



TUSCOLA COUNTY

Committee of the Whole

MEETING AGENDA

Monday, February 7, 2022 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln
St., Caro, MI 48723

Public may participate in the meeting electronically:
Join by phone: (US) +1 929-276-1248 PIN:112 203 398#
Join by Hangouts Meeting ID: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Bardwell
Roll Call - Clerk Fetting

Page

County Updates

New Business

1. Tuscola County Planning Committee 2021 Annual Report - Heidi Stark
[2022 TCPC Annual Report](#) 4 - 11
2. Use of Courthouse Lawn/Steps for Child Abuse Prevention
[April-Child Abuse prevention month](#) 12
3. Courthouse Security X-Ray Equipment Maintenance Agreement
[Annual Equipment Maintenance Contract Proposal](#) 13 - 17

Old Business

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner DuRussel

Primary Finance/Technology

On-Going and Other Finance

1. Preparation of Multi-Year Financial Planning
2. Cooperative Reimbursement Programs Summary from Prosecutor and Friend of the Court

On-Going and Other Technology

1. GIS Update
2. Increasing On-Line Services/Updating Web Page

Building and Grounds

Committee Leader **Commissioner DuRussel** and Commissioner Grimshaw

Primary Building and Grounds

1. IT Department Space Needs - Updates from Site Visits
2. Parking Lot Repair and Sealing Bids

On-Going and Other Building and Grounds

1. State Police Water and Annexation
2. Adult Probation Fence

Personnel

Committee Leader **Commissioner Grimshaw** and Commissioner Vaughan

Primary Personnel

On-Going and Other Personnel

1. Workman's Compensation
2. Michigan Association of Counties (MAC) 7th District Meeting
3. Safety Committees - Watch for Grant Opportunities
4. OSHA/MIOSHA Potential Emergency Temporary Standard (ETS)
5. Retirement Plans and Municipal Employees Retirement System (MERS) Representative Updates

Other Business as Necessary

On-Going Other Business as Necessary

1. Animal Control Ordinance
2. Guidehouse Activity for Non-Entitlement Units of Local Government (NEU's) Outreach
3. American Rescue Plan Act (ARPA) Funds - Updates on Projects and Reporting
4. County Wide upcoming Millage renewals:

Michigan State University Extension
Primary Roads and Street Improvement
Bridge and Street Improvement

Public Comment Period

Adjournment

Tuscola County Planning Commission Annual Report 2021

Contents

1.0 INTRODUCTION.....	2
2.0 MEMBERSHIP	2
3.0 MEETINGS	2
3.1 ATTENDANCE	3
4.0 PLANNING COMMISSION RESPONSIBILITIES	3
5.0 PLANNING COMMISSION ACTIVITY IN 2021	4
5.1 Master Plan Reviews.....	4
5.2 Zoning Amendments and revisions.....	4
5.3 Review of Township Ordinances.....	4
5.4 Review of Local Development Plans.	4
5.5 Farmland Agreement Applications (PA 116).....	5
5.6 FOIA requests.....	5
5.7 Topics Reviewed and Discussed.....	5
5.8 County Master Plan.....	6
6.0 ZONING PERMIT AND VIOLATION ACTIVITY IN 2021.....	6
7.0 ZONING BOARD OF APPEALS ACTIVITY IN 2021	6
7.1 Airport Zoning Board of Appeals.....	6
8.0 TRAINING AND LOCAL OUTREACH.....	7
9.0 PLANNING COMMISSION GOALS	7

1.0 INTRODUCTION

The Tuscola County Planning Commission functions under and has their powers and duties set forth by both the Michigan Planning Enabling Act (PA 33 of 2008) and the Michigan Zoning Enabling Act (PA 110 of 2006). The Michigan Planning Enabling Act (MPEA) provides for the creation, organization, powers and duties of Planning Commissions. The Michigan Zoning Enabling Act (MZEA) provides for the adoption of zoning ordinances and the establishment of zoning districts and prescribes powers and duties of certain officials including the Planning Commission.

Section 19 of the MPEA (MCL 125.3819) requires the Tuscola County Planning Commission to make an annual written report to the County Board of Commissioners. This report is to provide the Board with a summary and status of planning activities over the past year.

2.0 MEMBERSHIP

The MPEA states that the membership of the Planning Commission shall be representative of important segments of the community, such as the economic, governmental, educational, and social development of the local unit of government, in accordance with the major interests as they exist in the local unit of government, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire geography of the local unit of government to the extent practicable.

In 2021, the Planning Commission's membership consisted of:

- Rick Boylan
- Cynthia Kapa*
- Lonnie Kester, Chair
- Robert McKay
- Albert Pearsall, Vice Chair
- Heidi Stark**
- Ann Westover, Secretary*

*member has Citizen Planner Certification through MSO Extension.

**member has completed Master Citizen Planner requirements through MSU Extension.

The Board of Commissioner's Liaison was Kim Vaughn.

3.0 MEETINGS

At the January 5, 2021 meeting the Planning Commission set their 2022 meetings for the first Wednesday of each month at 5:00 p.m. Meetings are to be held at the Purdy Building.

In 2021, the Commission met monthly. Due to the established COVID protocols and guidance, the planning commission met virtually from January thru May. The commission resumed in-person meetings in June. No special meetings or closed sessions were held. All meetings were held in compliance with the Open Meetings Act (PA 267 of 1976).

3.1 ATTENDANCE

The Planning Commission held twelve (12) regular meetings in 2021. Member attendance is indicated with an X. Excused attendance is marked with an E.

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Rick Boylan	X	X	X	X	X	X	X	E	X	E	X	X
Cynthia Kapa	X	X	X	X	X	X	X	X	X	E	X	X
Lonnie Kester	X	X	X	X	X	X	X	E	X	X	X	E
Robert McKay	X	X	X	X	X	X	X		X		X	X
Albert Pearsall	X	X	X	X	X	X	X	X	X	X	X	X
Heidi Stark	X	X	X	X	X	X	X	X	X	X	E	X
Ann Westover	X	E	X	X	X	E	X	X	X	X	X	X

The August meeting was cancelled for lack of quorum.

4.0 PLANNING COMMISSION RESPONSIBILITIES

The Planning Commission has a broad range of responsibilities and duties. While many duties are statutory, the scope of certain roles are directed, defined and approved by the Board of Commissioners. The Planning Commission’s basic duties and responsibilities as defined by the MZEA and the MPEA include the following:

- Review and make recommendations, as required by the MZEA, on zoning amendments for any township in the County that has their own zoning ordinance
- Review and comment on any proposed master plans or master plan amendments for any community within or adjacent to Tuscola County as required by the MPEA
- Reviews applications into the Farmland and Open Space Preservation Program (PA 116)
- Serves as the coordinating agency for all planning in the county
- Cooperates with neighboring and area local governments, state and federal governments and other agencies of Tuscola County government
- Oversees, creates, modifies and maintains the Tuscola County Master Plan. Part of this work includes promoting public interest and understanding of the master plan and the master plan process. The Planning Commission also makes ordinance proposals, plan amendments and sub plans as required by the Board of Commissioners in accordance with the MZEA, Tuscola County Zoning Ordinance and the Tuscola County Master Plan.

- Creates studies of existing and future conditions, surveys, and probable growth. These studies should include economic development, social development, physical development and environmental concerns.
- Recommends Capital Improvement Program (CIP) elements for capital expenditures of the government. (and creates the CIP if not assigned to another agency)
- Conducts infrastructure reviews of proposed physical improvements in the government
- Prepares an annual report and submits a yearly budget and an annual work program.
- Keep public records of its meetings and other documents, all complying with the Freedom of Information Act

5.0 PLANNING COMMISSION ACTIVITY IN 2021

5.1 Master Plan Reviews

- Koylton Townships Master Plan 2021-2026
- Village of Mayville Master Plan 2021-2026

5.2 Zoning Amendments and revisions

- Arbelia Township Zoning Ordinance Amendment
- Juniata Township Zoning Ordinance Revision
- Village of Mayville Zoning Ordinance
- Wells Township Zoning Amendment
- Juniata Township Rural Zoning Ordinance

5.3 Review of Township Ordinances

- Columbia Township Ordinance revision – Medical Marijuana
- Tuscola Township Ordinance revision
- Arbelia Zoning Ordinance 1 (Storage sheds)
- Arbelia Zoning Ordinance 2 (Assessor buildings)
- Elkland Township Solar Ordinance

5.4 Review of Local Development Plans.

- Denmark Parks and Recreation Plan
- Gilford Parks and Recreation Plan
- Tuscola Township – Blasius Inc. Telecommunication Tower and Outbuilding.
- Village of Millington Capital Improvement Plan
- Village of Reese Parks and Recreation Plan

5.5 Farmland Agreement Applications (PA 116)

In 2021, the Commission reviewed and commented on a total of 32 farmland agreement application packages in 13 different townships. The applications represented a total of more than 1690 acres applying to enter the Farmland and Open Space Preservation Program.

Township	Number	Acres
Almer	10	543.95
Akron	1	60.00
Arbela	2	107.31
Columbia	1	43.00
Denmark	2	155.20
Elmwood	1	29.00
Fairgrove	1	64.64
Juniata	1	73.00
Kingston	5	191.03
Koylton	3	85.00
Millington	2	134.55
Novesta	1	106.55
Tuscola	2	97.29

5.6 FOIA requests

The Planning Commission received three FOIA requests in 2021.

5.7 Topics Reviewed and Discussed

The following topics were discussed in the context of having potential large and long lasting impact on the future of Tuscola County.

- Improperly assessed buildings - grow centers assessed as single family homes
- Residential property being used commercially
- Tuscola County Airport Zoning (Presentation available and made to Indianfields Planning Commission)
- Agritourism (White paper available)
- Grand funds available - state and local parks
- Spot zoning elements, use and impacts
- Solar field zoning practices

- Discussion of various zoning topics including building near gas lines, air BnBs and marijuana businesses, Chambers Rd. land acquisition

5.8 County Master Plan

The Tuscola County Master Plan was last updated in 2013. The Planning Commission began work on the Master Plan in late 2021. All updates are expecting to be completed for Board of Commissioner review in 2022.

5.9 County Ordinances

Tuscola County currently has eight (8) ordinances.

- Airport Zoning Ordinance 2010*
- County Animal Control Ordinance 2003
- County Property Smoking Ordinance of Tuscola County 2006
- Farmland and Open Space Preservation Ordinance 2008*
- Hazardous Materials Incident Cost Recovery Ordinance 1995
- Off Road Vehicle Ordinance 2012
- Ordinance Governing Activities at All Tuscola County Parks and Recreational Areas 2015
- Public Well Water Testing Ordinance of Tuscola County 2003

*Planning and zoning ordinance.

6.0 ZONING PERMIT AND VIOLATION ACTIVITY IN 2021

South Central Michigan Construction Code Inspection, Inc. (SCMCCI) was responsible for building permits at the county level until September 2021. SAFEBuilt became responsible for building permits on October 1, 2021.

Tuscola Airport Zoning Administrative Agency is the alternative organization responsible for administering the Tuscola County Airport Ordinance. Municipalities that have all or part of the Airport Hazard Area within their boundaries may choose to administer the ordinance by adopting the County Airport Ordinance as written.

7.0 ZONING BOARD OF APPEALS ACTIVITY IN 2021

7.1 Airport Zoning Board of Appeals

The Airport Zoning Board of Appeals (AZBA) has the powers defined in the Tuscola County Airport Zoning Ordinance, Ordinance number 2010-01. They have the power to issue certificates of variance under the provisions of ordinance 2010-01 and to otherwise decide appeals from any order, requirements, rule, regulation, decision or determination made by the Airport Zoning Administrative Agency/Airport Zoning Administrator.

The 2021 AZBA members were:

- Keith Kosik, Chairman
- Tim Kenney, Vice Chairman
- Bill Campbell, Secretary*
- Don Clinesmith
- Paul Hoose

*Secretary duties are performed by Jodi Fetting, Tuscola County Clerk.

The AZBA met once in 2021 for the required organizational meeting. All members were present. The AZBA reelected their board of officers.

8.0 TRAINING AND LOCAL OUTREACH

- The Planning Commission published a June newsletter for distribution to township governments.
- The Village of Mayville requested assistance in the revision of its zoning ordinances.
- Information request on zoning for local solar farms
- An airport zoning presentation was made to Indianfields Township's Planning Commission to assist their work to update their master plan.

9.0 PLANNING COMMISSION GOALS

9.1 2021 Goal Accomplishment

- Have two-three members complete Citizen Planner Training – NOT MET – One member completed.
- Replace the lost expertise on the planning commission by encouraging completion of the master planner course – MET – One member has completed requirements.
- Promote County wide Planning Commission learning by publishing and distributing two newsletters to governmental bodies that have a planning function – NOT MET - One newsletter sent
- Create two white information papers on various county entities, projects and topics – MET - One white paper and one presentation created
- Create a work plan around the duties outlined by the MZEA and MPEA - MET
- Begin review of the master plan - MET
- Provide timely and constructive reviews of submitted plans, ordinances, and PA 116 packages - NOT MET - Coordination issue exceeded the timeline on one plan due to meeting cancellation due to lack of quorum. Issue addressed.

9.2 2022 Planning Commission goals.

- Complete Master Plan
- Promote County-wide Planning Commission learning by publishing and distributing a newsletter to governmental bodies that have a planning function
- Respond to information requests in a timely fashion
- Provide timely and constructive reviews of submitted plans, ordinances, and PA 116 packages
- Continue growth of Planning Commission knowledge by attending education courses as required. These include Citizen Planner, planning and zoning course, and other courses related to the function and knowledge needs of the Planning Commission.
- Create “white” information papers on various county entities, projects and topics as requested and needed



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] April-Child Abuse prevention month

Rachael Koepf <tuscolahscc@gmail.com>

Tue, Jan 25, 2022 at 11:49 AM

To: Zclay@tuscolacounty.org

Good Afternoon-

Sheriff Skrent shared your email contact with me. My name is Rachael Koepf and I serve in a few roles here in Tuscola County.

I am contacting you today as the chair person for the Tuscola County child abuse and neglect Prevention Council. In April, we along with other counties in the state, recognize child abuse prevention month. We would like to request to use the courthouse lawn that month to display silhouettes with child abuse prevention messages and blue ribbons tied on them and create a small pinwheel area to represent the number of children abused. Judge Thane has graciously accepted our invitation to speak at a kick off event in April. This campaign will include signage, newsletter, articles, and social media posts on important prevention information.

We would like to decorate the front of the courthouse on Friday, April 1 and hold an short, kickoff event on the steps Monday, April 4th noon-1pm. Please let me know the best way to move forward on this request.

Thank you so much.

Take Care-

Rachael Koepf
Community Collaborator
Human Service
Coordinating Council
(989)673-2144 x30325
(989)912-9806 cell



January 31, 2022

Tuscola County Courthouse
Attn: Deputy Steven Anderson
420 Court Street Suite 1
Caro, MI 48723
Phone: 989-673-5181
Email: Sanderson@tuscolacounty.org

Re: Select Schedule Annual Maintenance Contract Proposal No. S-2022-03-25

Dear Mr. Anderson,

Leidos Security Detection & Automation, Inc., is pleased to provide the attached proposal for equipment maintenance on your x-ray systems with a period of coverage of March 25, 2022 Thru March 24, 2023. We value your business and look forward to receiving your acceptance documentation soon.

Please review the attached proposal and verify the following information:

- Billing address for your invoice
- Delivery address
- Method of payment
- Model description, serial number, and location of system

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agree to enter into a maintenance contract with Leidos Security Detection & Automation, Inc., and this document will serve as a purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records.

If you have any questions please feel free to contact me directly at your convenience. Should any repairs or adjustments be required to your equipment in between the regular scheduled preventative maintenance visits please contact our 24x7 Service Center directly at 1-800-776-3031.

Sincerely,

A handwritten signature in blue ink that reads "Lillian Castro-Pena".

Lillian Castro-Pena
Contracts Department
Leidos Security Detection & Automation, Inc.
Lillian.CastroPena@Leidos.com
Phone: 781-970-1606
Cell: 781-779-7962

**BILLING ADDRESS:**

Tuscola County Courthouse
420 Court Street Suite 1
Caro, MI 48723

DELIVERY ADDRESS:

Tuscola County Courthouse
440 N. State Street
Caro, MI 48723

PROPOSAL NO: S-03-25-2022

DATE OF PROPOSAL: 01/31/2022

PROPOSAL VALID FOR: 60 DAYS

ATTACHMENTS: 8100-11901-00 and
100-11902-00

SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL

SCHEDULE OF SERVICES PROVIDED UNDER THIS CONTRACT:

- All necessary repair parts and freight related expenses.
- Regular (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance.
- Regular (Monday-Friday, 8:00am-5:00pm) travel time to and from the equipment site.
- Lodging, Airfare and Per Diem expenses as required per scope of repairs.
- One annual preventative maintenance inspection per x-ray system *
- One annual radiation safety survey and preparation of performance report per x-ray system *
- Additional services are available upon request at Seller's prevailing time and materials rates.

* **Note:** Metal Detectors do not receive preventative maintenance or radiation survey services.

COVERAGE PERIOD: March 25, 2022 thru March 24, 2023

PAYMENT TERMS: Annual billing, in Advance, payment net 30 days after delivery of Seller invoice

ACCEPTED FORMS OF PAYMENT: Business check, Wire Transfer, Credit Card

CONTRACT TERMS AND CONDITIONS AND STATEMENT OF WORK: The terms and conditions and statement of work governing this contract are detailed on attached documents 8100-11901-00 and 8100-11902-00 herein. These seller terms and conditions shall take precedence over any and all others incorporated by the Buyer.

EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT: SEE PAGE NO. THREE (3) FOR DETAILS.

Item	Model Number	Serial Number	Unit Price	Shipping Location
1	PX5.3	PX530152	\$6,100	440 N. State Street Caro, MI 48723

TOTAL ANNUAL PRICE: \$6,100 plus tax if applicable - See document no. 8100-11901-00, clause no. ten (10) for details.

Please reference proposal no. S-2022-03-25, unit serial number(s) and period of performance on your purchase order.

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agree to enter into a maintenance contract with Leidos Security Detection & Automation, Inc. This document will serve as a purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records.

Contact Lillian C. Pena concerning order placement via Phone: 781-970-1606 -or- e-mail Lillian.Castro-Pena@Leidos.com

BUYER PURCHASE ORDER NUMBER: _____ **CONTRACT ID:** _____

AUTHORIZED SIGNATURE REQUIRED:

TUSCOLA COUNTY COURTHOUSE:

Name: _____

Title: _____

Signature: _____

Date: _____

LEIDOS SECURITY DETECTION & AUTOMATION, INC.:

Name: Lillian Castro-Pena

Title: Contracts Administrator

Signature: 

Date: January 31, 2022

Leidos Proprietary



ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT TERMS AND CONDITIONS

Document No. 8100-11901-00

1. **Cross Indemnification:** Leidos Security Detection & Automation Inc., hereinafter referred to as Seller, shall indemnify, defend and hold Buyer harmless from and against any losses, damages, expenses, liabilities, and costs arising out of the negligence of Seller, its employees, or agents in performing services under this Agreement. Buyer shall indemnify, defend and hold Seller harmless from and against any losses, damages, expenses, liabilities, and costs arising out of the negligence of Buyer, its employees, or agents with respect to the use or operation of the System.
2. **Cancellation during the contract period:** If Buyer cancels this Agreement pursuant to Section three (3) or if newly purchased equipment supplied by Seller replaces the equipment under this contract, Buyer may cancel this contract without charge by giving written notice to Seller. In the case of a cancellation for any other reason, Buyer must provide Seller ninety (90) days' prior written notice of cancellation or pay Seller 25% of any remaining annual contract fee as liquidated damages. Seller also reserves the right to cancel this Agreement without penalty if Buyer is in default and fails to cure within 30 days following receipt of written notice of default.
3. **Cancellation for cause:** Buyer retains the right to cancel this contract immediately and without advance notice to Seller should Seller's services be unsatisfactory in quality or should Seller fail to perform in accordance with the statement of services for any reason within Seller's control. In the event of such cancellation, Buyer will notify Seller in writing. Buyer will pay only for the services rendered up to the date that Seller receives the written cancellation notice.
4. **LIMITATION OF LIABILITY:** REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, IN NO EVENT WILL SELLER BE LIABLE FOR (i) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA, LOSS OF USE OR LOSS OF REVENUES OR PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER, THE FURNISHING OF PRODUCTS AND SERVICES OR THE USE OR PERFORMANCE OF PRODUCTS OR SERVICES, EVEN IF INFORMED OF SUCH DAMAGES, OR (ii) FOR ANY THIRD PARTY CLAIMS AGAINST CUSTOMER. SELLER'S MAXIMUM LIABILITY UNDER ANY ORDER, INCLUDING LIABILITY ARISING OUT OF PRODUCTS DELIVERED, SERVICES PERFORMED OR FROM SELLER'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, WILL BE LIMITED TO THE AMOUNT PAID TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM.
5. **Alterations:** Buyer shall have the right to request that systems be returned to service coverage on a pro-rated basis. Prior to systems being returned to service coverage all systems are subject to billable pre-inspection services to be performed by the Seller. The Seller's prevailing standard service rates shall be used to calculate the pre-inspection services.
6. **Software:** Unless otherwise expressly agreed in writing to the contrary, all technical specifications, software, technical information, source code, drawings, and/or Data provided to Buyer by the Seller, or used by the Seller in updating, upgrading or performing repairs to the Buyer's equipment, shall remain the sole property of the Seller. Any use of said data and software shall constitute use under a limited use license only. This License is expressly limited to the functionality of individual items of Seller equipment previously purchased by the Buyer.
7. **Exclusions:** Contractual coverage shall not apply to any equipment, spare parts, or services that are: (a) repaired, moved or modified other than by Seller's authorized personnel; or (b) subjected to physical or electrical abuse, stress, or misuse; or (c) stored, operated, modified, or maintained in a manner inconsistent with applicable Seller instructions and specifications. No third party agents, regardless of affiliation or former affiliation with Seller, retain the rights to perform service actions under this contract. Also excluded from this contract are parts, materials, and other ancillary equipment which have been damaged due to improper handling; power surges, exposure to the elements of extreme heat, extreme cold, moisture; acts of nature such as rain, sleet, snow, earthquakes, lightning, hurricane, etc.; equipment failures resulting from installation or operation or use in any manner not in accordance with Seller instructions; failures resulting from installation or operation or use in any manner not in accordance with Seller instructions; equipment damage due to misuse or abuse (through negligence, accident, or vandalism); erroneous reports by Buyer of equipment failures; and equipment which has been repaired or modified without the written approval of Seller.
8. **Accessories and Attachments:** Service actions performed by Seller under this contract will not include maintenance or repair of accessories, *attachments*, machines, or other similar devices not originally supplied or provided by Seller; painting or refinishing of equipment or providing such painting or refinishing materials; or furnishing supplies, accessories, or other similar devices except as specifically required for equipment repair or maintenance.
9. **Special Cancellation:** The specific equipment covered by this contract shall be serviced as needed and all required spare parts shall be provided unless stock is no longer available due to end of life issues. Seller shall make a best commercial effort to support this equipment during the contractual period and make provisions for end of life parts. Should services be required and spare parts are no longer available, Seller shall make a best commercial effort to render Buyer's equipment back into operating condition. If Seller is unable to bring the up to operating condition, the affected equipment shall then be removed from the remainder of the contract and a pro-rated credit for the balance of the present contract term shall be issued. Credits shall be sent out within thirty (30) days of cancellation. Also, the affected equipment shall not be included in future contract renewals or during any remaining optional years.
10. **Taxes:** This quotation does not include taxes. Taxes levied against Seller as a result of products offered or sold hereunder and any services rendered in connection therewith, including but not limited to installation or maintenance would be additional cost and shall be reimbursable by Purchaser upon submittal of supporting documentation of such costs.
11. **Acceptance of Buyer's Terms and Conditions:** Any resultant Contract/Purchase Order with Terms and Conditions other than these shall not be accepted without notice provided to Buyer accepting all or a portion of the Buyer's Terms and Conditions. Estimates are calculated under these Terms and Conditions and pricing may change for compliance with alternative Terms and Conditions as well as the schedule.



ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT STATEMENT OF WORK

Document No. 8100-11902-00

1. **Response Time:** Leidos Security Detection & Automation Inc., hereinafter referred to as Seller, will provide response as soon as possible to requests for equipment service from Buyer's authorized representative. 8-hour Seller response time will be typical in geographical locations where Seller has resident service engineers. 24-hour Seller response time will be typical in geographical locations where Seller does not have resident service engineers. Seller does not warrant that the use of equipment will be uninterrupted or error free.
2. **Seller Responsibilities:** As applicable to the specific maintenance contract schedule, service actions performed by Seller will include all parts, materials, and labor required to adjust, maintain, repair, or restore the equipment to proper operating condition in accordance with the manufacturer's specifications. Seller will not perform any modifications to the equipment without Buyer's written approval. Seller will perform all service actions at the equipment site whenever possible and practical. Seller will perform all service actions with the least possible interference or disruption to the orderly conduct of Buyer's normal operations. Upon the completion of service, Seller will leave Buyer's premises in as neat, orderly, and clean condition as existed upon start of services. Seller will be responsible for obtaining all air side passes, work permits, clearances, and required licenses. Seller will be responsible for compliance with all laws, codes, rules, and regulations applicable to services performed under this contract. Seller will not transfer or assign its obligations under this contract, either in whole or in part, without the prior written approval of Buyer.
3. **Buyer Responsibilities:** Buyer will provide adequate facilities for Seller's personnel. The facilities will include adequate workspace, heat, lighting, ventilation, proper electrical current, and earth grounded electrical outlets. The facilities will be located within a reasonable distance from the equipment being serviced and will be provided by Buyer at no cost to Seller. Seller will not be responsible for Buyer's failure to provide prompt access to the equipment or to adequate facilities.
4. **Additional Services:** Upon agreement between Buyer and Seller, Seller may perform additional services beyond Seller's obligations under this contract. Such services may include, but are not limited to, equipment installation, relocation, and re-installation. All such services, when performed, will be invoiced to Buyer in accordance with Seller's prevailing standard service rate schedule.
5. **Service Call Report (SCR):** Upon completion of service, Seller's service engineer will submit the SCR to Buyer's authorized representative. The SCR will itemize the service actions performed. Buyer's authorized representative will be provided with a copy of the completed and signed SCR. Should Buyer fail to have an authorized representative on site for any reason upon completion of Seller's services, the lack of Buyer's authorized representative's signature on the SCR will not be a basis for claiming that unsatisfactory service was provided by Seller.
6. **Spare Parts and Materials:** All spare parts and materials provided and or replaced by the Seller, regardless if they are new; factory refurbished, rebuilt, restored, renovated or reconditioned, shall be warranted for ninety (90) days from the date of installation. Seller reserves the right to use Like-Kind-Quality spare parts and materials including new, factory refurbished, rebuilt, restored, renovated or reconditioned items. Any use of alternate spare parts and materials shall have no effect on the Form, Fit, and Function of said parts and materials and shall be warranted for ninety (90) days from the date of installation, or the remaining life of the contract, whichever is longer.
7. **Annual Preventative Maintenance for X-ray Systems:** Listed below are the procedures that our technicians perform during the annual contract period.

ANNUAL PREVENTATIVE MAINTENANCE FOR X-RAY SYSTEMS

VISUAL AND MECHANICAL:

- Vacuum system interior and exterior
- Inspect conveyor rollers
- Inspect condition of conveyor belt and lacing
- Adjust conveyor belt tension and tracking
- Inspect condition of x-ray sensor dust shields
- Inspect for x-ray generator oil leakage
- Align and clean optical sense modules
- Test indicator lamps for proper operation

OPERATIONAL SAFETY:

- Inspect AC line cord for damage and test for proper grounding
- Inspect finger guards and/or pop-out rollers for damage
- Verify conveyor under panels are securely attached
- Test emergency stop switches

ELECTRONIC:

- Adjust x-ray tube voltage and current
- Test operator control panel functions
- Adjust monitors
- Inspect conveyor relays
- Adjust power supply voltages
- Collimate x-ray beam
- Verify x-ray image quality & resolution

RADIATION SAFETY:

- Measure radiation dose per inspection (annual), test all safety interlocks for proper operation
- Measure external radiation emissions (annual)
- Test all "x-ray on" indicators for proper operation
- Inspect condition of lead curtains
- Inspect operator footmat for condition and test for proper operation
- Preparation of radiation performance report per x-ray system



Main Phone: 781-939-3800

Payment / Remittance Information Please Update Your Records

***** PO Remit & Correspondence Address:**

Leidos Security Enterprise Solutions (SES).
One Radcliff Road
Tewksbury, MA 01876

*****This address must be listed as the vendor address on your PO. Purchase Orders and other correspondence (EXCLUDING PAYMENTS) should be sent to Tewksbury, MA**

PLEASE BE SURE TO NOTE INVOICE REMITTANCE INFORMATION ON ALL PAYMENTS

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

Check Remittance Address: (for check payment only)

Leidos, Inc.
P.O. Box 223058
Pittsburgh PA 15251-2058

For delivery via regular US postal service:

Lockbox Name: Leidos, Inc.
Lockbox Address: P.O. Box 223058 Pittsburgh PA 15251-2058

For ACH & Wire Transfers:

Bank Routing Number: 021000089
SWIFT Code: CITIUS33
General Bank Reference Address: Citibank N.A. 111 Wall Street New York, NY 10043
Account Number: 30547584
Account Name: Leidos, Inc.

For delivery via overnight courier service:

Lockbox Name: Leidos, Inc.
Lockbox Address: Attn: 223058
500 Ross Street 154-0455 Pittsburgh Pa 15262-0001

F.I.D. Number: 04-3054475
DUNS Number: 11-275-3194
CAGE CODE: 1VGC6

Leidos Proprietary