



TUSCOLA COUNTY

Committee of the Whole

MEETING AGENDA

Monday, May 9, 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

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County Updates

New Business

1. Jason Root, Superintendent/Operations Manager Tuscola County Road Commission
2. Michigan No Fault Law - How it Will Affect Local Business, What This Means to Tuscola County - Brant Wilson, Vice President and Chief Operating Officer at The Lighthouse Neurological Rehabilitation Center
3. Ashley Bennett, Tuscola County Treasurer 4
[Budget Amendment Request](#)
4. Homeland Security Grant Program (HSGP) Subrecipient Agreement - 5 - 41
Steve Anderson, Emergency Manager
[Draft FY 2021 HSGP Subrecipient Agreement](#)
[Exhibit A - Oct 2021 Homeland Security Planning Board \(HSPB\) Meeting Minutes](#)
[Exhibit B - FY 21 HSGP Region 3 Grant Agreement](#)
[Exhibit C - FY 21 HSGP Articles of Agreement](#)
[Exhibit D - FY 21 HSGP Equipment Ownership Agreement](#)
5. Court & Law Enforcement Management Information System (CLEMIS) 42 - 71
(Working on Rebuttal)
Tower Project (Requires Maintenance)
Generator Project (Estimated \$50K plus)

Furnace Project (Estimated \$20K plus)
Jon Ramirez, Dispatch Director and Eean Lee, Chief Information Officer (CIO)

[Tuscola County Central Dispatch IT-CLEMIS Agreement 2022 04 27](#)
[Pro Suite Contract Pricing Detail](#)

6. 2022 Marine Safety Program Grant 72 - 74
[Marine 2022 Grant](#)
[2022 Department of Natural Resources \(DNR\) Grant](#)

Old Business

1. American Rescue Plan Act (ARPA) Continued Discussion on the Non-Entitlement Units (NEU's) 75 - 83
[NEU Collaboration Opportunities Summary](#)
[Cass City Resolution Request](#)
[City of Vassar -- County ARPA Request \(1\)](#)
[Columbia Township - ARPA Funds](#)
[Denmark Request 4.22.2022](#)
2. American Rescue Plan Act (ARPA)- Summary of Other Projects 84 - 89
[Summary ARPA Projects](#)

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner DuRussel

Primary Finance/Technology

On-Going and Other Finance

On-Going and Other Technology

Building and Grounds

Committee Leader **Commissioner DuRussel** and Commissioner Grimshaw

Primary Building and Grounds

On-Going and Other Building and Grounds

1. State Police Building Annexation

Personnel

Committee Leader **Commissioner Grimshaw** and Commissioner Vaughan

Primary Personnel

On-Going and Other Personnel

Other Business as Necessary

On-Going Other Business as Necessary

Public Comment Period

Adjournment



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Budget Request

1 message

Ashley Bennett <abennett@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Thu, May 5, 2022 at 11:23 AM

Good morning,

Can you please add me to the agenda for the Committee of the Whole meeting on Monday, May 9, 2022? I would like to request a budget to be created to help facilitate printing services for tax bills. As a service to the local units, we offer the access to utilize our bulk printing rates through Kent Communications Inc. (KCI). The County acts as a proxy to get the local units these lower rates. The expense the County initially incurs is recouped by invoicing the local units for their portion of the overall expense. This budget request is budget neutral as the revenue will offset the expense.

The requested amount is \$50,000.00 for both revenue and expenses**Revenue: 101-000-689-253****Expense: 101-253-799-000**

Thank you,
ASHLEY BENNETT
TUSCOLA COUNTY TREASURER
TUSCOLA COUNTY TREASURER'S OFFICE
PH: (989) 672-3895
FAX: (989) 672-3894
www.tuscolacounty.org

**DISTRICT HEALTH DEPARTMENT #2
2021 HOMELAND SECURITY GRANT PROGRAM
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT, entered into this _____ day of _____, 20____, by and between the DISTRICT HEALTH DEPARTMENT #2, a public health department serving four counties within Michigan’s Region 3 and based at 630 Progress Street, West Branch, Michigan, hereinafter referred to as “DHD2”, acting as Fiduciary Agent for the 2021 Homeland Security Grant Program (Fiduciary) and _____(Political Subdivision), with a fiscal year end date of _____ (month) ____ (day).

WITNESSETH, THAT:

WHEREAS, pursuant to the Urban Cooperation Act of 1967, 1967PA 7, mcl 124.501, *et,seq.*, the Fiduciary and the Political Subdivision enter into the agreement for the purpose of passing through 2021 Homeland Security Grant Program (grant program) funds to the Political Subdivision, delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision and the Region 3 Homeland Security Planning Board regarding the grant program; and addressing use of grant program funds, including but not limited to, the purchase, use and tracking of equipment purchased with grant program funds, purchase or reimbursement of services with grant program funds, and/or reimbursement for certain salaries and/or overtime with grant program funds.

WHEREAS, DHD2 was elected and appointed Fiduciary for the 2021 Homeland Security Grant Program by the Region 3 Homeland Security Board on October 4, 2021; and District Health Department #2 accepted the position of Fiduciary and as a result entered into the 2021 Homeland Security Grant Program with the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD) and became the Subgrantee for the grant program effective September 1, 2021. In consideration of the mutual promises, obligations, representations, and assurances in the agreement, the parties agree to the following:

1. **Definitions:** The following words and expressions used throughout this agreement, whether used in singular or plural, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this agreement, the exhibits attached hereto and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding judgement deficiency, liability, penalty, fine, litigation, costs and/or expenses, including but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Fiduciary** means District Health Department #2, a multi-county public health department, including, but not limited to, its Board of Health, any and all of its departments, divisions, elected and appointed officials, directors, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
 - 1.4. **Party/Parties** means the Fiduciary and the Political Subdivision may also be referred to individually as party or jointly as parties.
 - 1.5. **Political Subdivision** means a Michigan Municipal Corporation including but not limited to, its Council, Board, and any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
 - 1.6. **Region** means the area comprised of Alcona, Arenac, Bay, Genesee, Gladwin, Huron, Iosco, Lapeer, Midland, Ogemaw, Oscoda, Saginaw, Sanilac, and Tuscola Counties. The Region mirrors the existing State Emergency Management 3rd District and the Office of the Public Health Preparedness Bio-Defense Network region.
 - 1.7. **Region 3 Homeland Security Planning Board (Region 3 Planning Board)** means the Regional Homeland Security Planning Board for Region 3, as created by the Michigan Homeland Protection Board, and is comprised of the Counties from the Region.
 - 1.8. **2021 Homeland Security Grant Program (grant program)** means the grant program described and explained in Exhibit B which began September 1, 2021 and ends May 31, 2024. The grant program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NHS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. CFDA #: 97.067 and Federal Award ID #: EMW-2021-SS-00011-S01.
2. **Agreement Exhibits** - The exhibits listed below, and their properly promulgated amendments are incorporated and are part of this agreement.
 - 2.1. **Exhibit A:** Region 3 Homeland Security Planning Board minutes from October 4, 2021, re: approval of the 2021 Homeland Security Grant Program Fiduciary
 - 2.2. **Exhibit B:** 2021 Homeland Security Grant Program agreement between the Fiduciary and the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD)
 - 2.3. **Exhibit C:** FY 2021 HSGP Agreement Articles Applicable to Subrecipients
 - 2.4. **Exhibit D:** FY 2021 HSGP Equipment Ownership Agreement

3. Fiduciary Responsibilities

- 3.1. The Fiduciary will comply with all requirements set forth in the grant program agreement between the Fiduciary and MSP-EMHSD.
- 3.2. The Fiduciary shall comply with all requirements set forth in the 2021 Homeland Security Grant Program guidance.
- 3.3. The Fiduciary shall submit all required project forms to MSP-EMHSD for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 3 Planning Board.
- 3.4. The Fiduciary shall reimburse the Political Subdivision for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by MSP-EMHSD and the applicable reimbursement forms reviewed and approved by MSP-EMHSD. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by MSP-EMHSD and the Fiduciary are properly executed by the parties.
- 3.5. The Fiduciary shall create and maintain an inventory of all equipment purchased with grant program funds in accordance with 2 CFR, Part 200.313 located at <https://www.ecfr.gov>
- 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Political Subdivision's fiscal year of the dollar amount of grant program funds released to the Political Subdivision for that fiscal year.
- 3.7. The Fiduciary shall file this agreement pursuant to law and provide executed copies of this agreement to the Region 3 Planning Board Secretary and the Political Subdivision.

4. Political Subdivision Responsibilities

- 4.1. The Political Subdivision shall prepare all required forms for the use of grant program funds and shall submit such forms to the Region 3 Planning Board. Upon approval by the Region 3 Planning Board, the Fiduciary will forward the required forms to MSP-EMSHD for review and approval.
- 4.2. The Political Subdivision shall make all purchases in accordance with applicable federal, state, and local purchasing policies.
- 4.3. The Political Subdivision shall use the equipment purchased with grant program funds and all grant program funds in accordance with the guidance provided in the 2021 Homeland Security Grant Notice of Funding Opportunity. The Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 4.3.1. Operation of the equipment;
 - 4.3.2. Maintenance and repair of the equipment;
 - 4.3.3. Replacement and repair of equipment, which is willfully or negligently lost, stolen, damaged, or destroyed;

- 4.3.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
- 4.3.5. Insurance, license, or title for the equipment, if required by law or if the Political Subdivision deems appropriate in its discretion;
- 4.3.6. Training for use of the equipment, if training is not included with the purchase of the equipment;
- 4.3.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with grant program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision through the completion of Exhibit D, Equipment Ownership Agreement.
- 4.5. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision's Schedule of Expenditures of Federal Awards.
- 4.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues with disposal of the equipment.
- 4.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary, MSP-EMHSD and Federal Auditors upon request.
- 4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.
- 4.10. The Political Subdivision shall comply with the applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including but not limited to the following provisions:
 - 4.10.1. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by Federal or State audit.
 - 4.10.2. Retain all financial records, statistical records, supporting documentation and other pertinent materials for at least three (3) years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.

- 4.10.3. Equipment records shall be maintained by the Political Subdivision until three (3) years after the equipment has been disposed.
- 4.10.4. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 4.11. The Political Subdivision shall integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.
- 4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environment and Historical Preservation (EHP) program engages in a review process to ensure that federally funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.
- 4.13. The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S/C. 3141 *et seq*) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing minimum wage and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: <http://www.dol.gov/compliance/laws/comp.dbra.htm>
- 4.14. Upon request, the Political Subdivision will supply to the Fiduciary any information required to meet federally mandated reporting requirements and DHS program specific reporting requirements.
- 4.15. The Political Subdivision must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions> , specifically in the DHS Specific Acknowledgements and Assurances on page 1.
5. **Region 3 Planning Board Responsibilities:** The parties agree and acknowledge that the Region 3 Planning Board shall have the following responsibilities:
- 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;

- 5.2. Hold public meetings, subject to the Michigan Open Meetings Act;
- 5.3. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Program requirements;
- 5.4. Establish subcommittees to carry out its work;
- 5.5. Advocate for, monitor and actively engage in the implementation of the Regional Homeland Security Strategy;
- 5.6. Ensure that all grant projects are aligned to the appropriate FY 2021 HSGP investment and the appropriate core capability from the National Preparedness Goal. The Region 3 Homeland Security Planning Board should consider the benefits to Region 3 prior to approving projects for funding.
- 5.7. Ensure the Regional Fiduciary is fully apprised of all projects approved by the Region 3 Homeland Security Planning Board.

6. Duration of Interlocal Agreement -

- 6.1. The agreement and any amendments hereto shall be effective when executed by both parties with resolutions passed by the governing bodies of each party and shall end three (3) years from the date the grant program is closed or when terminated and/or cancelled pursuant to Section 8. The approval and terms of the agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

7. Liability/Assurances

- 7.1. Each Party shall be responsible for any claim made against that party by a third party, and for the acts of its employees or agents arising under or related to this agreement.
- 7.2. In any claim that may arise under or related to this agreement, each party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
- 7.3. Neither party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.
- 7.4. To the extent allowed by law, DHD2 shall hold harmless the Political Subdivision for any claims arising as a result of DHD2's performance of, or failure to perform, any of its obligations under this Agreement with the Political Subdivision or the FY 2021 Homeland Security Grant Agreement with the Michigan State Police.
- 7.5. To the extent allowed by law, the Political Subdivision shall hold harmless DHD2 for any claims arising as a result of the Political Subdivision's performance of, or failure to perform, any of its obligations under this Agreement with DHD2.
- 7.6. Nothing herein shall constitute a waiver of either party's rights with regard to governmental immunity.

- 7.7. Notwithstanding any other provisions of this agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of grant program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines or fees associated with an ineligible determination by the auditors.
- 7.8. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- 7.9. Each party shall comply with all federal, state and local ordinances, regulations, administrative rules, laws and requirements applicable to its activities performed under this Agreement, including but not limited to, the Homeland Security Grant Program Agreement, attached as Exhibit B, and the 2021 Homeland Security Grant Program Notice of Funding Opportunity.
8. **Termination and/or Cancellation of Agreement:** Either party may terminate and/or cancel the Agreement upon thirty (30) days' notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the parties' duties and obligations regarding equipment transferred to the Political Subdivision and the parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and /or cancellation.
9. **No Third Party Beneficiaries:** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
10. **Discrimination:** The Parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.
11. **Permits and Licenses:** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **Reservation of Rights:** The Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **Delegation/Subcontract/Assignment:** Neither party shall delegate, subcontract and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **No Implied Waiver:** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision in this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Severability:** If a court of competent jurisdiction finds a term, or condition of this agreement to be illegal or invalid, then the term, or condition shall be deemed severed from this Agreement. All other terms, conditions and provisions of this Agreement shall remain in full force.
16. **Captions:** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions and indexes shall not be interpreted to be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **Notices:** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 17.1. If notice is sent to the Fiduciary, it shall be addressed and sent to: District Health Department #2, Finance Department, 630 Progress St., West Branch, MI 48661
 - 17.2. If notice is sent to the Political Subdivision, it shall be sent to: _____

 - 17.3. Either Party may change the address and/or individual to which notice is sent by notifying the other Party in writing of the change.
18. **Governing Law:** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Agreement Modifications or Amendments:** Any modifications, amendments, recession, waivers, or releases to this Agreement must be in writing and executed by both Parties.
20. **Entire Agreement:** This agreement represents the entire agreement and understanding between the parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

IN WITNESS WHEREOF:

District Health Department #2:

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: _____

Political Subdivision: _____

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: _____

Region 3 Homeland Security Planning Board:

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: _____

**Michigan 3rd District Regional
Homeland Security Planning Board
October 4, 2021
Meeting Minutes**

Meeting called to order by Region 3 Homeland Security Planning Board Chairman Randy Miller on Monday, October 4, 2021 at 1:31 P.M. Meeting was held at the Bay-Arenac ISD Career Center in Bay City, MI.

Roll Call:

Scott Rice (Alcona), Michael Bowers (Arenac, Ogemaw & Oscoda), Jeff Wilson (Genesee), Bob North (Gladwin), Randy Miller (Huron), Ralph Boudreau (Iosco), Jenifier Boyer (Midland), Mark Przybylski (Saginaw), Steve Anderson (Tuscola)

Voting Members Absent:

Tori Rhoads (Alcona), James Mosciski (Arenac), Ryan Manz (Bay), Mike Cecchini (Bay), David Stamm (Genesee), Mary Krohn (Huron), Eric Abbott (Iosco), Mary Piorunek (Lapeer), Denny Fitzpatrick (Lapeer), Nicole Swanton (Midland), Kevin Grace (Oscoda), Cari Hillman (Saginaw), Todd Hillman (Sanilac), Rob Kelly (Region 3 HCC)

Non-Voting Members Present:

Lt. Charles Barker (MSP-EMHSD, District 3 Coordinator), Dick Ripke (Midland CCP), Mark Laux (MFD/RRT #31), Melissa Upper (Region 3 Planner)

Non-Voting Members Absent: N/A

Others Present:

Josh Mosher (MFD/RRT #31), John Jurek (MFD/IMT), Chuck Allen (Iosco Co SO), Scott Martzke (Michigan Army National Guard)

Public Comments: N/A

Minutes of the August 2, 2021 R3HSPB Meeting:

Motion 2021-0046 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the minutes of the August 2, 2021 R3HSPB meeting as presented.

**Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.**

FY 2018 HSGP Fiduciary Report:

The FY 18 grant projects need to be completed by the end of the year. At the last meeting the board set the deadline of October 31st to reallocate any unspent funds. AAF approvals have been moving very slowly.

Motion 2021-0047 – Motion by Bob North, seconded by Jen Boyer, to approve the FY 18 Gladwin Co. project of Portable Radios for all of Gladwin Co.’s remaining FY 18 allocation. Roll call vote.

Discussion: These are Motorola dual-band portable radios.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0048 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the FY 18 Saginaw Co. project of Level A Suits for all of Saginaw Co.’s remaining FY 18 allocation. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

The primary FY 18 backup project is the Lapeer In-Car Cameras which is a sizeable project and should be more than adequate to absorb any unspent funds.

FY 2019 HSGP Fiduciary Report:

The deadline of October 1st was set for all AAFs to be submitted and every county met the deadline.

Motion 2021-0049 – Motion by Scott Rice, seconded by Mark Przybylski, to approve the FY 19 Alcona Co. project of Air Monitors for \$21,910.45. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0050 – Motion by Mike Bowers, seconded by Jen Boyer, to approve the FY 19 Arenac Co. project of Jail VHF Radios for \$16,180.44. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0051 – Motion by Bob North, seconded by Jen Boyer, to approve the FY 19 Gladwin Co. project of Portable Radios for \$25,230.50. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0052 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 19 Iosco Co. project of East Tawas FD Generator for \$6,610.39. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0053 – Motion by Steve Anderson, seconded by Mark Przybylski, to approve the FY 19 Lapeer Co. projects of Thermal Cameras for \$5,460.00 and In-Car Cameras for \$1,269.37. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0054 – Motion by Jen Boyer, seconded by Steve Anderson, to approve the FY 19 Midland Co. project of Mass Casualty Equipment for the remainder of Midland County’s FY 19 allocation. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0055 – Motion by Mike Bowers, seconded by Ralph Boudreau, to approve the FY 19 Ogemaw Co. project of EMS Pagers for \$5,000.00. Roll call vote.

Discussion: These are dual-band pagers and are 50% locally funded.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0056 – Motion by Mark Przybylski, seconded by Jen Boyer, to approve the FY 19 Saginaw Co. projects of Fire-EMS Active Assailant Task Force Equipment for \$11,658.00; Training Mannequins for \$2,580.00; SFD Level A Suits for \$2,800.00; SCSO Thermal Imaging Device for \$2,950.00; EOC Staff Computers for \$2,525.00; and Trailer Mounted Light with Generator for all remaining allocation. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0057 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 19 Sanilac Co. projects of SO Radios for \$25,230.50. Roll call vote.

Discussion: These are dual-band portable radios.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

There is \$17,270.00 of unallocated FY 19 funds, as well as \$6,000 allocated to ICS training that has not been spoken for. ICS courses are available online through MI-TRAIN for approximately \$300 each. However, the issue is getting the AAF approved quickly prior to the course date. Courses are often available 12 months out. **Any ICS funds not claimed by the end of the year will be reallocated.** There will likely be well over \$4,000 in unused mileage remaining at the end of this grant cycle. Third quarter mileage requests are due to Melissa by the end of October. Conference funds in the amount of \$2,000 have been set aside for each county. The IAEM and Active Assailant Conferences are being held this month, with the GLHSC tentatively scheduled for May. The Civil Unrest pre-conference session of the Active Assailant Conference was deemed unallowable for HSGP reimbursement.

Backup projects need to be lined up to utilize these funds. Be thinking about purchases that could be quickly completed, such as increasing the quantity of an existing project. The following projects were added to the FY 19 backup list: Midland Mass Casualty Equipment for \$10,000.00 and Tuscola County TIC for \$513.00. Melissa encouraged the board to be thinking about additional backup projects. Send any ideas to her to be prioritized at a later meeting.

John Jurek is the new team manager of the IMT. The team is getting back up and running and is in need of some funding assistance.

Motion 2021-0058 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve the FY 19 IMT project of Laptop, Printer, & Case for \$2,000.00 from the backup funds. Roll call vote.

Discussion: John is going to work with the City of Midland to fund this project.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

The team has been struggling to get members into ICS 305, as spots fill up quickly. Hosting a class will cost over \$25,000 and require 24 attendees, which they do not have. Sending individuals to class would be most practical. The team is looking to send 4-6 team members to the class. This is an essential, basic class for IMT members and about half of the team members have not taken this training. MSP only offers this course in Lansing and the next class is anticipated to be offered next spring. Lt. Barker said he would look into reserving 5-6 spots in this class for the IMT.

Motion 2021-0059 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve the FY 19 IMT project of ICS 305 Training for \$10,000.00 from the unallocated funds. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0059 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve the FY 19 IMT project of ICS 305 Training for \$10,000.00 from the backup funds. Roll call vote.

Discussion: The AAF cannot be submitted for this project until dates for the class are known.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

The Aux Comm Committee wanted to request a repeater. Unfortunately, Mike Bowers and Melissa were inadvertently not sent the information on the last meeting and, thus, neither attended. The tower is in Tuscola County, but the Bay Amateur Radio Group owns the tower. They want to put a repeater on the tower which is 1000 feet high. The cost estimate for this project is roughly \$10,000. The chairman of the group was supposed to reach out to Melissa with details but has failed to do so. This request will be tabled until more information is known.

FY 2020 HSGP Fiduciary Report:

The FY 20 grant ends May 31, 2023. There are three required project categories for this grant which include Cybersecurity, Emerging Threats, and Soft Targets. Each category must be a minimum of \$42,012. The Cybersecurity is only for assessments. Midland County has requested \$10,000 of these funds. Lapeer County has requested a little over \$12,000, but this would not be for assessments and will need to wait for the FY 21 grant. The RRT is purchasing enhanced detection equipment to fulfill the Emerging Threats project. The Soft Targets project must be election related and we have been approved to purchase portable radios for election security to fulfill this project. Lapeer County has requested two APX6000 radios for approximately \$11,000 under this project. Steve Anderson noted that if we go with APX4000 radios, we can purchase 14, one for each county, for a total cost of approximately \$45,500 to include mic fees. These radios cannot be for everyday use and should be on the 800 system to be able to communicate with the State. However, there may be some counties that are not interested in participating in this project.

Requests are needed for the two required projects of election securing radios and cybersecurity assessments. **The deadline date of April 1st was set for these requests.**

Motion 2021-0060 – Motion by Mike Bowers, seconded by Mark Przybylski, to approve the FY 20 Oscoda Co. projects of AED for Non-Transport Ambulance for \$2,000.00 and EOC Laptops for \$4,000.00. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0061 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 20 Iosco Co. project of East Tawas FD Generator for remaining cost of this project. Roll call vote.

Discussion: The cost of this project will be split with the FY 19 and 20 grants.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Several agencies still have not completed their FY 20 subrecipient agreement with the City of Midland. This document is required from any agency seeking reimbursement of funds under the FY 20 grant.

FY 2021 HSGP Fiduciary Report:

The FY 21 required projects can still be changed through the middle of December. Currently, these projects include the following:

- Cybersecurity - \$60,182 – Assessments and enhancements
- Emerging Threats - \$40,122 – Enhanced equipment for the RRT – Qty 2 FLIR FIDO X4 explosives detectors and supporting equipment
- Soft Targets – \$40,122 – Portable LED scene lighting and digital warning signs. Barricades would also fulfill the soft targets requirement, but the project description would need to be modified to include them.
- Intelligence & Information Sharing - \$40,122 – Training through MIOC or DHS
- Domestic Violent Extremism - \$60,182 – Training through MIOC or DHS

The FY 22 required project requests will likely be due sometime this winter. Be thinking ahead to project ideas.

Melissa thanked Mark Przybylski and Steve Anderson for all their efforts in the search for a fiduciary. We had several promising candidates, and some had to be eliminated due to not being allowable as our fiduciary, such as private entities like hospitals and community foundations. Public agencies that serve multiple counties seem to be most agreeable to FEMA.

Motion 2021-0062 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve District #2 Health Department as the FY 21 HSGP Fiduciary.

Discussion: This health department is based in West Branch but serves Alcona, Iosco, Ogemaw, and Oscoda Counties.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0063 – Motion by Jen Boyer, seconded by Steve Anderson, to approve the FY 20 HSGP CSAP Contract between Melissa Upper and the City of Midland.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Critical Infrastructure Scoring Update:

The deadline for Sections 1 and 2 of the CIKR scoring assessments is February 1, 2022. Section 3 is due February 1, 2023. Some of the counties are utilizing planners to help with this task. A replacement has been hired for Peter Hoffman’s role as MIOC’s critical infrastructure specialist, but he is still available to assist and answer questions.

Addresses are required for all entries on the CIKR scoring spreadsheet, not just coordinates. Use a location close to the middle of the road or end of the bridge for their addresses. List windmill farms, not individual windmills and an approximate address for the farm.

Committee Reports:

HCC – Rob Kelly was absent, and no report was provided.

RRT – Mark Laux reported that the team currently has 43 members, which is split with hazmat and tech rescue. The team is working to build up to 48 members by the end of year. Four members are part of Michigan’s Task Force 1 response team. Two of these members are currently deployed to respond to Hurricane Ida.

The team is part of Michigan’s validation process in which they help to validate other teams in the state. Mark is one of the evaluators.

The team was asked to respond to a sewer treatment facility hazardous materials situation in Flat Rock. The team offered up their services for a 3-day response over Labor Day weekend, but the team was not needed.

The hazardous materials group has been meeting monthly with MSP either virtually or in person.

In September, the team did a training on Exterior Structural Collapse. They spent two days addressing building collapse considerations. Later this week the team is going to be working with arborists on how to help people stuck in tree stands or arborists stuck in trees. In November, the team will be training in the use of aerial trucks as an aid in rope rescue situations.

IMT – John Jurek reported that he became the new team leader for the Region 3 IMT earlier this year. He took over for Rob Glenn, who is still very active with the team. Chuck Cribley is John’s assistant and Brandon Rossi is the training officer. The team currently consists of approximately twelve members and has been struggling with credentialing to determine what level of team they are. The State is starting to roll out credentialing for Type 3 and Type 4 teams. The team has an initial goal of becoming a Type 4 team and to

eventually become a Type 3 team and a long-term goal of becoming an all-hazards strike team. The team plans to use the same standards as Task Force 1 for consistency. The team has been meeting regularly and has just started going back to in-person meetings. The team will need funding assistance for a regular training budget to meet credentialing requirements.

The team is also working on improving their dispatch policies and procedures to make them more streamlined and to make assistance requests easier. They have been using Bay Alerts for activation requests, but it is essentially a phone tree that could take hours to coordinate a response team. The new system the team is looking into is IamResponding, which is a computerized system that goes through Midland County 911 and sends out a message to all members. One of the lead team members will contact the requesting agency for more details on the response.

Currently, there is no billing mechanism set up for the IMT to respond. The individual local response agencies to which the team members belong are absorbing the response costs. The team is working on how to bill for a response and handle cost recovery, especially if they would like to respond outside of the region in the future. Jen Boyer shared that Midland County requested assistance from the Oakland County IMT through MEMAC. This team assisted with EOC logistics for eight days with a staff of 10-11 people at a cost of \$500/person/day. Through public assistance, Midland County was able to get reimbursed for these costs, but all documentation has to be up to par.

Currently, the team can only assist with an incident, but cannot take over with an incident until they have been credentialed. They are working with RRT hazmat team to coordinate with them on large events to develop scene safety plans.

The team sent four members to assist with the Brittle Fire incident. They declined a request from private entity related to the Ford Motor Company.

The team intends to visit each county soon with a meet-n-greet to introduce team and their capabilities.

Randy Miller asked the team to take their time with the development of their policies and procedures to get them right. The R3HSPB will want to review these policies and procedures before they are finalized.

Motion 2021-0064 – Motion by Jen Boyer, seconded by Steve Anderson, to approve John Jurek as the IMT representative to the R3HSPB.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0065 – Motion by Ralph Boudreau, seconded by Bob North, to approve Mark Przybylski as the IMT’s conduit to the R3HSPB with Jen Boyer as the backup.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

LETPA –The next meeting will tentatively be December 9th. Melissa is going to try to coordinate with the M.A.G.L.O.C.L.E.N. rep to attend this meeting.

CCP – The committee met prior to this meeting today. Bob North is the new chairman.

Aux Comm – Mike Bowers reported that the committee met in September, but neither he, nor Melissa, attended due to poor communication. The Oscoda County’s Aux Com repeater has had an issue but should only need to be tuned and does not need to be replaced.

MSP/EMHSD – Lt. Barker will coordinate a brief presentation on using the survey tool to access the self-reporting information for GIS.

Scott Martzke of the Michigan Army National Guard introduced himself. Northern Exposure 22 Rising Waters has been shifted to the U.P. Cloverland Electric, ATC, Trans Canada, the tribes, Soo Locks, Mackinac Island, Enbridge, Sawyer Airport, Plains LPG, and quarries will all be involved, as will hazmat, wildland fire, ESF #13. The initial planning meetings were held virtually on October 6-8. The goal of the National Guard is to provide a full capability checklist for the QRF and RRF. The event will be held on April 11-15.

Unfinished Business: N/A

New Business: N/A

Other/Public Comments/Announcements:

Ralph Boudreau shared that new dock in Tawas City is now open. It has eight free day slips.

Bob North reported that Blue Ridge Power is putting in a 100-acre solar farm west of Gladwin. The project will start in March. There will be about 300 people working at the site and approximately 1000 semi-trucks worth of equipment coming in. There will be no lithium batteries, as the power is going directly onto the grid.

Staff Report:

Personnel certifications for the next six months are due to Melissa by November 1st. This would only be for the fiduciary staff, Melissa, and any grant-funded planning staff.

The annual cybersecurity assessments that each county's IT departments need to complete are due by February 28th, but ideally are due December 31st.

Adjournment:

Motion 2021-0066 – Motion by Mark Przybylski, seconded by Scott Rice, to adjourn the meeting.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Meeting adjourned at 3:11 P.M.

Respectfully Submitted,
Melissa Upper



Region 3 Homeland Security Planning Board



Homeland Security Grant Program (HSGP)
City of Midland, FY 2018-20 Fiduciary

Alcona County
Scott Rice
Tori Rhoads

Arenac County
Michael Bowers
James Mosciski

Bay County
Ryan Manz
Mike Cecchini

Genesee County
David Stamm
Jeff Wilson

Gladwin County
Bob North

Huron County
Randy Miller
Mary Krohn

Iosco County
Eric Abbott
Ralph Boudreau

Lapeer County
Mary Piorunek
Denny Fitzpatrick

Midland County
Jennifer Boyer
Nicole Swanton

Ogemaw County
Michael Bowers

Oscoda County
Michael Bowers
Kevin Grace

Saginaw County
Mark Przybylski
Cari Hillman

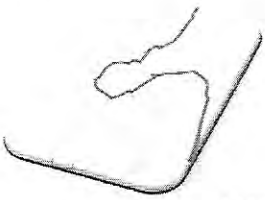
Sanilac County
Todd Hillman

Tuscola County
Steve Anderson

Region 3 HPN
Rob Kelly

Region 3 CCP
Richard Ripke

District 3 Coordinator
Lt. Charles Barker



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Michigan's Region 3
Homeland Security Planning Board (R3HSPB)
4155 Monitor Rd. (Bay-Arenac ISD Career Center)
Bay City, Michigan 48706

Randy Miller, Chair
Jennifer Boyer, Vice Chair
Steven Anderson, Secretary
Melissa Upper, Planner/Fiduciary Agent

EVENT:	DATE:	NAME	JURISDICTION
R3HSPB	10/4/21	1. Melissa Upper	R3
		2. [Signature]	Arenac/Ogemaw/Oscoda
		3. [Signature]	Midland County Sheriff's Office
		4. MARK PRZYBYLSKI	SAGINAW
		5. STEVE ANDERSON	TUSCOLA
		6. Chuck Burke	MSP-EMHSD
		7. JEFF WILSON	GENESSEE
		8. Randy Miller	Arenac
		9. Jennifer Boyer	Midland
		10. John Jurek	R3 IMT
		11. Bob North	Gladwin
		12. Mike Bowers	Arenac/Ogemaw/Oscoda
		13. Ralph Boudreau	Iosco/LEDA
		14. [Signature]	MFD
		15. Joshua Mosher	MFD



Region 3 Homeland Security Planning Board

Homeland Security Grant Program (HSGP)
City of Midland, FY 2018-20 Fiduciary

Alcona County
Scott Rice
Tori Rhoads

Arenac County
Michael Bowers
James Mosciski

Bay County
Ryan Manz
Mike Cecchini

Genesee County
David Stamm
Jeff Wilson

Gladwin County
Bob North

Huron County
Randy Miller
Mary Krohn

Iosco County
Eric Abbott
Ralph Boudreau

Lapeer County
Mary Piorunek
Denny Fitzpatrick

Midland County
Jenifer Boyer
Nicole Swanton

Ogemaw County
Michael Bowers

Oscoda County
Michael Bowers
Kevin Grace

Saginaw County
Mark Przybylski
Cari Hillman

Sanilac County
Todd Hillman

Tuscola County
Steve Anderson

Region 3 HPN
Rob Kelly

Region 3 CCP
Richard Ripke

District 3 Coordinator
Lt. Charles Barker



Page 2 of 2

Michigan's Region 3
Homeland Security Planning Board (R3HSPB)
4155 Monitor Rd. (Bay-Arenac ISD Career Center)
Bay City, Michigan 48706

Randy Miller, Chair
Jenifer Boyer, Vice Chair
Steven Anderson, Secretary
Melissa Upper, Planner/Fiduciary Agent

EVENT: R3HSPB

DATE: 10/4/21

NAME
1. Charles Auer

JURISDICTION
Iron Co

2. Scott Martzke (did not sign in)

Michigan Army National Guard

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

"Exhibit B"

Michigan State Police
**Emergency Management and
Homeland Security Division**



Grant Agreement

FEDERAL AWARD IDENTIFICATION		
SUBRECIPIENT NAME District Health Department #2	GRANT NAME Fiscal Year 2021 Homeland Security Grant Program	CFDA NUMBER 97.067
SUBRECIPIENT IRS/VENDOR NUMBER 38-1911267	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE 9/10/2021
SUBRECIPIENT DUNS NUMBER 607878691	SUBAWARD PERFORMANCE PERIOD FROM 09/01/2021	TO 05/31/2024
RESEARCH & DEVELOPMENT N/A	Funding	Total
	Federal Funds Obligated by this Action	\$802,421
INDIRECT COST RATE None on file	Total Federal Funds Obligated to Subrecipient	\$802,421
	Total Amount of Federal Award Committed	\$802,421
FEDERAL AWARD PROJECT DESCRIPTION Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP)		
DETAILS Funding requirements are found on page 2 (Section III) of the grant agreement.		
FEDERAL AWARDING AGENCY FEMA-GPD 400 C Street SW 3rd floor Washington, DC 20472-3645	PASS-THROUGH ENTITY (RECIPIENT) NAME Michigan State Police, Emergency Management and Homeland Security Division P.O. Box 30634 Lansing, MI 48909	

State of Michigan Fiscal Year 2021 Homeland Security Grant Program Grant Agreement

September 1, 2021 to May 31, 2024

CFDA Number: 97.067 Grant Number:

This Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

DISTRICT HEALTH DEPARTMENT #2 (hereinafter called the Subrecipient)

I. Purpose

The FY 2021 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2021 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2021 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System (NPS) by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Allowable activities must comply with the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual, both located at <http://www.fema.gov/homeland-security-grant-program>, align with Michigan's FY 2021 SHSP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment (THIRA) and gaps identified in the Stakeholder Preparedness Review (SPR), and align to projects specifically approved by the Recipient.

II. Statutory Authority

Funding for the FY 2021 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002, as amended (Public Law 107-296), (6 U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2021*, (Public Law No. 116-260).

The Subrecipient agrees to comply with all FY 2021 HSGP program requirements in accordance with the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, the FY 2021 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2021 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

The Subrecipient shall also comply with the most recent version of:

1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>, select Title 2.
2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

- A. The **District Health Department #2**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded **\$802,421** under the FY 2021 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.
- B. The FY 2021 HSGP covers eligible costs from September 1, 2021, to May 31, 2024.
- C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least **\$200,606** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at <http://www.fema.gov/national-planning-frameworks>. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2021 HSGP.
- E. The FY 2021 HSGP includes the following five national priority area funding requirements:
 - 1) Enhancing cybersecurity;
 - 2) Enhancing the protection of soft targets/crowded places;
 - 3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
 - 4) Combating domestic violent extremism;
 - 5) Addressing emerging threats (e.g., transnational criminal organizations, weapons of mass destruction [WMDs], unmanned aerial systems [UASs], etc.).

At least **\$60,182** award funds must be dedicated towards enhancing cybersecurity, at least **\$40,122** must be dedicated towards the protection of soft targets/crowded places, at least **\$40,122** must be dedicated towards enhancing information and intelligence sharing and cooperation with federal agencies, at least **\$60,182** must be dedicated towards combating domestic violent extremism and at least **\$40,122** must be dedicated towards addressing

emerging threats. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2021 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>.

- F. A maximum of **\$401,210** of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- G. A maximum of 5% of awarded funds, **\$40,121**, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the *FY 2021 Homeland Security Grant Program Notice of Funding Opportunity*, and the *FEMA Preparedness Grants Manual* located at <http://www.fema.gov/homeland-security-grant-program>.
- H. The Subrecipient may only fund projects which directly support one of the FY 2021 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2021 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2021 SHSP investment justification.
- I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.
- J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

- K. A portion of FY 2021 SHSP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- L. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

- B. Refer to the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program> for a detailed list of allowable costs and program activities under this grant.
- C. The subrecipient shall not use FY 2021 HSGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification
 2. Standard Assurances
 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 4. Audit Certification (EMD-053)
 5. Request for Taxpayer Identification Number and Certification (W-9)
 6. Other documents that may be required by federal or state officials
- E. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2021 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at <http://www.ecfr.gov>.
 2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
 3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2021 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
 4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>. Every calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.gov or by mail to P.O. Box 30634, Lansing, Michigan 48909. The physical inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsd or by emailing EMD_HSGP@michigan.gov.
 5. If the Subrecipient purchases equipment for a local governmental unit with FY 2021 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At

minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.
7. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.
8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
 - d. Non-federal organizations which expend \$750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.
9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. The NIMS information is available at <http://www.fema.gov/national-incident-management-system>. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.
10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.
11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.
12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and

fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at <https://www.sam.gov>.

13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
14. Maintain a valid Data Universal Numbering System (DUNS) number during the performance period of this grant.
15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at

<http://www.michigan.gov/emhsd>. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of \$10,000 or more. All of the following requirements must be met when requesting advanced funds:

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may retain interest up to \$500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must remit any interest earned over \$500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Grants and Financial Management Section, P.O. Box 30634, Lansing, Michigan, 48909.
- F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
- G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act, 1976 PA 453*, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act, 1976 PA 220*, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2021, to May 31, 2024. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant 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 of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

District Health Department #2
Subrecipient Name

607878691
Subrecipient's DUNS Number

Denise M. Bryan MPA
Printed Name

Administrative Health Officer
Title

Denise M. Bryan
Signature

11-22-21
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney
Printed Name

Commander, Emergency Management
and Homeland Security Division
Title

[Signature]
Signature

10/29/2021
Date

For the Regional Board

The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 3 Homeland Security Planning Board has chosen the **District Health Department #2** to act as the Fiduciary Agent on behalf of the regional board for the FY 2021 HSGP.

Randy Miller
Printed Name

Regional Board Chair
Title

[Signature]
Signature

12-1-21
Date

Agreement Articles Applicable to Subrecipients Fiscal Year 2021 Homeland Security Grant Program

Article I - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article II - Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article III - Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article IV - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article V - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VI - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article IX - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article X - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin,

religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XIV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the Recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XV - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVI - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Subrecipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XVII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XVIII - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XIX - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXI - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Article XXIII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIV - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXVIII - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXIX - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXI - USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXII - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXIV - Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVI - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVII - Federal Debt Status

All Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVIII - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XL - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



Region 3 FY 2021 Homeland Security Grant Program

Equipment Ownership Agreement

Federal Award #97.067 Grant #EMW-2021-SS-00011-S01

The following equipment was purchased by _____ (JURISDICTION) and reimbursed with FY 2021 Homeland Security Grant Program (HSGP) funds.

Item Description	Acquisition Cost	Qty	Serial/Model #	Location Where Equipment Is Stored

**Attach a separate list if more space is needed. Total Project cost: _____ Total Reimbursed by HSGP: _____

JURISDICTION understands that this equipment has been funded with 2021 HSGP funds and agrees to the following:

- 1) Equipment will be used in accordance with 2021 HSGP Notice of Funding Opportunity guidance.
- 2) **JURISDICTION** is responsible for any costs, fines, or fees associated with misuse or ineligible use of equipment.
- 3) Equipment must be kept to current national standards for readiness. Costs for insurance, title, license, maintenance, repairs, and other costs of use will be the responsibility of **JURISDICTION**.
- 4) Equipment will be prominently marked as "Purchased with HSGP funds."
- 5) **JURISDICTION** must complete disposition paperwork with EMHSD before any HSGP-funded equipment can be sold, transferred, or otherwise disposed of. All equipment documentation must be maintained for at least 3 years following the date of disposition.
- 6) Any equipment intended to be transferred out of Region 3 must first have the approval of the R3HSPB.
- 7) The cost of the equipment will be listed on **JURISDICTION'S** Schedule of Expenditures of Federal Awards (SEFA).
- 8) Equipment will be made available upon request to State and Federal auditors.
- 9) It is understood that the equipment is a regional asset and must be made available to other Region 3 agencies if requested and available. Only trained operators will use this piece of equipment.
- 10) **JURISDICTION** is bound to all terms and conditions specified in the 2021 HSGP Subrecipient Agreement.

By accepting this equipment, **JURISDICTION** accepts sole responsibility for the equipment and agrees to return funds if equipment is discovered to be used improperly or determined not eligible by State or Federal Auditors.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the jurisdiction he or she represents. The individual signing below certifies that the equipment received is in good order and meets the required specifications.

Jurisdiction

Mailing Address

Printed Name of Jurisdictional Representative

Title

Signature, Jurisdictional Representative

Date

Signature, Melissa D. Upper (Region 3 Fiduciary Agent)

Date

**Region 3 FY 2021 Homeland Security Grant Program
Transfer of Ownership Agreement**

This page is reserved for use by the **JURISDICTION** for Transfer of Ownership down to the equipment user. This section is hereby referred to as the "Transfer of Ownership Agreement."

This Transfer of Ownership Agreement should be attached to the Equipment Ownership Agreement and an Invoice of Referenced Equipment when the entity signing the Equipment Ownership Agreement is not the actual user of the equipment.

The individual or official executing this Transfer of Ownership Agreement certifies that by his/her signature he/she is authorized to sign this Transfer of Ownership Agreement and bind the user of the equipment to the same terms and conditions of the Equipment Ownership Agreement.

This Transfer of Ownership Agreement (TOA) is executed by

_____ (**JURISDICTION**) on _____ (Date)

Make/Model of Equipment: _____

Serial Number(s): _____

Jurisdiction Receiving Equipment: _____

Printed Name of Individual Receiving Equipment: _____

Organization: _____

Address: _____

Phone: _____

Email: _____

Location Where Equipment Will Be Stored, (if different than above): _____

Signature of individual receiving equipment

Date

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
TUSCOLA COUNTY CENTRAL DISPATCH**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and Tuscola County Central Dispatch ("Public Body") 1303 Cleaver Road, Caro, MI 48723. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the Tuscola County Central Dispatch which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
 - 1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Collaborative Asset Management System (CAMS)
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services
 - Exhibit VIII: Oaknet Connectivity
 - Exhibit IX: Internet Service
 - Exhibit X: CLEMIS
 - Exhibit XI: ArcGIS Online

Exhibit XII: Data Sharing

Exhibit XIII: Pictometry Licensed Products

Exhibit XIV: Security Best Practice Advice

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.

Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party

have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Director Jon Ramirez, 1303 Cleaver Road, Caro, MI 48723.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Thomas Bardwell hereby acknowledges that he/she has been authorized by a resolution of the Tuscola County Central Dispatch, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
Thomas Bardwell
Board of Commissioners Chairman

DATE: _____

WITNESSED: _____

DATE: _____

AGREEMENT

ADMINISTRATOR: _____
(IF APPLICABLE)

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

**EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY**

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

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OAKNET CONNECTIVITY

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

5.0 LICENSE USE AND ACCESS

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

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- 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

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regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

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- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body’s data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act (“FOIA”) requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body’s data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body’s data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County’s response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body’s data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the

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third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

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4.8. **Sharing Data with other CLEMIS Members.** Public Body acknowledges and agrees that County may share Public Data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.

5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.

5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.

5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).

5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.

5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

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fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter “Payment Application”) and/or the CLEMIS Crash Purchase Application (hereinafter “Purchase Application”), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County’s contractual obligations, and reasonable business standards and practices.
 - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the

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Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
- 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

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concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

Tier 1

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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Tier 2

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
------------------	--------------	-------------

Tier 2.5

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
------------------	--------------	-------------

Tier 3

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
------------------	--------------	-------------

Tier 4 Rescinded

Tier 5 Rescinded

Tier 6 (eCLEMIS)

19 or more FTE's	6 – 18 FTE's	1 – 5 FTE's
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Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

Tier 8 Jail Management (outside Oakland County)

Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

District Court in Oakland County (excluding 52nd District Courts)

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

District Court outside Oakland County

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

Circuit Court (outside Oakland County - does not contribute any data)

Prosecutor Office (outside Oakland County, does not contribute any data)

FRMS Participant (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

Mobile Data Computers (“MDC”)

WITH County provided wireless

WITHOUT County provided wireless

CAD Only WITHOUT County provided wireless

Livescan

WITH printer

WITHOUT printer

Mugshot

Capture Station and Investigative

Investigative Only

Jail Management

CLEMIS Member located in Oakland County

CLEMIS Member located outside Oakland County

OakVideo (CLEMIS Member located outside Oakland County)

Crime Mapping Application

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

Pawn Application

Fire Records Management System In Oakland County

Phase I

Phase II

Fire Records Management System Outside Oakland County

Police, Fire and/or Public Safety Department Data Extract

In Oakland County

Outside Oakland County

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

CRASH Report Payment Amount: _____

Enhanced Access Fee Disbursement Instructions

Disbursement when Requested

Disbursement Quarterly

Make Check Payable to:

OPT-OUT of Exhibit V (OakNet Connectivity) OakNet connectivity is not needed

COUNTY: _____

CLEMIS Division Manager

Date

PUBLIC BODY: _____

Title/Name: _____

Signature: _____

Date

(to be completed by Public Body)

Pro Suite Contract

Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price	Total
Pro Suite Production Server (Physical Server, OS, DBMS, Installation & Testing)			1	\$ 13,938	\$ 13,938
Pro Suite Training/Testing Server (Physical Server, OS, DBMS, Installation & Testing)			1	\$ 9,936	\$ 9,936
Pro Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Pro Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$ 5,000	\$ 5,000
CAD Core			1	\$ 15,000	\$ 15,000
CAD Core (Agency Site License)		Per Agency	1	\$ 11,250	\$ 11,250
CAD Advanced (Agency Site License)		Per Agency	1	\$ 3,750	\$ 3,750
CAD Core (Seat License) for Backup/Supervisor/Part-Time Workstations		Per Seat	2	Included	Included
CAD Advanced (Seat License) for Backup/Supervisor/Part-Time Workstations		Per Seat	2	Included	Included
CAD - Basic Paging (SMTP/Email) Interface			1	Included	Included
CAD - E911 (ANI/ALI) Interface	Viper		1	Included	Included
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included
CAD - Texty Interface (Import)			1	\$ 15,000	\$ 15,000
Mapping Core			1	\$ 10,000	\$ 10,000
Mapping Core (Agency Site License) for Full-Time CAD Workstations		Per Agency	1	\$ 5,000	\$ 5,000
Mapping Core (Seat License) for Backup/Supervisor/Part-Time Workstations		Per Seat	2	\$ 750	\$ 1,500
Personnel Core			1	Included	Included
Personnel Core (Agency Site License)		Per Agency	1	Included	Included
Reporting Core			1	Included	Included
Reporting Universal Interface Engine			1	Included	Included
Pro Suite - LEIN/NCIC Interface (Basic Queries)	QA (Article), QB (Boat), 47:35 (Drivers License), QG (Gun), 47:27 (Snowmobile/Boat Operator), 47:15 (Vehicle Registration), Data mining (MI only)		1	\$ 10,000	\$ 10,000
Pro Suite - LEIN/NCIC Interface (Criminal History)	AQ, AR, QH, QH 10, QHW, QR		1	\$ 1,250	\$ 1,250
Pro Suite - LEIN/NCIC Interface (Warrants)			1	\$ 10,000	\$ 10,000
Pro Suite - Time Synchronization Interface			1	Included	Included
Software and Servers Total				\$	102,625
Subscriptions	Comments	Unit	Qty	Price	Total
CAD - CLQ Location and Image Retrieval Subscription Core (up to 1,000 messages per month)			1	\$ 3,000	\$ 3,000
CAD - CLQ Location and Image Retrieval Subscription Core (Agency Site License)		Per Agency	1	\$ 1,000	\$ 1,000
Field Ops Subscription		Per User	25	\$ 360	\$ 9,000
Subscriptions Pre-Discount Subtotal				\$	13,000
Subscriptions Discount				\$	(6,000)
Subscriptions Total				\$	7,000

Pro Suite Contract

Services	Comments	Unit	Qty	Price	Total
Project Manager		Per Project	1	\$ 9,290	\$ 9,290
Configuration and Business Process Review (BPR)		Per Project	1	\$ 8,990	\$ 8,990
Training - CAD		Per Project	1	\$ 5,695	\$ 5,695
Go Live Support		Per Project	1	\$ 6,490	\$ 6,490
Mapping - One-time GIS Data Set Up			1	\$ 4,500	\$ 4,500
Services Total					\$ 34,965
TOTALS					
Software and Servers Total					\$ 102,625
Subscriptions Total					\$ 7,000
Services Total					\$ 34,965
TOTAL					\$ 144,590
Recurring (Subscriptions & Maintenance)					
Subscriptions (Year 1)			1		Prepaid
Subscriptions (Year 2)			1	\$ 7,350	
Subscriptions (Year 3)			1	\$ 7,718	
Subscriptions (Year 4)			1	\$ 8,103	
Subscriptions (Year 5)			1	\$ 8,509	
Maintenance & Support (Year 1)			1		Included
Maintenance & Support (Year 2)			1	\$ 19,465	
Maintenance & Support (Year 3)			1	\$ 20,438	
Maintenance & Support (Year 4)			1	\$ 21,460	
Maintenance & Support (Year 5)			1	\$ 22,533	
Taxes are not included in the pricing.					

CENTRAL SQUARE										
Change Order										
<input type="checkbox"/> Post Go-Live <input type="checkbox"/> Decommission <input type="checkbox"/> Cancellation <input type="checkbox"/> GSA					Date: 6/3/2021					
General & Client Information										
Agency/Entity Name: Tuscola County Central Dispatch, MI					Bill to:					
Product Family: PSJ - Pro										
Bill To #:										
Install Name:										
Original Contract #: 0-06740										
Change Order #: SR-49370										
Client Purchase Order #:										
Client Purchase Order Date:										
Client Contact: Sandra Nielsen					Ship to:					
Contact Phone: (888) 673-4738										
Contact Email Address: snielsen@tuscolbcounty.org										
Credit Terms:										
Account Executive:										
Project Manager: Alexa Pringle										
Project Products & Services Change Summary										
Asset	Product Group	Item Description	SN#	Original Qty	Qty Change (N)	Updated Qty	Unit Price	Qty Unit \$	Discounts	Extended Price
License	PSJ Pro	PS Pro - LEIN/NCIC Interface (Basic Queries) License Fee		1	-1	-	\$ 10,000.00	\$ (10,000.00)		\$ (10,000.00)
License	PSJ Pro	PS Pro - LEIN/NCIC Interface (Warrants) License Fee		1	-1	-	\$ 10,000.00	\$ (10,000.00)		\$ (10,000.00)
License	PSJ Pro	PS Pro - LEIN/NCIC Interface (Criminal History) License Fee		1	-1	-	\$ 1,250.00	\$ (1,250.00)		\$ (1,250.00)
Service	PSJ Pro	Project Management		1	-1	-	\$ 1,700.00	\$ (1,700.00)		\$ (1,700.00)
									Total:	\$ (22,950.00)
Project Payment Terms: Payment due in full 30 days from date of invoice										
Credit will be applied to the final project Invoiced. Annual maintenance would decrease in the amount of \$3,719										
									Total:	\$ (22,950.00)
Total Payments: \$ (22,950.00)										
Summary Information & Project Notes										
					Send Purchase Order to: Account Management					
					Send Payments to: CentralSquare Technologies, LLC 12709 Collection Center Drive Chicago, IL 60693					
Issued by: Shelly Lyle										
Contact Info:										
Terms and Conditions										
Proposed Change Order is valid for 60 (sixty) days. The terms and conditions outlined in the original contract apply to this change when fully executed.										
By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and either, (i) attach a copy of this change order to your purchase order when it is remitted to CentralSquare, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice for this change order, sign below and email this change order to your account manager to indicate your acceptance.										
<input type="checkbox"/> Purchase Order required and attached, reference PO# _____ on invoice					<input type="checkbox"/> No Purchase Order required to invoice					
Please check one of the following:										
<input type="checkbox"/> I agree to pay any applicable sales tax.					<input type="checkbox"/> I am tax exempt. Please contact me if CentralSquare does not have my current exempt information on file.					
Accepted for Client										
					Tuscola County Central Dispatch, MI					
					Client Agency/Entity Name: Sandra Nielsen					
					DocuSigned by: Director					
					Print Name: Sandra Nielsen					
					Client Authorized Representative: Sandra Nielsen					
					Signature: 1B2ACD0F89594EF...					
					Date: 6/8/2021					



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

5/5/22

RE: 2022 Marine Safety Program Grant

When applying for the Grant funding, I request Federal funds. That means we are able to spend up to the amount they give us. The 2022 Grant Agreement was made available on Tuesday 5/3. This year, due to the DNR's Federal funding being reduced, they had to do some shifting between the funding sources. They chose to switch us to State Funds which is a 75% reimbursement of total eligible costs up to a maximum payout this year of \$13,900. In order to receive any reimbursement from the DNR for the Marine program, the County has to be able to commit to paying 25% of the total expenses for the year. Based on their \$13,900 maximum amount, the most the County would have to commit to would be \$3,475.00. Variables including weather, boat repairs, accidents, and this year particularly, gas prices, have an effect on the amount of time and money we are able to spend each year maintaining the equipment and enforcing marine laws. Based on our average expenses, I would anticipate the County's 25% match to be anywhere from \$2500 - \$3500.

Debbie Mika



Michigan Department of Natural Resources - Grants Management
2022 MARINE SAFETY PROGRAM (STATE FUNDING)
GRANT AGREEMENT

Required by authority of 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and Tuscola County Sheriff Department ("GRANTEE").

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for the purposes of marine safety law enforcement related activities. The total amount obligated with this award is:

	Federal Funds (100%)	State Funds (75%)
Operating	\$0.00	\$13,900.00
Equipment	\$0.00	\$0.00

Salaries, Wages and Benefits for:

- ❖ Marine Safety Law Enforcement and Related Activities;
- ❖ Instruction of Boating Safety Courses;
- ❖ Inspection of Boat Liveries;
- ❖ Attendance at Authorized Marine Safety Training (attendance at the Department's Annual Administrators' Workshop and the Michigan Sheriffs' Association's New Marine Officers Training are pre-authorized).

Operating Expenses for the Scope Items Listed Above, including:

- ❖ Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
- ❖ Travel expenses;
- ❖ Uniforms, personal flotation devices, boat shoes, etc.;
- ❖ Leasing of vehicles, dockage, storage, eligible office space;
- ❖ Boat repair, replacement and/or servicing of boat outfitting equipment.

2. Salary and Wages are reimbursable to the GRANTEE at the employees' hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
3. The percentage of the GRANTEE'S total budget devoted to operating expenses shall not exceed Forty percent (40%), unless prior approval has been obtained from the DEPARTMENT.
4. Part 801 Marine Safety, of the Michigan Natural Resources and Environmental Protection Act (1994 PA 451, as amended), authorizes the distribution of revenues to counties from the Marine Safety Fund, for the purpose of supporting county Marine Safety programs. State funding, in the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program.

The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 75% of total eligible costs toward completing the scope of work listed above, but not to exceed Thirteen Thousand Nine Hundred Dollars and Zero Cents (\$13,900.00), which is the total amount awarded under this agreement.

A local match of at least 25% of total eligible costs is required for this reimbursement.

The Agreement period for state funding is **January 1, 2022** through **December 31, 2022**.

Completed reimbursement request and documentation of operating expenditures are due no later than **March 1, 2023**.

5. This Agreement shall be administered on behalf of the DEPARTMENT through the Finance and Operations Division. All reports, documents, or actions required of the GRANTEE shall be submitted through MiGrants website unless otherwise instructed by the DEPARTMENT.
6. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website. The indirect rate for this award is zero because it has been waived by the GRANTEE.
7. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.

8. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
9. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
10. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
11. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
 - a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than \$50,000.00 and accept the lowest qualified bid.
 - b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between \$5,000.00 and \$50,000.00.
12. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed it and returned it, and
 - b. The DEPARTMENT has signed it.
13. The award is not for Research and Development

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE

SIGNED:

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

SIGMA Vendor ID: _____
 SIGMA Address ID: _____
 Unique Entity Identifier: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By: _____
 Section Manager
 Title: _____
 Date: _____

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

NEU Summary – Collaboration Opportunities

NEU	NEU Allocated ARPA Funds	Collaboration Details	Amount Requested
Cass City Village	\$238,226	Support for a Wastewater Plant Project of Approximately \$16 Million	\$250,000
Columbia Township	\$75,571	Support for a Potential new Fire Hall for Akron, Wisner and Columbia (ACW) Fire Department	TBD
Vassar City	\$266,067	<ul style="list-style-type: none"> • Fire Department Squad Vehicle \$300,000 • Public Safety Radios \$140,000 • Expansion of Sewer Service into Tuscola Twp. \$1,060,000 	\$1,500,000
Denmark Township	\$159,410	Requesting assistance to replace failing sewer lagoons. Also reaching out to State of Michigan for assistance.	\$800,000
		Estimated Total of NEU's as of 5-09-22	\$2,550,000



April 27, 2022

Clayette Zechmeister
Tuscola County Controller/Administrator
125 W. Lincoln St. Suite 500
Caro, MI 48723

Re: Resolution to Request Tuscola County ARPA Funding

Dear Clayette,

Enclosed you will find a certified resolution from the Village of Cass City Village Council requesting Tuscola County ARPA funding for the Wastewater Treatment Plant project in the amount of \$250,000.

Thank you for your assistance and support of our request. If you have any questions or concerns, please contact me.

Sincerely,

Debbie Powell
Village Manager

Enclosure - Resolution

This institution is an equal opportunity provider and employer.

6506 Main St., P.O. Box 123, Cass City, MI 48726 * 989-872-2911 * Fax 989-872-4855 *
TTY 989-872-4742 or e-mail: casscity.org

VILLAGE OF CASS CITY

RESOLUTION TO REQUEST TUSCOLA COUNTY ARPA FUNDING FOR THE WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, the Village of Cass City must renovate their 40 year-old wastewater treatment plant at an estimated cost of \$15,500,000; and

WHEREAS, the Village of Cass City is the recipient of federal ARPA funds in the amount of \$238,226 which will be used for the engineering and design costs of the renovated wastewater treatment plant, estimated to be \$1,500,000; and

WHEREAS, the Village of Cass City, to reduce the impact on sewer rates for sewer customers, is seeking additional funding sources for the wastewater treatment plant project;

NOW, THEREFORE BE IT RESOLVED, the Village of Cass City would like to collaborate with Tuscola County concerning the renovation of the wastewater treatment plant; and requests a one-time appropriation of the Tuscola County ARPA funds for this project in the amount of \$250,000.

ROLL CALL:

AYE: *Ball, Hartzell, Herron, Kirn, Leeson, Piaskowski
and Delamarter*

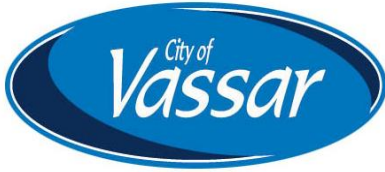
NAY: *None*

ABSENT: *None*

ABSTAIN: *None*

RESOLUTION: *Adopted, April 25, 2022*





Office of the City Manager

Andrew Niedzinski

*287 East Huron Avenue
Vassar, MI 48768
(989) 823-8517*

4/21/2022

Tuscola County Board of Commissioners
125 W. Lincoln St.
Caro, MI 48723

City of Vassar American Rescue Plan Act Request

Honorable Board of Commissioners:

On behalf of the City Council and the Residents of the City of Vassar I want to thank you for giving us the opportunity to request funding from Tuscola County's American Rescue Plan Act (ARPA) allotment. Undoubtedly, you folks will look at some great proposals, and have some very tough decisions. The City of Vassar's requests are meant promote more partnerships and improve regional services. They will benefit, not only the City, but our neighbors in the Townships. In this proposal you will find three project requests that total \$1.5 Million: Fire Department Squad, Radios for Public Safety and the expansion of sewer service into Tuscola Township.

Fire Department Squad Vehicle:

Request \$300,000

The City of Vassar Fire Department provides fire protection to the City of Vassar most of Vassar Township, parts of Tuscola Township and Juniata Township. Our current contract with our neighboring townships require that they share the cost of Capital improvements over \$50,000, that have wheels. As you are aware, there is not a part of fire protection that is low cost. Fire Departments throughout the County continually seek funding to support their departments. Vassar is no different, our department is funded through charges for services and a special assessment our firefighters are always looking for other sources of revenue to upgrade our equipment.

Fiscal year 2023, the City has given notice of our intent to purchase a 2023 Chevrolet Silverado to serve as our "Grass Truck." Our township partners are able to support their share of the purchase of \$77,500. This vehicle is not our greatest need. Our next capital purchase is our greatest need we will be replacing our Squad Vehicle for about \$300,000. This vehicle transports firefighters, equipment, supplies and is a source of power on an emergency site. The

purchase will be a substantial purchase for the City and our neighboring townships, a will put financial stresses on their budgets. Below is the expected cost breakdown for the purchase of a new squad vehicle between the City and our Fire Coverage Area:

Vassar City	\$128,190
Vassar Township	\$104,640
Tuscola Township	\$44,490
Juniata Township	\$22,680

Supporting this project, the County will be supporting four different units of government.

Public Safety Radios:

Request \$140,000

Recently Tuscola County 911 Dispatch Director informed the Authority Board of a new encryption requirement. Tuscola Counties public safety radios fail to meet up to the new Encryption standard. With updated encryption residents will no longer be able to listen to scanner feeds this will enhance the privacy of Tuscola County residents and increase the safety of our law enforcement officers. Historically, when there is a need to replace the whole system Tuscola County financially supported their replacement. The shift of burden to the local jurisdiction has a heavy weight to all our budgets, not only the City of Vassar, every Police, Fire and Ambulance Service are affected.

The City of Vassar currently owns 30 Radios; Vassar Police Department operates 4 mobile squad car units, and 6 portable wearable units. Vassar Fire Department operates 6 mobile units, and 14 wearable units.

The Vassar Police Department is proud to support the Tuscola County Sheriff's with our mutual aid agreements. Daily, Vassar's law enforcement officer supports Sheriff Deputies outside our jurisdiction. In the evening, our unit is often the only law enforcement vehicle in the south end of Tuscola County. During these midnight hours, Vassar's Road Patrol Officer offers critical first response to complaints outside our jurisdiction.

Vassar, Tuscola and Juniata Townships help Vassar Fire Department purchase vehicles, they do not help with the cost of equipment, supplies or the Fire Hall. 57.27% of Vassar Fire Department responses are within our neighboring townships. These radios are used to ensure fire responders have good communication on structure fires, rescues and auto accidents.

Expansion of Sewer Service into Tuscola Township:

Request \$1,060,000

The City of Vassar and Tuscola Township have not had the best relationship when it comes to the M-15 Corridor. This stems from an annexation attempt in 1991, when the city failed to

receive enough signatures to allow an annexation. They then attempted to convince the State Boundary Commission to allow the annexation. During that time the City Manager, Mike LaChance stated, "Business owners are requesting the city provide sewer and water services."

In 2020, business owners were once again requesting city services be brought into Tuscola Township. The City, Tuscola Township and the Vassar Building Center worked together to expand Municipal water 1,200 feet; no annexation was required. This opportunity was an excellent way to promote a long-lasting partnership with Tuscola Township and further economic growth to the Vassar area. Two years later the City has been asked by representatives from Cook GM-Buick to expand our sewer and water system further into the Tuscola Township.

Expanding our water system an additional 1,000 Feet to supply Cook GM-Buick can be done with relative ease. The Vassar Water Department operates 4 municipal wells and a 300,000-gallon water tower that has the capacity to add new customers.

Our sewer system will need some improvements in order to add on additional flow from Township customers. Our rough estimates include the installation of a lift station, 3,500 feet of sewer main and a river crossing at Spruce St. The City is working with our engineer to get proper estimates on costs. Our intent is to work in partnership with Tuscola Township to leverage the county's allocation with private dollars to obtain state grants to improve our system and accommodate additional sewer customers.

This proposed sewer expansion and water will be the catalyst for future growth and economic development on the M-15 Corridor in Tuscola Township. Most importantly, the City does not want to annex township businesses or residents.

City of Vassar ARPA Allotment

The City received \$267,135.52 in funds from American Rescue Plan Act. These funds are planned on being allocated into our water system. We purchased a Vac truck allocating \$85,000 of ARPA funds. The City will be using the balance of the funds in support of a Drinking Water Stae Revolving Fund request.

Once again, I thank you for the opportunity to submit a proposal for your review. These three projects would increase the City of Vassar's ability to provide services to our neighbors and strengthen our regional partnership.

Best regards,



Andrew Niedzinski
City Manager



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

ARPA Funds

3 messages

Clayette Zechmeister <zclay@tuscolacounty.org>
To: columbiatwsp@att.net, columbiaassessor@gmail.com

Thu, Apr 21, 2022 at 8

Good Morning,
The Commissioners would like to identify the amount that you would request for assistance with your New Fire Department. Right now Guidehouse has this information:

NEU	ARPA Amount	Collaboration Details	Amount Requested
Columbia Township	\$75,571	Support for a new Fire Department	TBD

Please let me know as soon as possible as the Commissioners will be discussing on Monday April 25th

Thank you

--

Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org

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Christine Kolar <clerk@columbiatownshipmi.com>
To: zclay@tuscolacounty.org
Cc: Kathy Trischler <Supervisor@columbiatownshipmi.com>

Sat, Apr 23, 2022 at 1:10 PM

Hello Clayette,

In response to your request for information for use of ARPA funds for Columbia Township, we are in the early exploratory phase of utilizing the funds for building a new fire hall to house the Akron, Columbia, Wisner Fire Department. We feel it to be a much-needed item for our fire department and a beneficial way to make good use of the funds within our community.

We have early rough estimates through investigation of touring municipalities with similar facilities and determining what type of facility would best suit the needs of our fire department. This, along with the increased cost of building supplies, show that such a project would cost anywhere from 1.5-2 million dollars. A determination as to whether we will commit our ARPA funds to the project is still in progress as we iron out more specifics and additional funding.

If there is any further information you may need, please feel free to contact me or Kathy Trischler whom I have cc'd on this email. Kathy serves on the ACW Fire Department Board and has been involved in the exploration stages.

Sincerely,

Christine Kolar
Columbia Township Clerk
(989) 280-9602
(989) 280-3257 cell

----- Forwarded message -----
From: **Christine Kolar** <ckolar@airadvantage.net>
Date: Fri, Apr 22, 2022 at 4:35 PM
Subject: FW: ARPA Funds
To: Christine Kolar <clerk@columbiatownshipmi.com>

Sent from Mail for Windows

From: [Dara Hood](#)
Sent: Thursday, April 21, 2022 8:17 AM
To: [Christina Parmenter](#); [Christine Kolar](#); [Kathy Trischer](#); [chris creguer](#)
Subject: Fwd: ARPA Funds

[Quoted text hidden]

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--
Columbia Township Clerk
[4870 French Rd.](#)
[Unionville, MI 48767](#)
(989)-280-9602

Clayette Zechmeister <zclay@tuscolacounty.org>
To: Christine Kolar <clerk@columbiatownshipmi.com>
Cc: Kathy Trischler <Supervisor@columbiatownshipmi.com>

Wed, Apr 27, 2022 at 3:39 PM

Received, thank you!
[Quoted text hidden]



DENMARK TOWNSHIP

P.O. Box 44 • Richville, MI 48758 • 989-868-9801 • Fax: 989-868-9669

April 22, 2022

Dear Tuscola County Board of Commissioners:

After working with our new engineer on the sewer lagoon repairs for the Richville Sewer System, we realized that our original estimate for repairs was understated. After studying the original prints and the lagoons, the instability of the sidewalls of the lagoons must be addressed immediately.

Denmark Township would formally request that Tuscola County ARPA grant funds in the amount of \$800,000 be set aside to improve Denmark Township's wastewater treatment lagoons here in Richville. The Township has earmarked 50% of its total ARPA funding (\$79,705.08) for other repairs needed in the Richville Sewer System in addition to this \$800,000 request.

The improvements would correct the current deficiencies which include severe erosion along the lagoon interior side slopes that has exposed the cell liner to ultraviolet rays from the sun that will compromise the liners integrity. If the liner were to fail, severe environmental impacts to the region would be realized.

Thank you for considering our request and helping the Township with this important and necessary project. We have reached out to other sources, but currently have not received any responses.

Respectfully,

Charles J. Heinlein
Denmark Township Supervisor

"This institution is an equal opportunity provider"
TDD-711

Potential ARPA Projects

Key	
●	Low Risk
●	Mid Risk
●	High Risk

Idea	Risk	Amount	Notes
POTENTIAL COUNTY PROJECTS			
COVID Remediation			
HVAC	●	\$20,000	Annex Rooftops
Windows	●	TBD	
Ventilation	●	TBD	
Treasurers Office Window	●	\$4,000 - TBD	Purdy Building Windows
Parks and Rec upgrades	●	\$200,000	Vanderbilt Park Playground equipment, canoe launch, signage, roads
Chest Compression	●	\$150,000	10 Units at \$15,000
Health Department Storage Building	●	\$500,000	Events, such as drive through clinics. Storage for PPE. Potentially part of a larger multiuse project with Morgue/ME
Medical Examiner/Equipment/Morgue/Cold Storage	●	\$600,000	Potentially part of larger multiuse project with the Health Department Building

Potential ARPA Projects

Key	
●	Low Risk
●	Mid Risk
●	High Risk

Idea	Risk	Amount	Notes
POTENTIAL COUNTY PROJECTS (Cont.)			
New Driveway at Recycling Center	●	\$10,000-\$20,000	Concrete Driveway Replacement for Dirt Driveway
Tuscola County Space Needs/Emergency Response Center	●	TBD/Rent for 2022-2026/Build out Costs	Space for IT, Emergency Services, Large Meeting/Training Room, Remote Court, GIS
County Clerks Office	●	TBD	Redesign Office to separate employee space from public space and Walk-up Window
Estimated Total of County Projects as of 5-09-22		\$1,494,000	

Potential ARPA Projects

Key	
●	Low Risk
●	Mid Risk
●	High Risk

Idea	Risk	Amount	Notes
OTHER POTENTIAL PROJECTS			
Human Development Commission			
Roof Repair	●	\$300,000	30 roofs/HDC
Septic System	●	\$160,000	20 @ 8k each/HDC
Medical Transport Subsidy	●	\$108,000	Thumb Body Transit System 3 year expansion project
Well System	●	\$200,000	20 @ 10k/HDC
Affordable Housing	●	TBD	Housing Homeless
Fairgrounds			
Tuscola County Fair Funding	●	\$248,300	Repave Midway and parking areas. (Uses of lost revenue or TBD proper way to deliver funds)
Estimated total of Other Potential Projects as of 5-09-22		\$1,016,300	

Completed/Ongoing ARPA Projects

Idea	Risk	Amount	Notes
Enclosure for FOC counter	●	\$7,600	Completed in 2022
Premium Pay	●	\$1,500,000	County Completed Health Department in the process.
Justice AV Solutions	●	\$294,619	Audio and Visual for Hybrid Courtroom Environment/Project Complete
Guidehouse Inc.	●	\$20,521	Not Complete – Ongoing – Not to exceed \$200,000
Pro Com Inc. and CDW	●	\$1,600	Automatic Vehicle Locator (AVL)
Infrastructure	●	\$40,000	Fiber Optic to Animal Shelter (Approved not spent)
Gabridge & Co	●	\$3,000	Identify Revenue Losses

Completed/Ongoing ARPA Projects

Idea	Risk	Amount	Notes
Provision of Government Services	●	\$6,883,096.41	This reimbursement of previous costs would free up an equal amount for the general fund going forward.
Estimated Completed/Ongoing Approved ProjectsTotal		\$8,750,436.41	

Summary ARPA Projects Costs/Balances

Idea	Risk	Amount	Notes
County ARPA Awarded Funds		\$10,147,979	
Completed/Ongoing Projects		\$8,750,436.41	Up to \$6,883,096.41 can be used to cover potential projects
County Potential Projects		\$1,494,000	
Other Potential Projects		\$1,016,300	
Potential NEU Collaboration Opportunities		\$2,550,000	
Balance		(\$3,662,757.41)	(This can be used an offset with the \$6,883,096 balance being \$3,220,339)