caro, Michigan 48723 (“Landlord”), and COUNTY OF TUSCOLA, a Michigan Public Body Corporate, of 125 West Lincoln Street, Suite 50, Caro, Michigan 48723 (“Tenant”), upon the following terms and conditions.

1. **Description of the Premises.** Landlord leases to Tenant and Tenant leases from Landlord that area consisting of approximately 8,500 square feet in the basement of the property commonly known as 362 North State Street (“Basement Segment of Building”), Caro, Michigan, (“Premises”), which shall include the following Tenant Improvements:

a. **Tenant’s Improvements.** In reliance upon Tenant’s agreements hereunder, and notwithstanding the above, Landlord shall provide turnkey improvements, to create storage space secured from access by others and isolated from the remainder of the building including any necessary space planning, as well as the following list of discussed improvements (the “Landlord’s Work”):

- Waterless fire protection**
- Humidity control system (de-humidifier)
- Handicap accessibility
- Security and fire alarm system
- All fixed shelving per Tenant’s specifications

** Landlord agrees to provide waterless fire protection so long as the Tenant provides the fire suppression tanks from the Tenant’s current storage facility, and transports them to the Premises.

b. Upon substantial completion of the above Tenant’s Improvements, Tenant shall be allowed access to the Premises to install trade fixtures not provided by Landlord, data and phone systems, and ancillary cabling of same, provided the Tenant does not interfere with the Landlord or Landlords contractors. This shall in no way be construed as occupancy for the purposes of commencing rent. Landlord requests any cabling be coordinated during construction as to most conveniently locate electrical for associated equipment and to ensure an efficient and consistent quality of construction.

2. **Common Access.** Landlord shall make available to Tenant, access to the Premises through the non-Premises part of the building (“Common Access”). The Common Access shall be under the exclusive control and management of Landlord, but Tenant has the right to use the Common Access for ingress and

egress purposes at all times during this Lease. However, no parking spaces/area is provided herein as the Premises lies adjacent to municipal parking.

3. **Term.** This lease shall be for the term of ten (10) years commencing the first day of the month following the completion of Landlord's Work in the year 2021 (as set forth in Section 1.a.) ("Commencement Date") and ending on midnight of the day prior to the anniversary date of the Commencement Date in the year 2031. The Lease term shall automatically renew for additional terms of one (1) year each, each commencing on the calendar date immediately following the last day of the prior term ("Renewal Commencement Date") and terminating one day prior to the anniversary of the then current Renewal Commencement Date, unless Tenant provides Landlord with written notice within ninety (90) days prior to the end of the then current term of Tenant's intent to terminate the Lease and all unexercised renewals. All renewal terms shall be upon the same terms and conditions herein, and rent shall be adjusted as set forth in Section 4. The word "term" as used in this Lease shall include any renewal term.
4. **Rental.** Tenant shall pay to Landlord, on the first day of each month, commencing on the Commencement Date, monthly rent in the amount of \$3,720.00. If Tenant fails to pay any amount it owes Landlord under this lease before the 10th day of the month in which it is due, Tenant shall be assessed a one-time late charge of \$50.00 and shall be subject to a service charge until it is paid at the lesser of the rate of 2 percent per month or the highest rate permitted by law.

Rent for each renewal term shall increase by the CPI Increase for each renewal term. The term "CPI Increase" shall mean a fraction, the numerator which is the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI. The "Current CPI" is the CPI for the calendar month that is three months prior to the first calendar month of the renewal term for which the rent increase is being calculated and the "Prior CPI" is the CPI for the calendar month that is three months prior to the first calendar month of the initial term or renewal term that immediately precedes the renewal term for which the annual rent increase is being calculated. The term "CPI" shall mean the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, All Items (1982-84 = 100), or any successor index thereof, appropriated adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or non-partisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

5. **Use.** Tenant shall use and occupy the Premises as a storage facility only and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency.

Tenant shall not deface or injure the Premises, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the building, or permit any activity in the Premises that will result in an increase of any insurance premium on the Premises.

6. **Taxes.** Landlord shall be responsible for all real estate taxes and special assessments levied against the land and improvements on the property in which the Premises are situated. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.
7. **Maintenance and Repair.** Landlord shall be responsible for maintenance and repair of the exterior of the Premises and grounds, including window replacement. However, if the necessity for any repairs is caused by the negligence or willful act or omission of Tenant, its agents, employees, invitees or licensees, then Tenant shall be responsible for the cost of such repairs. Tenant shall be responsible for all repairs and maintenance to the inside of the premises, that are non-structural in nature, and Landlord shall be responsible for any other repairs and maintenance to the interior. Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for any decorating it desires during the term of this Lease, including painting and carpet replacement whether such replacement or redecoration is due to the wishes of Tenant or due to ordinary wear and tear. The Premises shall be kept in good and safe condition by the Tenant, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Landlord shall be responsible for all maintenance and repairs of heating, ventilation and air conditioning, plumbing and electrical systems, fire suppression and handicap accessibility. Tenant shall be responsible for maintaining any systems and equipment Tenant installs on the Premises.
8. **Assignment and Subletting.** Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this lease or sublet the Premises or any portion of the Premises without Landlord's prior written consent. In the event of any assignment or sublease, Tenant shall remain fully liable on this lease. Landlord's right to assign this lease is unqualified. Upon any sale of the Premises in which the purchaser assumes all obligations under this lease, Landlord shall be entirely free of all obligations of the landlord under this lease and shall not be subject to any liability resulting from any act, omission, or event occurring after the conveyance. Tenant agrees to recognize and attorn to any such transferee, and Tenant further agrees, at Landlord's request, to sign and deliver a recordable document setting forth the provisions of this paragraph.
9. **Utilities.** Tenant shall pay the cost of any and all utilities upon the Premises, including without limitation security and fire alarm monitoring, electricity, natural gas, water, and sewer. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or

improvements, or any other causes beyond the reasonable control of Landlord. Tenant shall pay the cost of any telephone, cable, internet, trash disposal, and like services, provided to the Premises.

10. **Insurance.** Landlord shall insure the Premises, including the Premises and the common areas, against loss or damage under a policy of fire or extended coverage insurance in percentage amounts that Landlord deems appropriate. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, naming Landlord as additional insured, with liability coverage of not less than \$500,000 for injury or death to any one person, \$1,000,000 for injury or death to more than one person, and \$300,000 for damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy. Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents or employees with respect to losses payable under the policy. Any personal property kept on the premises by Tenant shall be kept there at Tenant's sole risk.

11. **Damage or Destruction.** If, during the term of this lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the Premises shall be repaired as speedily as possible at Landlord's expense unless this lease is terminated as provided below. If, during the term of this lease, the Premises is partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises to its prior condition equals or exceeds 50 percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Landlord, either Landlord or Tenant shall have the right to terminate this lease by giving the other written notice of its election to do so within 90 days after the date on which the damage occurs. Upon the giving of this notice, the lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted to that date. If the notice by Landlord or Tenant is not given, this lease shall continue and Landlord shall cause the Premises to be repaired or restored with due diligence.

12. **Condemnation.** If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of, such a taking, then the term of this lease shall cease on that part of the Premises to be taken from the day the possession of that part shall be acquired by public authority, and the rent shall be paid up to that date. If the taking of a portion the Premises substantially impairs the usefulness of the Premises for the purpose for which the premises were leased, Tenant shall have the right either to terminate this lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this

lease, except that the rent shall be reduced in proportion to the amount of the Premises taken and, in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord, whether the damages are awarded as compensation for diminution of value of the leasehold or to the fee of the premises. However, Landlord shall not be entitled to any award made to Tenant, such as for costs of removing fixtures or for business interruption.

13. **Alterations.** With the sole exception of securing removable walls to the floor of the Premises, no improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without the prior written consent of Landlord. Tenant shall, at its own expense, install any curtains, blinds, shades, and screens it desires on the windows in the Premises. Tenant shall not paint or decorate any part of the interior or exterior of the Premises without the express written consent of Landlord. Also, Tenant shall not attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of the Premises or any window or door of the Premises without Landlord's prior written consent. All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with, the Premises at the termination of the lease. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

14. **Remedies and Default.** If Tenant does any of the following:

- (a) defaults in paying any sums to Landlord when due (which is the 1st of the month and not the 10-day period to assess late fee), including rent and additional rent, and does not cure the default within 10 days after receipt of written notice from Landlord;
- (b) defaults in performing any other covenant or condition of the lease and does not cure the other default within 30 days after written notice from Landlord specifying the default; or
- (c) is adjudicated a bankrupt or makes any assignment for the benefit of creditors;

then Landlord may:

- (1) accelerate the full balance of the rent payable for the remainder of the term and sue for sums due, and/or
- (2) terminate this lease, and/or
- (3) without terminating this lease, reenter the Premises and dispossess Tenant or any other occupant of the Premises, remove Tenant's effects, and relet the Premises for the account of Tenant for rent upon terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs and expense of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due under the lease

during the remainder of the term, and Tenant shall remain liable to Landlord for the balance owed;
(4) effect any and all other remedies provided by law.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this lease, or because of the breach of any other covenant to be performed by Tenant, and a breach is established, then Tenant shall pay to Landlord all expenses incurred in the action, including reasonable attorney fees, resulting from said breach, and shall be enforceable whether or not the action is prosecuted to judgment. Notwithstanding any termination of the Lease by Landlord or reentry by Landlord without a termination, Tenant shall continue to be liable to Landlord for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

15. **Access to Premises.** Landlord shall have the right, with advance notice to Tenant and with Tenant's consent which shall not be unreasonably withheld, and in strict compliance with Tenant's security and confidentiality requirements, to enter the premises at all reasonable hours, provided that the entry does not interfere with the operation and conduct of Tenant's use. However, in the event of an emergency, Landlord has the right to immediately access the Premises. Tenant shall permit Tenant at any time within 90 days before the expiration of the Lease to place on the Premises standard "for lease" signs. Landlord shall have the right to access the Premises to install, maintain, repair, and replace pipes, ducts, conduits, and wires serving the building in a manner that will not materially interfere with Tenant's use of the Premises.
16. **Waiver/Amendment.** Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this lease. This lease may not be changed, modified, or discharged orally, but may be amended by a mutually executed Agreement.
17. **Notices.** All notices required under this lease shall be in writing and shall be deemed to be given if either delivered personally or mailed by certified or registered mail or sent by a next business day delivery services (such as FedEx) to Landlord or to Tenant at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.
18. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess, and enjoy the Premises for the full term of this lease.

19. **Subordination to Mortgage.** Any mortgage now or later placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this lease. Tenant subordinates all of its interest in the leasehold estate created by this lease to the lien of any mortgage of Landlord. Tenant shall, at Landlord's request, sign any additional documents necessary to indicate this subordination. Notwithstanding the foregoing, Tenant's possession of the Premises under this lease shall not be disturbed by any mortgagee or holder of a note secured by a mortgage now existing or later placed on the Premises, unless Tenant breaches any of the provisions of this lease and the lease term of Tenant's right to possession is lawfully terminated in accordance with the provisions of this lease.
20. **Security Deposit.** Tenant shall pay a security deposit in the amount of \$5,580.00 upon the execution of this lease. The deposit shall be held by Landlord, without liability for interest, as security for Tenant's faithful performance of all the terms, covenants, and conditions of this lease to be kept and performed by Tenant during the term of this lease. If Tenant fails to keep and perform any of its covenants of this lease, then Landlord, at its option, may appropriate and apply the entire deposit, or as much as may be necessary, to compensate Landlord for losses or damages it sustains due to Tenant's breach. If the entire deposit, or any portion, is appropriated and applied by Landlord to pay overdue rent or other sums due and payable to Landlord by Tenant under this lease, then Tenant shall, upon the written demand of Landlord, immediately remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant's failure to do so within 5 days after receipt of the demand shall constitute a breach of this lease. Landlord may commingle the security deposit with any other funds of Landlord and shall not pay any interest on the deposit held.
21. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or termination of the lease and without signing a new lease, it shall be deemed to be occupying the Premises as a tenant from month to month at the minimum rent (as adjusted in this lease) x 125%, subject to all the conditions, provisions, and obligations of this lease insofar as it can be applicable to a month-to-month tenancy, cancelable by either party upon 30 days written notice to the other.
22. **Recording.** Tenant shall not record this lease without the written consent of Landlord; however, upon the request of either party, the other party shall join in signing a memorandum or so-called "short form" of this lease for the purpose of recordation. The memorandum or short form of this lease shall describe the parties, the premises, the term of this lease and the right of first refusal by reference.
23. **Captions and Headings.** The captions and heading used in this lease are intended only for convenience and are not to be used in construing this lease.

24. **Applicable Law.** This lease shall be construed under the laws of the state of Michigan. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.
25. **Successors.** This lease and its covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns and shall be binding on Tenant, its successors and permitted assigns of Tenant.
26. **No Partnership.** Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
27. **Recovery by Tenant.** Tenant agrees to look solely to the interest of Landlord in the land and improvements on which the Premises are situated to satisfy any judgment against Landlord as a result of any breach by Landlord of its obligations under this lease.
28. **Estoppel Agreement.** At the request of Landlord, Tenant shall, within 10 days deliver to Landlord, or anyone designated by Landlord, a certificate stating the commencement date and the term and certifying, as of that date to which rent, additional rent, and other charges under this lease are paid, that this lease is unmodified and in full force, and that Landlord is not in default under any provision of this lease or, if the lease is modified or if Landlord is in default, stating the modification or the nature of the default and the amount of any claims.
29. **Right of First Refusal in the Event of Sale.** In the event that Landlord should receive a bona fide written offer to purchase the property ("Offer") commonly known as 362 N. State Street, Caro, Michigan (the "Property"), for which Landlord, at its sole discretion, wishes to accept, and so long as Tenant is not in default under the terms and conditions herein, Tenant is hereby granted the exclusive right to purchase the Property under the same terms and conditions of the Offer. In such event that Landlord should receive an Offer, Landlord shall present the Offer to the Tenant in writing, and Tenant shall have a period of thirty (30) days to provide Landlord with written notice of its election to purchase the Property under the same terms and conditions of the Offer within thirty (30) days of the closing date as specified in the Offer. If Tenant should fail to respond, Landlord may transfer the Property in accordance with the Offer, in Landlord's sole discretion. This Right of Refusal may be memorialized in a separate document and recorded at either parties' election.
30. **Additional Provisions.**
- A. **Signs.** Except as set forth in this lease, Landlord reserves the exclusive right to the exterior of the Premises, and Tenant shall not construct, place, or paint any sign or awning or other improvement

or apparatus on the exterior of the building without the prior written consent of Landlord, which will not be unreasonably withheld. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the building as a whole.

- B. **Acceptance of Occupancy.** Tenant shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Tenant has inspected the Premises and common areas, and subject to the satisfactory completion of the Landlord's Work finds them in good order and repair, acceptable for Tenant's intended use of the Premises, and accepts the Premises and common areas as is.
- C. **Vacation of Premises.** Tenant shall not vacate or abandon the Premises at any time during the term of this Lease, and if Tenant abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Tenant left on the Premises shall be deemed abandoned, at the option of Landlord. Landlord may also take possession of any personal property left by Tenant on the Premises and charge Tenant a monthly fee for the storage of that personal property. Any fee charged by Landlord for this purpose shall be deemed to be additional rent under this Lease and payable immediately.
- D. **Surrender of Premises.** Tenant shall surrender the Premises to Landlord at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.
- E. **Tenant's Liability.** All Tenant's personal property, including trade fixtures, on the Premises shall be kept at Tenant's sole risk. Landlord shall not be responsible or liable to Tenant for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Tenant or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the negligence or recklessness of Landlord. The provisions of this section shall not be interpreted to prevent Tenant from recovering any losses under the coverage provided by Landlord's fire and extended coverage insurance policy, if any losses of Tenant are covered by that policy.

F. **Time of the Essence.** Time shall be deemed to be of the essence in the performance of this Lease.

WITNESSES:

WITNESSES:

LANDLORD:

DOST PROPERTY, LLC, A
Michigan limited liability company

By: _____

MARK RANSFORD

Its: Authorized Member

TENANT:

COUNTY OF TUSCOLA, a
Michigan Public Body Corporate

By: _____

Its: