



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, May 12, 2022 – 8:00 AM

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

Public may participate in the meeting electronically:

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Bardwell
Prayer - Commissioner Grimshaw
Pledge of Allegiance - Commissioner DuRussel
Roll Call - Clerk Fetting

Page

Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 5 - 13
[Board of Commissioners - 28 Apr 2022 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda

- [Committee of the Whole - 09 May 2022 - Minutes - Pdf](#) 14 - 17
1. Tuscola County Treasurer Request
 2. 2022 Marine Safety Program Grant

New Business

1. Ottawa County Juvenile Detention Center Bed Rental Agreement 18 - 25
[Ottawa County Juvenile Detention Center Bed Rental Agreement](#)

Old Business

1. Dispatch Furnace Repair Project 26 - 30
[Dispatch Furnace Repair Quote](#)

Correspondence/Resolutions

1. [Department of Health and Human Services \(DHHS\) Letter Regarding Health Officer Credentials](#) 31 - 32
[State Approval Letter- Dr. Hamed](#)
2. [Legislative Update 5-6-22 - The Michigan Association of Counties](#) 33 - 38
3. [Road Commission Board Minutes 4-14-22](#) 39 - 40
4. [Village of Fairgrove Industrial Facilities Exemption Public Hearing](#) 41 - 42
5. [Kalamazoo County Resolution to Amend the Michigan Auto Insurance Reform Act](#) 43 - 45
6. [Region VII Area Agency on Aging-Call for Letters of Intent](#) 46 - 51

Commissioner Liaison Committee Reports

Bardwell

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
MAC Finance Committee
TRIAD
Local Units of Government Activity Report

Young

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)

Jail Planning Committee
MAC Agricultural/Tourism Committee
Region VII Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

Vaughan

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Grimshaw

Behavioral Health Systems Board
Recycling Advisory
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

DuRussel

Board of Health
Community Corrections Advisory Board
Department of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting, please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, April 28, 2022

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

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Thursday, April 28, 2022, to order at 8:00 AM local time.

Prayer - Commissioner DuRussel

Pledge of Allegiance - Commissioner Young

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, Dan Grimshaw

Commissioner Grimshaw arrived at 8:07 a.m.

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Shelly Lutz, Renee Francisco, Jon Ramirez, Deanna Higley, Ryan Pierce, Jim Hook, Barb Thayer, Register John Bishop, Mark Ransford, Damian Wasik, Steve Anderson, Cody Horton

Also Present Virtual: Treasurer Ashley Bennett, Cindy Hughes, Barry Lapp, Cody Horton, Dara Hood, Debbie Babich, Mark Haney, Matt Brown, Steve Root, Steve Anderson, Tracy Violet, Mark Ransford, Jessica VanHove, Renee Francisco, Linda Strasz, Register John Bishop, Angie Daniels, Angie House, Missie Jaster, Tim Green

At 8:08 a.m., there were a total of 19 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda

2022-M-084

Motion by Thomas Young, seconded by Doug DuRussel to adopt the agenda as presented. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2022-M-085

Motion by Doug DuRussel, seconded by Kim Vaughan to adopt the meeting minutes from the April 14, 2022 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2022-M-086

Motion by Thomas Young, seconded by Doug DuRussel that the Consent Agenda Minutes from the Special Committee of the Whole meeting held on April 20, 2022 and the Consent Agenda Minutes and the Consent Agenda Items from the April 25, 2022 Regular Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Health Department 2021 Audit Presentation -
Move to receive and place on file the Tuscola County Health Department 2021 Audit.
2. Jail Stove Bids -
Move to award the Jail stove bid to Douglas Equipment from Bloomfield, West Virginia in the amount of \$15,240.00.
3. Budget Amendments for First Quarter -
Move to approve the first quarter budget amendments to the 2022 Health Insurance and Retirement budgets and the various General Fund expenditures as presented by the Controller/Administrator at the Committee of the Whole meeting on April 25, 2022.
4. Tuscola County Medical Care Facility Funds Transfer Request for Various Capital Projects -
Move that per the request from the Medical Care Community Chief Executive Officer, Brenda Kretschmer, that \$119,526.89 be transferred from the Voted Medical Care Facility Fund (298) to the regular Medical Care Facility Fund (291) for the items listed in the April 21, 2022 letter.

New Business

1. Employee Retirement Resolution 2022-05 Honoring Deanna Higley -

2022-M-087

Motion by Thomas Young, seconded by Dan Grimshaw that County Resolution 2022-05 honoring Deanna Higley, Tuscola County Sheriff's Office Records Clerk, for over 20 years of dedicated public service to the citizens of Tuscola County be approved and placed on file.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, and Dan Grimshaw

Motion Carried.

2. Employee Retirement Resolution 2022-06 Honoring James Hook -

2022-M-088

Motion by Thomas Young, seconded by Kim Vaughan that County Resolution 2022-06 honoring James Hook, Tuscola County Sheriff's Office Detective/Road Patrol Sergeant, for 27 years of dedicated public service to the citizens of Tuscola County be approved and placed on file.

Roll Call Vote:

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, and Dan Grimshaw

Motion Carried.

3. Employee Retirement Resolution 2022-07 Honoring Ryan Pierce -

2022-M-089

Motion by Thomas Young, seconded by Doug DuRussel that County Resolution 2022-07 honoring Ryan Pierce, Tuscola County Sheriff's Office Road Patrol Sergeant, for over 27 years of dedicated public service to the citizens of Tuscola County be approved and placed on file with the year corrected to 2018.

Roll Call Vote:

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, and Dan Grimshaw

Motion Carried.

4. Employee Retirement Resolution 2022-08 Honoring Barbara Thayer -

2022-M-090

Motion by Thomas Young, seconded by Doug DuRussel that County Resolution 2022-08 honoring Barbara Thayer, Tuscola County Sheriff's Office Corrections Training Officer and District Court Probation Deputy Court Clerk, for over 20 years of combined dedicated public service to the citizens of Tuscola County be approved and placed on file.

Roll Call Vote:

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, and Dan Grimshaw

Motion Carried.

5. Request to Use Courthouse Lawn for Pumpkin Festival -

2022-M-091

Motion by Doug DuRussel, seconded by Kim Vaughan to approve the request dated April 24, 2022 from the Tuscola County Pumpkin Festival Board to use the Courthouse lawn from October 1, 2022 to October 10, 2022 for the Tuscola County Pumpkin Festival. Motion Carried.

6. CrowdStrike Falcon Platform Antivirus Solution Quote -

2022-M-092

Motion by Thomas Young, seconded by Doug DuRussel that the CrowdStrike Antivirus Solution quote be accepted and any necessary budget amendments be made. Also, all appropriate signatures are authorized. Motion Carried.

Old Business

1. Road Commission Millage and Projected Projects -

2022-M-093

Motion by Thomas Young, seconded by Doug DuRussel that the following language for a millage request to fund the Primary Roads and Street Improvement as reviewed and approved by corporate council be approved. This language is to be placed on the August 2, 2022 ballot.

**TUSCOLA COUNTY
PRIMARY ROADS AND STREET IMPROVEMENT
RENEWAL PROPOSAL**

For a period of eight (8) years, from 2024 and continuing through 2031, both inclusive, shall the previously voted increase in the taxable property rate limitation of Tuscola County be renewed at the rate of .9657 mills (\$.9657 for each \$1,000 of taxable value) to provide funds for primary county roads and streets within Tuscola County? If approved and levied in its entirety, this millage would raise in the first year an estimated \$1,965,917. Revenue shall be disbursed to the Tuscola County Road Commission as well as villages and cities within Tuscola County, and be used exclusively for the construction, repair and maintenance of primary county roads and major streets within Tuscola County. As required by State law, a small portion of the millage may be captured by the Millington Downtown Development Authority, the Cass City Downtown Development Authority, the City of Vassar Downtown Development Authority, and the City of Caro Downtown Development Authority.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel,
and Dan Grimshaw

Motion Carried.

2. Bridge and Street Improvement Renewal Millage -

2022-M-094

Motion by Dan Grimshaw, seconded by Thomas Young that the following language for a millage request to fund the Bridge and Street Improvement Renewal as reviewed and approved by corporate council be approved. This language is to be placed on the August 2, 2022 ballot.

**TUSCOLA COUNTY
BRIDGE AND STREET IMPROVEMENT
RENEWAL PROPOSAL**

For a period of eight (8) years, from 2024 and continuing through 2031, both inclusive, shall the previously voted increase in the taxable property rate limitation of Tuscola County be renewed at the rate of .4807 mills (\$.4807 for each \$1,000 of taxable value) to provide funds for local bridges, roads, and streets within Tuscola County? If approved and levied in its entirety, this millage would raise in the first year an estimated \$978,581. Revenue shall be disbursed to the Tuscola County Road Commission as well as villages and cities within Tuscola County, and be used exclusively for improvement to local bridges, roads and streets within Tuscola County. As required by State law, a small portion of the millage may be captured by the Millington Downtown Development Authority, the Cass City Downtown Development Authority, the City of Vassar Downtown Development Authority, and the City of Caro Downtown Development Authority.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel,
and Dan Grimshaw

Motion Carried.

3. Proposed Resolution Proclaiming the Month of May Motorcycle Awareness Month -

2022-M-095

Motion by Kim Vaughan, seconded by Thomas Young to approve Resolution 2022-09 Proclaiming May as Motorcycle Awareness Month.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel,
and Dan Grimshaw

Motion Carried.

4. American Rescue Plan Act (ARPA) List of Projects, Provision of Government Services Details Potential Action -

2022-M-096

Motion by Thomas Young, seconded by Kim Vaughan to authorize the transfer of \$6,883,096.41 from the American Rescue Plan Act (ARPA) funds to the County General Fund for Provision of Government Services. Also, designate this same amount

as reserved fund balance for Board authorized potential uses in the future. Motion Carried.

5. Resignation of Michael Rolando, Tuscola County Managed Assigned Counsel Administrator -

2022-M-097

Motion by Kim Vaughan, seconded by Thomas Young to regretfully receive and place on file the April 18, 2022 letter of resignation from Michael Rolando, Tuscola County Managed Assigned Counsel Administrator, effective May 31, 2022. Motion Carried.

6. Tuscola County Managed Assigned Council Request to Add Staff Attorney -

2022-M-098

Motion by Kim Vaughan, seconded by Thomas Young that due to the increased demands on the Managed Assigned Counsel Office with the additional Michigan Indigent Defense Commission (MIDC) standards that we authorize the hiring of a new Staff Attorney. Salary will be based on experience up to \$74,057.08 and standard benefit cost of \$30,751.00 for a total potential cost of \$104,808.08. All funds to cover this position are provided by the State of Michigan through the MIDC grant.

Yes: Thomas Young, Thomas Bardwell, and Kim Vaughan

No: Doug DuRussel and Dan Grimshaw

Motion Carried.

7. List of all Potential Sites for County Space Needs reviewed in 2021-2022 -
Board discussed the earlier proposed options of the Frank Street Property, the Ransford-Wasik Property or the adding square footage on to the Annex to solve the Space Need Project. Board discussed the matter at length.

2022-M-099

Motion by Thomas Young, seconded by Kim Vaughan to lease property located at 171 N. State Street, Caro Michigan from Ransford-Wasik, LLC or one of its subsidiaries at \$5.00 per square foot with the final lease agreement to be reviewed by county legal counsel. The project is to be overseen by Building and Grounds Director Mike Miller, Controller/Administrator Clayette Zechmeister and the Board of Commissioners as a whole. Project Funding is approved through ARPA funds for lease costs through 2026 and project renovations.

Yes: Thomas Young, Thomas Bardwell, and Kim Vaughan

No: Doug DuRussel and Dan Grimshaw

Motion Carried.

Correspondence/Resolutions

1. MAC Legislative Update - April 22, 2022
Clayette Zechmeister reviewed the updates.
2. Michigan's Cannabis Regulatory Agency Replaces the Marijuana Regulatory Agency, Brings Hemp Processing into the Fold

3. Road Commission Board Minutes - March 31, 2022

Commissioner Liaison Committee Reports

DuRussel

No Updates

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA
Meeting Cancelled.

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board
Meets in June.

MAC Finance Committee

TRIAD

Local Units of Government Activity Report

Young

Board of Public Works

County Road Commission Liaison

Dispatch Authority Board

Genesee Shiawassee Thumb Works

Great Start Collaborative

Human Services Collaborative Council (HSCC)

Jail Planning Committee

MAC Agricultural/Tourism Committee
Region VII Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report
Attended the Columbia Township meeting.

Vaughan

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
-Caro Strand has been sold. There will be celebration planned as it is 100 years old.
-Caro City has adopted the Water Agreement for the Putman Project awaiting approval by the Indianfields Township Board.
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Grimshaw

No Update.
Behavioral Health Systems Board
Recycling Advisory
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

Other Business as Necessary

None

At 10:35 a.m., there were a total of 24 participants attending the meeting virtually.

Extended Public Comment

-Clerk Fetting expressed her appreciation of Dispatch Director Jon Ramirez in working together to implement processes to streamline communication between their Departments.

Adjournment

2022-M-100

Motion by Doug DuRussel, seconded by Kim Vaughan to adjourn the meeting at 10:38 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk

DRAFT



MINUTES

Committee of the Whole Meeting

8:00 AM - Monday, May 9, 2022

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

Commissioner Bardwell called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, May 9, 2022, to order at 8:00 AM local time.

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, Dan Grimshaw

Commissioner Grimshaw arrived at 8:07 a.m.

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Steve Anderson, Jon Ramirez, Treasurer Ashley Bennett, Cody Horton

Also Present Virtual: Tracy Violet, Carrie Tabar, Steve Root, Don Derryberry, Treasurer Ashley Bennett, Phil Petzold, Cody Horton, Mary Drier, Renee Francisco, Debbie Babich, Mark Haney, Angie Daniels, Kim Brinkman, Barry Lapp, Matt Brown, Brian McComb, Mark Ransford

At 8:10 a.m., there were a total of 23 participants attending the meeting virtually.

County Updates

None

New Business

1. Jason Root, Superintendent/Operations Manager Tuscola County Road Commission - Matter will be moved to the Committee of the Whole on Monday, May 23, 2022.
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 - Mr. Wilson would like to reschedule to an upcoming meeting.
3. Ashley Bennett, Tuscola County Treasurer - Treasurer Bennett explained the request for the new line items to be able to track printing costs for tax bills for the local units. Matter to be placed on the Consent Agenda.

4. HSGP Subrecipient Agreement - Steve Anderson, Emergency Manager -
The resolution has not been approved by the region yet, so Steve Anderson is asking that this matter be placed on a future agenda.
5. Jon Ramirez, Dispatch Director and Eean Lee, Chief Information Officer (CIO) addressing needs of the Dispatch Department -
Court & Law Enforcement Management Information System (CLEMIS)
Tower Project
Generator Project
Furnace Project
Director Ramirez presented various topics regarding the Dispatch Department.

CLEMIS: Director Ramirez explained the request to move the CAD system to CLEMIS. He also explained the costs associated with the transition and how it will impact the budget. Matter to be forwarded to County Legal Counsel for review of the current contract and the proposed new contract. Matter to be brought back before the Board after legal review.

Tower Project: Director Ramirez explained that the tower is supposed to be repainted every 5 years to adhere to FAA guidelines. As an alternative, the lighting can be upgraded to LED lighting which provides daytime and nighttime compliance and the responsibility of monitoring is shifted to the FAA. Board would like the Director to get pricing on this project to present to the Board.

Generator: Director Ramirez stated the current generator needs to be considered for replacement. The Board approved the project a year ago. Mike Miller stated that now that he is involved he will work on gathering pricing on a new generator. Once the pricing has been received, the matter will be brought back to the Board.

Furnace: Director Ramirez updated the Board that there has been a leak in the HVAC system since the Fall of 2021 and the freon had to be recharged. Mike Miller was not made aware of the situation in the Fall so he is now working on getting quotes on replacing the furnace. Once the pricing has been received, the matter will be brought back to the Board. Mike Miller will get an updated price on getting the current system repaired in the short term with the matter to be placed on Thursday's agenda.

6. 2022 Marine Safety Program Grant -
Clayette Zechmeister presented the grant request and the cost to the County associated with it. Matter to be placed on the Consent Agenda.

Old Business

1. American Rescue Plan Act (ARPA) Continued Discussion on the Non-Entitlement Units (NEU's) -
Board discussed the projects presented by the local units. Clayette Zechmeister stated that in working through this process any necessary agreements will be presented to legal counsel for review.

- American Rescue Plan Act (ARPA)- Summary of Other Projects - Clayette Zechmeister presented the requests that have been received to date.

Finance/Technology

Primary Finance/Technology

None

On-Going and Other Finance

None

On-Going and Other Technology

Eean Lee provided an update from his conference.

Building and Grounds

Primary Building and Grounds

None

On-Going and Other Building and Grounds

- State Police Building Annexation - Clayette Zechmeister updated the Board that Caro City and Almer Charter Township have been provided a copy of the adopted resolutions again in order to keep the matter moving forward.

Personnel

Primary Personnel

None

On-Going and Other Personnel

None

Other Business as Necessary

-Commissioner Young discussed the new districts for US Congressional, State Senator and State Representative that will take effect on January 1, 2023.

On-Going Other Business as Necessary

None

Public Comment Period

None

Adjournment

Motion by Thomas Young, seconded by Kim Vaughan to adjourn the meeting at 9:55 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk

DRAFT

OTTAWA COUNTY JUVENILE DETENTION CENTER
BED RENTAL AGREEMENT

This Agreement is made among Tuscola County acting through the authority of the 54th Circuit Court and its legislative funding body, the County Board of Commissioners (collectively the “Placing Agencies”) and Ottawa County, acting through the 20th Judicial Circuit Court (“20th Circuit”) and its legislative funding body, the Ottawa County Board of Commissioners (“Ottawa”):

Whereas, the Ottawa County Juvenile Detention Center (“Detention Center”) is owned by Ottawa County but is a court not county operated juvenile detention facility that is managed by the 20th Circuit Court and is subject to the all rules and regulations under Michigan law pertaining to court management juvenile detention facilities;

Whereas, the Placing Court orders certain court wards into detention and/or treatment facilities; administers the local county Child Care Fund (“Placing CCF”); and desires to enter into this Agreement for the purpose of renting secure detention and treatment beds for delinquent juveniles within its jurisdiction;

Now, therefore in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I
TERM OF CONTRACT

This contract shall begin on May 9, 2022 and will be effective until September 30, 2023 unless terminated earlier as provided herein or as amended by the parties in a like writing signed by all parties. Any party may terminate this Agreement by giving the other parties written notice, postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

II THE DETENTION CENTER'S DUTIES

1. House juvenile offenders ("Juveniles") under the jurisdiction of the Placing Court at the Detention Center. The Detention Center will treat all such Juveniles with respect and in the same manner as other juveniles housed at the Detention Center in accordance with the policies, rules, and regulations of the 20th Circuit and the Michigan Department of Health and Human Services, Bureau of Regulatory Services.
2. In addition to the occupancy of a secured bed/board and care, various treatment services may be available to a juvenile from the Placing Court upon mutual agreement. Additional costs related to the case while a juvenile is in the care of the Detention Center (e.g. psychological or other assessment/testing) fall outside this Agreement and may be arranged with the 20th Circuit, and such arrangement will be documented at the Detention Center and the Court.
3. Although nothing herein shall be considered a third party beneficiary contract nor a waiver of the 20th Circuit's or Ottawa's governmental immunity or any other defense, including but not limited to the fact that the employee's and/or officer's behavior might be outside the scope of employment, and without waiving or modifying the Ottawa Indemnitees' defense and indemnification rights below, the Detention Center and the 20th Circuit will defend and indemnify the Placing Agencies from any liability alleged or imposed as a result of the gross negligence or intentional conduct of an Ottawa Indemnitee. The Placing Agencies must promptly notify Ottawa of any such claim so that Ottawa can defend.

III
THE PLACING AGENCIES AGREE TO:

1. Conduct appropriate and necessary legal proceedings and provide the Detention Center with a valid court order detaining the Juvenile(s).
2. Contact the Detention Center Superintendent (or designee) to make the initial referral and determine bed space availability. If substance abuse treatment is being sought for the referred juvenile prior to this call, the Placing Court will have the juvenile assessed by a substance abuse provider for the appropriate clearances necessary for this type of treatment.
3. Obtain medical releases for the Juvenile and provide all information requested by the Detention Center's administrative staff. The Placing Agencies will also be responsible for all necessary arrangements, such as transportation, prescriptions, surgery, post-surgical care, psychological testing, medical and dental care and costs of all desired services not normally provided at or by the Detention Center or its staff, including, but not limited to, medical, dental, mental health, optical care or testing for the conditions not directly related to or arising from housing of the Juvenile at the Detention Center.
4. Provide weekly contact between the Placing Court's caseworker and Juvenile, unless other specific arrangements to the contrary are agreed upon by the Detention Center.
5. Hold harmless and defend and indemnify Ottawa and/or the 20th Circuit and their judges, officers and employees ("Ottawa Indemnitees") from any and all claims of or for liability, loss or damage, including but not limited to defense costs and attorney fees that the Ottawa Indemnitees may suffer arising out of, or in connection with the detention of a Juvenile pursuant to this Agreement, including but not limited to any services provided by the Detention Center, but excluding costs and liability arising from the gross negligence

or intentional acts of the Ottawa Indemnitees. The Placing Agencies further agree that Ottawa may select defense counsel and arrange for the defense of any such liability claims asserted against the Ottawa Indemnitees and the Placing Agencies will reimburse Ottawa for any reasonable costs and fees incurred to defend against any claims, demands, actions or suits brought against the Ottawa Indemnitees arising out of or in connection with service to the Juvenile(s) hereunder, provided that such reimbursement obligation shall not apply to any defense costs or attorneys' fees associated with a judicial finding that an Ottawa Indemnitee is liable for a tort of gross negligence and/or an intentional tort against the Juvenile.

IV COMPENSATION

1. In consideration for the services provided by the Detention Center under the terms of this agreement, for youth referred to it by the Placing Court and accepted by the Detention Center, the Placing Agencies agree to reimburse Ottawa in accordance with the terms specified below:

- A. Detention bed rental - \$250.00 per day
- B. Treatment programs - \$325.00 per day
- C. Psychological Assessments - \$400.00 per assessment (if done by the 20th Circuit; additional costs for specialized testing may be higher based on agreement from the Placing Court)

2. The 20th Circuit will submit an invoice to Placing Court by the tenth (10th) working day of the month following the month in which services were provided. The invoice will list the names of juveniles and the days of service provided as well as the per diem rate.

3. The Placing Agencies shall issue payment within thirty (30) days from receipt of the invoice. Questions or discrepancies must be submitted in writing to the Detention Center within ten (10) days of receipt of the invoice.

4. The Placing Agencies recognize the Detention Center has calculated the rates above based on its actual costs. By signing this Agreement and placing the Juvenile(s) in the Detention Center, the Placing Court is finding that services of the Detention Center are necessary for the Juvenile(s) and the fees reasonable and necessary for his, her or their treatment, irrespective of any limitation on reasonable and necessary costs imposed by the State of Michigan or limitation on state contributions to the local Child Care Fund.

5. The Placing Agencies further recognize the Detention Center reserves the right to change programs and/or increase costs and fees of the programs above as costs dictate in the sole discretion of the 20th Circuit Court. The Detention Center shall endeavor to give advanced notice of any increases and to keep increases to a minimum to the Placing Agencies, but circumstances may not enable such advanced notice.

V MISCELLANEOUS PROVISIONS

1. The Detention Center reserves the right to refuse admittance of any juvenile not under the jurisdiction of 20th Circuit when such admittance would unduly burden the facilities or create disadvantage for other juveniles under the management or jurisdiction of the 20th Circuit. In addition, The Detention Center may temporarily deny admission when the Detention Center census is too high. The Detention Center may also order the removal within twenty (24) hours of any juvenile whose continued presence is unduly detrimental to the welfare of such juvenile, or any juveniles in the Detention Center, or to the general operation of the detention facility. This right to order removal may be invoked in situations when:

- A. Complete and proper documents are not presented with the juvenile at the time of detention;
 - B. Medical conditions or injuries requiring immediate medical or mental health treatment;
 - C. The juvenile is in such an emotional or distraught state as to be a risk to themselves or other juveniles at the Detention Center or employees in the Detention Center.
2. Neither party shall discriminate against or give preference to any Juvenile placed and cared for because of that Juvenile's race, color, creed, national origin, religion, sex or disability.
 3. No officer, agent or employee of any of the parties to this Agreement shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.
 4. It is expressly acknowledged and agreed the parties shall observe the confidentiality of information, applicable provisions of Michigan Court Rules; County, State and Federal regulations pertaining to records, access to which is provided by Placing Court and/or 20th Circuit.
 5. This Agreement may be modified or amended only by a writing duly executed by the parties as provided below.
 6. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations or agreement between the parties, either verbal or written, are superseded by this Agreement. This Agreement may only be modified by a written agreement signed and approved by all parties in a manner like the original Agreement's approval.

7. This Agreement is not intended as a third-party beneficiary contract and may not be assigned. No party may claim a benefit to or right in this Agreement or its provisions or services hereunder, except the parties signing below.

8. Any claim arising out of the performance of this Agreement or any of the services provided herein must result in a lawsuit against a party below within six (6) months of the date of the alleged performance breach or the date of the incident allegedly giving rise to the liability or shall be considered time-barred, waived or otherwise released and the party wishing to assert such a claim covenants that it will not file suit after such six (6) months has elapsed. In the event this provision is violated, the party violating stipulates to the immediate dismissal of such a lawsuit and payment of reasonable attorney's fees.

TUSCOLA COUNTY/ 54th CIRCUIT COURT

By: _____

Hon. Nancy L. Thane, Judge
54th Judicial Circuit Court

Dated: _____

By: _____

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Dated: _____

DETENTION CENTER/ 20th CIRCUIT COURT

By: _____

Honorable Jon A. Van Allsburg, Chief Judge
20th Circuit Court

Dated: _____

By: _____

Matthew Fenske, Chairperson
Ottawa County Board of Commissioners

Dated: _____

By: _____

Justin Roebuck
Ottawa County Clerk/Register of Deeds

Dated: _____



911 Liebert leak repair
Quote Prepared by Kevin Hopkins
05/09/2022



PROPOSAL

Account Information

Bill To:	TUSCOLA COUNTY COURTHOUSE 125 W LINCOLN ST CARO MI USA 48723
Quote Reference Number:	1-1HV0GW82
Project Name:	911 Liebert leak repair
Site:	COUNTY OF TUSCOLA 207 E GRANT ST STE 4 CARO MI 48723-1652
Branch Info:	JOHNSON CONTROLS SAGINAW TRAVERSE MI CB - 0N14
Attn:	Mike MillerUSA

Customer Information

Name: Mike Miller

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$8,160.00

This proposal is valid through: 06/08/2022

TUSCOLA COUNTY COURTHOUSE

Johnson Controls Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Proposal Overview

Benefits/Scope of Work: To provide labor and material to remove refrigerant, remove both compressors and replace oil pan, pump and bell gaskets. Replace leaking solenoid and expansion valve. Replace driers. Evacuate to 500 microns and charge existing refrigerant. Check subcooling and add any refrigerant that is required. Refrigerant cost is not included in the quote since we can't know how much it will require. Refrigerant is r-22.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. COVID-19 Vaccination. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including

but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder.

12. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply Johnson Controls with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

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

19. DIGITAL ENABLED SERVICES. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. Customer owns all the right, title and interest in and to the Customer data. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms

shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. Company as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

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

23. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

GRETCHEN WHITMER
GOVERNOR

ELIZABETH HERTEL
DIRECTOR

September 17, 2021

Mr. Thomas Bardwell
Chair
Tuscola County Board of Commissioners
125 Lincoln Street, Suite 500
Caro, MI 48723

Dear Mr. Bardwell:

We received communication requesting approval of Ms. Amanda Ertman to serve as the Provisional Health Officer for the Tuscola County Health Department, beginning September 30, 2021, until September 30, 2024.

After reviewing Ms. Ertman's credentials and based on the requirements of the Michigan Public Health Code (PA 368 of 1978, as amended), I have determined that Ms. Ertman meets the requirements for Provisional Health Officer with the following caveats of obtaining, over the appointments course, 1) an MPH or MSPH and, 2) a mentorship with a fully appointed Health Officer in a Michigan Local Health Department.

We look forward to working with Ms. Ertman and all our colleagues at the Tuscola County Health Department. If you have questions or need assistance, please contact Ms. Laura de la Rambelje, Director of Local Health Services, at 517-388-7302 or by email at delarambeljeL@michigan.gov.

Sincerely,

Alexis D. Travis, PhD
Senior Deputy Director
Public Health Administration

AT:hm

c: Local Health Services
Ms. Amanda Ertman

RECEIVED

MAY 02 2022

TUSCOLA COUNTY
HEALTH DEPARTMENT



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

October 5, 2021

Ms. Ann Hepfer
Health Officer
Huron and Tuscola Health Departments
1142 South Van Dyke
Bad Axe, M 48413

Dear Ms. Hepfer:

We received communication requesting approval of Dr. Mustafa Hamed to serve as the fully appointed Medical Director for the District Health Department #2, Huron County Health Department, Tuscola County Health Department, Lapeer County Health Department and Sanilac County Health Department, effective September 30, 2021. After reviewing credentials and based on the requirements of the Michigan Public Health Code (PA 368 of 1978, as amended), I have determined that Dr. Hamed meets the requirements for Medical Director.

We look forward to working with Dr. Hamed, and all our colleagues at the District Health Department #2, Huron County Health Department, Tuscola County Health Department, Lapeer County Health Department and Sanilac County Health Department. If you have questions or need assistance, please contact Ms. Laura de la Rambelje, Director of Local Health Services, at 517-388-7302 or by email at delarambeljeL@michigan.gov.

Sincerely,

A handwritten signature in cursive script that reads "Alexis D. Travis".

Alexis D. Travis, PhD
Senior Deputy Director
Public Health Administration

Attachments

AT:hm

c: Local Health Services
Dr. Mustafa Hamed

Member Portal	MACPAC	Advocacy ▾	Affiliate / Corporate	Education ▾
Magazines	Documents	Membership Directory		

Legislative Update 5-6-22

WRITTEN BY [DEREK MELOT](#) ON MAY 6, 2022. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MARKETING](#), [NACO](#)

FOIA bills threaten integrity of public bodies

Legislation that alters the Freedom of Information Act in ways detrimental to county government will be up before the House Committee on Oversight (Chair Steve Johnson) next week and MAC needs your voice to urge the House to set aside this ill-advised package.

Among the problems in the package are provisions to impose penalties on public bodies when mistakes are made, an inevitable increase in costs for compliance with the act and the removal of the anonymity of volunteer task force members when serving their communities.

[House Bill 5921](#), by Rep. Steve Johnson (R-Kent), limits the reason for FOIA request denial to only the ones(s) stated in the beginning. This amendment could have the unintended consequences of releasing protected records if someone didn't catch the right exemption the first time and could potentially force a local agency to violate other laws. MAC anticipates an amendment that will also require a \$500 penalty payable to the requestor should a public body deny a request for the wrong reason.

[House Bill 5923](#), by Rep. Greg VanWoerkom (R-Muskegon), requires the public body to acknowledge that exempt records exist and provide a description of the record. These amendments will likely require public bodies to consult legal counsel in each record request denial. In addition, this change has the potential of exposing private information that the law was originally intended to protect,



especially in cases of mental health allegations, sexual assault allegations, legal opinions and law enforcement investigations, these disclosure requirements undermine the intent of the privacy exemptions.

House Bill 5924, by Rep. Andrew Fink (R-Hillsdale), requires that a record in the possession of outside legal counsel be considered to be in the possession of the public body. This amendment blurs the line over what is FOIA-able in an outside legal practice.

House Bill 5925, by Rep. Bryan Posthumus (R-Kent), allows for civil actions regarding the determination of whether the record is considered primarily for the public benefit and therefore should not be subject to fees for compiling the record. Again, these amendments would open the floodgates of litigation against public bodies, especially by the press who would claim public benefit for every request. Then the public body would likely have to absorb the entire cost of fulfilling these requests to avoid litigation.

MAC is opposed to these bills as written and urges county leaders to use our advocacy platform to send a pre-drafted message of opposition to your House member before next week's hearings.

For more information on this issue, contact Deena Bosworth at bosworth@micounties.org.

Veterans property tax reimbursement bills stalled in Senate; your voice needed now

Long-sought legislation to properly reimburse local governments for losses due to the state's property tax exemption for disabled veterans remain stalled in the Senate.

Senate Bills 783-84, by Sen. Jon Bumstead (R-Newaygo), are the culmination of years of negotiations between counties, other local government organizations, veterans organizations and the Legislature. These bills signify the first time we have all been able to rally around a method for reimbursing local units for their losses due to the veterans exemption.



The bills provide a reimbursable income tax credit, payable to the local unit, in the amount of the exemption granted to eligible veterans. Nothing in this legislation alters the benefit, nor does it require any additional steps for the disabled veteran. It is a win-win for veterans and locals.

Nevertheless, although the bills passed out of committee in early March, no action has been taken on the Senate floor on them due to opposition from the Whitmer administration, which is not too keen on the state paying for the consequences of state policy.

The annual loss to local revenues is estimated at nearly \$100 million each year, and that amount is expected to increase as property values rise and veterans trade up for more expensive homes.

Your voice as a county leader is urgently needed to push the Senate into a vote on these bills before the Legislature reduces its meeting schedule for the summer.

To assist you, MAC has created a message of support which you can email directly to your senator with just a couple of clicks. If each county commissioner across the state contacted their senator in support of reimbursement, we would surely see the legislation move forward in Lansing.

For more information on this issue, contact Deena Bosworth at bosworth@micounties.org.

Podcast 83 resumes live episodes on May 16

The Podcast 83 team will be live on Monday, May 16 to discuss what's coming up for action in Lansing.

The update will begin at 4 p.m. To join the session, just use this Zoom link: <https://us02web.zoom.us/j/82867692853>.

Viewers will be able to ask questions of the team as well.

In their most recent episode, on May 2, the team discussed state budget news, veterans property tax exemption legislation and the ongoing work of MAC's six policy committees. [Click here to view the video](#).

If you can't catch any episode live, a recording will be posted later next week to MAC's [YouTube channel](#).

And you always can find details about any Podcast 83 episode [on the MAC website](#).



Report: Quarter of 'federal aid' roads in 'good' condition

Michigan made some progress in addressing road conditions in 2021, says a new report from the Transportation Asset Management Council.

In its [2021 Annual Report](#), the council says Michigan has "... the highest percent of roads rated in good condition since 2005.

"The 2021 condition data for Michigan's federal-aid eligible paved roads has made progress with

- 25% Good
- 42% Fair, and
- 33% in Poor condition.

In 2020, estimated breakdown was

- 22% Good,
- 36% Fair, and
- 42% were in Poor condition.



“This improvement in road surface condition,” the report says, “may be due in part to several factors including a mix of fixes of road surface treatments and increased revenue. The reasons for this improvement will be analyzed further and better understood as the 2021 project data becomes available.”

By contrast, conditions with Michigan’s bridges declined in 2021, with 4 percent of them falling into the “severe” category, which “measures the criticality and is a warning that these structures are in jeopardy for closure due to structural concerns that could pose a threat to traffic.”

The council is an appointed group that advises state officials on infrastructure. Kelly Jones, Ingham County Road Department managing director, is the MAC representative on the council.

Treasury launches improved document search site

The Michigan Department of Treasury is launching a new and improved [Document Search site](#) to provide greater access to local unit audit reports and other related financial information, the department announced this week.

“The [Document Search site](#) is a public online repository of document submissions and determinations for local units of government. For example, individuals can view a local unit’s audit or the determination of a local unit’s prior-approval application for borrowing.



“The new [Document Search site](#) retains all the previous features while adding new ways to search. New features include:

- “Search Bar: Type the name of the desired municipality instead of selecting from several cascading dropdowns
- “Document Groups: Related documents are grouped together into categories, like audit, finance and retirement
- “Improved Interface: Visual modernization and accessibility improvements

“Effective June 3, 2022, access to the old Document Search site will cease. Individuals are encouraged to add the [new site](#) to their browser’s favorites and replace any favorites directing to the old site by June 3, 2022.

“To access the Document Search site via our website, visit www.michigan.gov/localfinancialreporting. Afterward, click on the ‘Document Search’ button.”

Behavioral health effort expands to more Michigan counties

The Michigan Department of Health and Human Services (MDHHS) has expanded the [Behavioral Health Home \(BHH\)](#) initiative to more Michigan counties to provide intensive care management and coordination services for Medicaid beneficiaries with a serious mental illness (SMI) or serious emotional disturbance (SED).

“The expansion of the BHH will help address the complexity of physical and behavioral health conditions in Michigan and improve access to essential services,” said Elizabeth Hertel, director of MDHHS. “For enrolled beneficiaries, the Health Home will function as the central point of contact for directing patient-centered care across the broader health care system.”

The U.S. Centers for Medicare & Medicaid Services (CMS) recently approved Michigan’s State Plan Amendment (SPA) to expand its BHH initiative into five counties within two Prepaid Inpatient Health Plan regions (PIHP): CMH Partnership of Southeast Michigan and Detroit Wayne Integrated Health Network. The expanded SPA will allow thousands of Medicaid beneficiaries meeting the eligibility criteria to receive BHH services.



The Behavioral Health Home is a benefit offered to Medicaid beneficiaries who have been diagnosed with a serious mental illness or a serious emotional disturbance and reside within one of the following PIHP regions/counties:

- NorthCare Network (counties in the Upper Peninsula)
- Northern Michigan Regional Entity (21 northernmost counties of the Lower Peninsula)
- CMH Partnership of Southeast Michigan (Lenawee, Livingston, Monroe, Washtenaw)
- Detroit Wayne Integrated Health Network (Wayne)
- Oakland Community Health Network (Oakland)

Individuals who meet the criteria can work with a team of providers who will attend to the beneficiary’s complete health and social needs. Participation is voluntary and enrolled beneficiaries may opt out at any time.

According to a 2019 report, half of Michigan Medicaid beneficiaries with a mental illness do not receive needed treatment in a given year. Behavioral Health Homes are a proven model to increase access to coordinated and integrated care, which is especially important during the COVID-19 pandemic.

For BHH information, including eligibility and available resources, visit [Michigan.gov/BHH](https://www.michigan.gov/BHH).

MAC corrects list of 10 longest-serving current commissioners

Due to an editing error, Alcona’s Carolyn Brummund was left off the list of longest-serving commissioners published in the April 2022 edition of Michigan Counties. MAC regrets the error.

Staff picks



MAC recently compiled data on continuous years of service by current county commissioners.

While Otsego's Doug Johnson leads the pack, there are more than a dozen commissioners who have been serving their counties for more than 25 years.

THAT'S A LOT OF ELECTIONS!

TOP TEN FOR TENURE ON COUNTY BOARDS*

NAME	COUNTY	STARTED
Douglas Johnson	Otsego	1/1/1981
Carolyn Brummund	Alcona	1/1/1983
Randy Schafer	Ingham	1/1/1985
Gerry Corkin	Marquette	1/1/1985
Joseph Brehler	Eaton	1/1/1989
Bernie Lang	Menominee	1/1/1989
Don Brown	Macomb	1/1/1990
Gale Eilola	Baraga	4/1/1992
Patrick Carr	Montcalm	1/1/1993
John Wallace	Cheboygan	1/1/1995
Joe Stevens	Dickinson	1/1/1995
Melinda Lautner	Leelanau	1/1/1995
Donald Hanson	Van Buren	1/1/1995

*Corrected

- [Up North businesses are buying housing just to lure summer staff](#) (Bridge magazine)
- [Who's at fault for Midland dam failures? Pretty much everyone, report says](#) (Bridge magazine)
- [States and cities are moving to make virtual hearings permanent](#) (RouteFifty)
- ['Anatomy of a Murder' to be performed in historic \(Lapeer\) courthouse](#) (The County Press)



Recent Posts

[Legislative Update 5-6-22](#)

[For Otsego's Johnson, it's all about making a difference](#) Page 38 of 51

April 14, 2022

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, April 14, 2022 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Julie Matuszak, David Kennard, and Duane Weber; Acting County Highway Engineer Brent Dankert, Operations Engineer Will Green, Superintendent/Operations Manager Jason Root, and Director of Finance/Secretary-Clerk Michael Tuckey.

Motion by Weber seconded by Parsell that the minutes of the March 31, 2022 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Payroll in the amount of \$114,116.57 and bills in the amount of \$305,133.24 covered by vouchers #2022-18, #2022-19, #2022-20, #HRA-107, and #HRA-108 were presented and audited.

Motion by Matuszak seconded by Kennard that the payroll and bills be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Brief Public Comment Segment:

(1) Mr. Gerald Judd appeared before the Board claiming that a Road Commission road grader damaged his driveway culvert. Superintendent/Operations Manager Jason Root will review the location.

(2) Mr. Bob Reil appeared before the Board to discuss the Road Commission's tree clearing operations. Superintendent/Manager Jason Root explained the Road Commission's tree clearing procedures. Mr. Reil also asked about the Road Commission's driveway culvert procedures. Superintendent/Operations Manager Root explained the Road Commission's driveway culvert procedures.

At 8:15 A.M. the following bids were opened for the Grade, Base, and Drainage Project on Dutcher Road between Merry Road and M-24 in Fairgrove Township:

<u>Bidder</u>	<u>Project Total</u>
Plester Tiling	\$ 989,659.80
Blue Restoration	1,308,643.00
Marlette Excavating Company	1,082,116.00
Gentner Excavating	761,748.50

Motion by Kennard seconded by Matuszak that the bids for the Grade, Base, and Drainage Project on Dutcher Road between Merry Road and M-24 in Fairgrove Township be accepted, reviewed by Management, and tabled until later this meeting. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Parsell seconded by Weber that the Seasonal Weight Restrictions be removed from all affected county roads effective Monday, April 18, 2022 at 7:00 A.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Parsell seconded by Weber to approve the purchase of three (3) Used Woods Mowers as part of the Road Commission's 2022 Capital Outlay Budget. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Director of Finance Michael Tuckey presented to the Board the proposed ballot language for the upcoming Primary Road and Local Bridge county-wide millage renewals. Tuckey also reported to the Board that the Tuscola

County Board of Commissioners has requested the Road Commission's attendance at their April 25, 2022 Committee of the Whole Meeting to further discuss the millage renewals.

Motion by Parsell seconded by Weber to approve the Road Commission change to its summer operating hours effective Monday, April 25, 2022; as recommended by the Superintendent/Operations Manager. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Management and the Board reviewed the proposed agenda for the upcoming Township Supervisor's meeting scheduled for Thursday, May 5, 2022.

Motion by Kennard seconded by Weber that the April 28, 2022 regular meeting of the Board be adjusted to begin at 7:30 A.M., in order to attend the Blue Water Highway Council Meeting on that day. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Parsell seconded by Matuszak to approve and authorize Director of Finance Michael Tuckey to digitally sign the Michigan Department of Transportation Contract #2021-0390 Amendment 1 for the State Trunkline Maintenance Contract. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Weber seconded by Kennard that the bids for the Grade, Base, and Drainage Project on Dutcher Road between Merry Road and M-24 in Fairgrove Township taken and accepted earlier this meeting, be forwarded to the Fairgrove Township Board for their approval. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Parsell seconded by Matuszak that the Board go into closed session at 9:35 A.M. for the purpose of discussing an Attorney Letter regarding Oakhurst Park and the Shays Lake Road Box Culvert lawsuit. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

At 10:15 A.M. the Board returned to open session.

Motion by Parsell seconded by Weber that the meeting be adjourned at 10:20 A.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Chairman

Secretary-Clerk of the Board

Village of Fairgrove



May 5, 2022

RE: Approval of an Industrial Facilities Exemption Certification
For Cooperative Elevator Company in the Village of Fairgrove

To Whom It May Concern:

The Village of Fairgrove has been working with Cooperative Elevator Company on the Village's consideration of an approval of an Industrial Facilities Exemption Certificate to be acquired by Cooperative Elevator Company at the real property located at 4931 Shreeves Rd., Fairgrove, MI 48733.

Notice is given that the public hearing is for approval of an Industrial Facilities Exemption Certificate which will be held on May 16, 2022 at 6:00 pm. The Fairgrove Village Council will hold the public hearing on this request from Cooperative Elevator Company. The meeting and public hearing will be at the Fairgrove Municipal Building, 5005 W. Center St., Fairgrove, MI 48733.

Since the taxes collected by your unit of government may be affected if this tax abatement is approved by the Fairgrove Village Council, you and or your representative are entitled to attend the public hearings and be heard.

Cristi Smith
Fairgrove Village Clerk

enc.
1 Public Notices

PUBLIC NOTICE

Public Hearing on the Approval of an Industrial Facilities Exemption Certificate requested by Cooperative Elevator Company in the Village of Fairgrove

Notice is hereby given that on May 16, 2022 at 6:00 pm, the Fairgrove Village Council will hold a public hearing. The meeting and public hearing will be at the Fairgrove Municipal Building, 5005 W Center St, Fairgrove, MI 48733.

The public hearing is held pursuant to Act 198 of the Michigan Public Acts of 1974, as amended for the approval of an Industrial Facilities Exemption Certificate for additional building space, for the Cooperative Elevator Company at the following real property:

Land situated in the Village of Fairgrove, County of Tuscola and State of Michigan:

FRG-16-18 SEC 16 T13N R8E COM AT A PT THAT IS S 00 DEG W 757 FT & S 89 DEG 21' 45" E 150.5 FT FROM W 1/4 COR OF SEC, TH N 00 DEG 15' E 460 FT, TH S 89 DEG 21' 45" E 148.70 FT, TH N 00 DEG 34' 45" E 297 FT, TH S 89 DEG 21' 45" E 676.07 FT TO WLY RR R/W, TH S 28 DEG 06' 30" W 175.88 FT, TH S 40 DEG 14' 30" W 734.33 FT, TH S 52 DEG 22' 30" W 56.71 FT, TH N 89 DEG 21' 45" W 226.50 FT TO POB. VILL OF FAIRGROVE. 4931 Shreeves Rd., Fairgrove, MI 48733.

The owners of all real property within the Industrial Development District, together with any other residents or taxpayers of the Village of Fairgrove, shall have the right to appear and to be heard.

Cristi Smith
Village Clerk



KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

Kalamazoo County Board of Commissioners RESOLUTION

Resolution Urging the State Legislature to Amend the Michigan Auto Insurance Reform Act to Address a Reimbursement Cap for Auto Accident Victims

WHEREAS, the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee schedule/cap, which took final effect on July 1, 2021, that set percentage limits on how much residential care facilities, home health care providers, and other persons can be paid or reimbursed for providing treatment or care to auto accident victims; and

WHEREAS, the reimbursement rates under the Michigan Auto Insurance Fee Schedule under this Act allows residential care facilities, home health care providers and other persons who lawfully render treatment to receive 55% of a provider's January 1, 2019 Charge Description Master (CDM) billing codes; and

WHEREAS, despite the statutory obligation described above, Michigan Auto Insurance companies are only paying providers 55% of the already discounted payments they were making in January 2019 and NOT 55% of the billed amount; and

WHEREAS, as a result, home health care providers are being reimbursed between \$11-\$17/hour, which is below the cost of employee wages, as other entry level positions in different industries (fast food) are paying workers between \$15-\$20/hour; and

WHEREAS, the Michigan No-Fault Auto Insurance Reform Act has been applied retroactively, including the fee schedule cap, which is fundamentally a violation of the insurance contract these individuals had purchased when they were injured in a motor vehicle accident before the No-Fault Act was amended in 2019, creating severe limits or an absence of access to care; and

WHEREAS, these fee caps affect the auto accident victims who are receiving long-term care and rehabilitation paid for by the Michigan Catastrophic Claims Association (MCCA) through the per-vehicle annual fee that all Michigan drivers were once assessed, and includes those who have chosen to continue MCCA coverage in spite of the amended Act; and

WHEREAS, the MCCA's June 2021 Annual Statement shows its assets at over \$27 billion, and its total liabilities slightly over \$22 billion, prior to the implementation of the fee caps; and

WHEREAS, some patients who are not able to find long-term catastrophic care services have been forced to leave their own homes, and according to data from the Brain Injury Association of Michigan, seven of these displaced individuals have already died; and

WHEREAS, even though lifetime medical benefits are still guaranteed under the 2019 Michigan Auto-Insurance Reform Act, for those injured prior to 2019 and for those who purchase Unlimited

Personal Injury Protection (PIP) policies, these benefits are meaningless if patients have very limited or no access to services, as (a) providers are unable to cover basic costs of providing care and are experiencing severe delays in receipt of these already inadequate payments, and (b) at least 96 Michigan companies have already gone out of business, and many more are on the verge of closure, or significantly restricting acceptance of new patients; and

WHEREAS, there are many Kalamazoo County residents and their families, who are now or may in the future utilize these services pertaining to care, recovery and rehabilitation from catastrophic injuries, and are already directly affected by these fee caps, if the current law is not changed; and

WHEREAS, without action, more than 18,000 individuals with spinal cord injuries, brain injuries and other catastrophic injuries in Michigan will have to find another way to receive care and support (e.g., Medicaid), because of this major change to the State's No-Fault auto insurance law, despite having purchased insurance policies to protect them and their families; and

WHEREAS, this is a humanitarian crisis borne from a government-mandated price fix, that only the Legislature can undo.

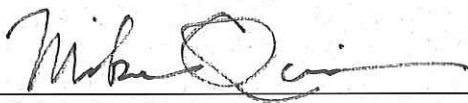
NOW, THEREFORE BE IT RESOLVED, that the Kalamazoo County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address the unsustainable fee cap for residential care facilities, and home health providers, and others who provide medically necessary care to auto accident victims, in order to uphold these benefits that have been paid for by the survivors who currently are receiving and who will receive long-term care through the purchase of an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association.

BE IT FURTHER RESOLVED, that the Kalamazoo County Clerk/Register of Deeds is requested to forward copies of this adopted Resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Kalamazoo County delegation to the Michigan Legislature, the Chairs of the State House and Senate Insurance Committees, and the other 83 counties of Michigan as Commissioner correspondence.

Adopted: May 4, 2022

Moved	Bruder-Melgar
Seconded	Morales
Carried	Roll Call Vote: Yes (9): Bruder-Melgar, Gisler, Hall, Heppler, McKissack, Morales, Quinn, Rey, Strebs; No (2): Shugars, Tuinier None; Absent (0) None.

Dated: 5/9/2022



Mike Quinn, Chair
Kalamazoo County Board of Commissioners

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

I, Meredith Place, the duly qualified and acting Clerk of Kalamazoo County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a proclamation adopted by the Board of Commissioners at a meeting held on May 4, 2022. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 6 day of May 2022.



Meredith Place

Meredith Place, County Clerk
Kalamazoo County



REGION VII AREA AGENCY ON AGING



WILLIAM SANDERS, CHAIR

BOB BROWN, EXECUTIVE DIRECTOR

MEMBER COUNTIES: BAY ■ CLARE ■ GLADWIN ■ GRATIOT ■ HURON ■ ISABELLA ■ MIDLAND ■ SAGINAW ■ SANILAC ■ TUSCOLA

TO Parties Registered on the RFP Mailing List

FROM: Bob Brown, Executive Director

DS
BB

DATE: May 6, 2022

SUBJECT: Call for Letters of Intent

The Region VII Area Agency on Aging is accepting Letters of Intent from public, private for-profit and non-profit incorporated entities interested in applying for FY 2023 (October 1, 2022 - September 30, 2023) funds to provide services for persons age 60 and older. The counties included in Region VII AAA are: Bay, Clare, Gladwin, Gratiot, Huron, Isabella, Midland, Saginaw, Sanilac and Tuscola.

Attached are the geographic service areas, proposed allocations, and the service categories for which funds will be awarded through the competitive FY 2023 Request for Proposal process.

All Region VII Area Agency on Aging contractual obligations are subject to the availability of State and Federal funds. (Please note: The funding levels for each service category published in the attachments labeled Multi-Year Allocation Plan for Contracted Services FY 2023 are subject to change due to availability of funds from the state and federal government.)

A Letter of Intent form is enclosed. Instructions are included on the reverse side of the form. If interested in participating in the FY 2023 Request for Proposal (RFP) process, the Letter of Intent form must be completed and submitted to Region VII Area Agency on Aging office on or before 4:00 p.m. on Friday, May 27, 2022.

Please note that these are contracted funds available for the fiscal year beginning October 1, 2022. If you participate in a Purchase of Service program with Region VII AAA or the MI Choice Waiver Program, you are not obligated to take part in this process to participate in those programs.

If you would like additional information, please contact Jackie Gilles, Contract Manager, at (989) 893-4506 or 1-800-858-1637.

Region VII Area Agency on Aging Letter of Intent Form

**INTENT TO APPLY FOR FY 2023 OLDER AMERICANS ACT AND
OLDER MICHIGANIANS ACT MONIES**
(Instructions on reverse side)

Organization Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: () _____

Director: _____

Contact Person/Title (if other than Director): _____

Contact Person email: _____

Type of Organization: ___ private non-profit; ___ private for-profit;
___ public; ___ other _____

RFP form will be sent electronically. No paper forms will be available. ___ electronic

Indicate the services for which you intend to apply. Refer to the enclosed memorandum, which includes a list of fundable service categories by geographical area.

Service Area No.	County(ies)	Service Category

- **COMPLETED LETTER OF INTENT MUST BE RETURNED TO REGION VII AREA AGENCY ON AGING BY FRIDAY, MAY 27, 2022 AT 4:00 P.M.**

LETTER OF INTENT

INSTRUCTIONS

1. Organizations wishing to be considered for FY 2023 funding through the RFP process must submit a *Letter of Intent* form. Only one form should be submitted per organization. Public entities, non-profit corporations and for-profit corporations are eligible to participate.
2. To complete the form, fill in the organization name, full address and other identifying information in the top section. In the chart section, indicate the service area number(s), counties and service categories for which your organization intends to apply. The information included in the chart section must correspond to the information presented in the attached memorandum.
3. *Letters of Intent* which identify service categories that are not listed for a specific service area cannot be accepted by Region VII Area Agency on Aging.
4. **Letters of Intent are due** at the Region VII Area Agency on Aging office, 1615 S. Euclid Avenue, Bay City, Michigan 48706 **by 4:00 p.m. Friday, May 27, 2022**. Region VII AAA reserves the right to reject *Letters of Intent* that are not submitted on the proper form, are incomplete or are received after the deadline.
5. Applicants will be notified of the status of their *Letter of Intent* within two (2) weeks of receipt by Region VII AAA. Further instructions and/or application materials will be provided at that time.
6. The Region VII Area Agency on Aging reserves the right to accept or reject any or all *Letters of Intent* and funding proposals submitted thereafter as part of the bid process.
7. Funds awarded through the Region VII AAA require a 10% local match, which may be either cash or in-kind.
8. Questions concerning the *Letter of Intent* should be directed to Jackie Gilles, Contract Manager, at (989) 893-4506 or 1-800-858-1637.

REGION VII AREA AGENCY ON AGING
1615 S. EUCLID AVENUE
BAY CITY, MI 48706

MULTI-YEAR ALLOCATION PLAN
FOR CONTRACTED SERVICES
FY 2023

<u>Service Area</u>	<u>County</u>	<u>Service Category</u>	<u>FY 2023</u>
1	Bay	Congregate Nutrition	\$83,821
1	"	Home Delivered Meals	276,482
11	"	Case Coordination & Support	61,685
11	"	Homemaking	73,632
11	"	Personal Care	22,818
11	"	Respite Care	12,019
11	"	Adult Day Care	75,761
11	"	Caregiver Training	13,072
11	"	Caregiver Training	13,072
		SUBTOTAL	\$632,362
2	Clare	Congregate Nutrition	\$38,092
2	"	Home Delivered Meals	109,320
12	"	Case Coordination & Support	23,789
12	"	Personal Care	23,425
12	"	Homemaking	29,380
12	"	Respite Care	19,618
12	"	Senior Center Staffing	4,473
12	"	Caregiver Training	7,876
		SUBTOTAL	\$255,973
3	Gladwin	Congregate Nutrition	\$34,750
3	"	Home Delivered Meals	\$101,845
13	"	Case Coordination & Support	\$20,749
13	"	Personal Care	\$17,348
13	"	Homemaking	\$19,612
13	"	Respite Care	13,091
13	"	Senior Center Staffing	3,869
13	"	Adult Day Care	10,366
13	"	Caregiver Training	6,973
13	"	SUBTOTAL	\$228,603
4	Gratiot	Congregate Nutrition	\$31,742
4	"	Home Delivered Meals	75,227
14	"	Case Coordination & Support	30,070
14	"	Homemaking	11,745
14	"	Home Repair	13,330
14	"	Chore	13,330
14	"	Personal Care	27,314
14	"	Respite Care	18,129
14	"	Senior Center Staffing	8,746
14	"	Adult Day Care	11,629
14	"	Caregiver Training	7,472
		SUBTOTAL	\$248,734

	<u>County</u>	<u>Service Category</u>	<u>FY 2023</u>
5	Isabella	Congregate Nutrition	\$44,020
5	"	Home Delivered Meals	78,097
15	"	Case Coordination & Support	33,458
15	"	Personal Care	24,748
15	"	Homemaking	28,971
15	"	Respite Care	18,495
15	"	Adult Day Care	25,062
15	"	Caregiver Training	12,035
		SUBTOTAL	\$264,886
<hr/>			
6	Midland	Congregate Nutrition	\$61,292
6	"	Home Delivered Meals	170,944
16	"	Case Coordination & Support	37,635
16	"	Transportation	18,356
16	"	Homemaking	26,933
16	"	Home Repair	29,670
16	"	Respite Care	18,937
16	"	Adult Day Care	48,360
16	"	Caregiver Training	17,589
16	"	Personal Care	11,000
		SUBTOTAL	\$440,716
<hr/>			
7	Saginaw	Congregate Nutrition	\$136,246
7	"	Home Delivered Meals	418,410
17	"	Case Coordination & Support	100,770
17	"	Senior Center Operations	13,000
17	"	Senior Center Staffing	19,400
17	"	Adult Day Care	128,532
17	"	Caregiver Training	50,273
		SUBTOTAL	\$866,631
<hr/>			
8	Huron	Congregate Nutrition	\$35,836
8	"	Home Delivered Meals	141,661
18	"	Case Coordination & Support	21,674
18	"	Transportation	9,217
18	"	Chore	4,780
18	"	Caregiver Training	8,776
18	"	Personal Care	14,939
18	"	Respite Care	8,623
18	"	Homemaking	26,456
18	"	Senior Center Staffing	16,528
		SUBTOTAL	\$288,490
<hr/>			

	<u>County</u>	<u>Service Category</u>	<u>FY 2023</u>
9	Sanilac	Congregate Nutrition	\$38,016
9	"	Home Delivered Meals	148,813
19	"	Case Coordination & Support	22,663
19	"	Transportation	7,445
19	"	Chore	5,077
19	"	Caregiver Training	11,230
19	"	Personal Care	21,940
19	"	Respite Care	10,084
19	"	Homemaking	29,688
19	"	Senior Center Staffing	20,167
		SUBTOTAL	\$315,123
10	Tuscola	Congregate Nutrition	\$26,428
10	"	Home Delivered Meals	172,189
20	"	Case Coordination & Support	31,790
20	"	Transportation	7,872
20	"	Chore	7,418
20	"	Caregiver Training	12,193
20	"	Personal Care	25,988
20	"	Respite Care	8,265
20	"	Homemaking	37,117
20	"	Senior Center Staffing	24,315
		SUBTOTAL	\$353,575
		Total of County Allocations	\$3,895,093
21	Saginaw	Personal Care	135,810
21	"	Homemaking	109,346
21	"	Respite Care	47,752
		Saginaw In-Home Subtotal	\$292,908
22	Saginaw	Minority Outreach/Advocacy	75,000
23	Saginaw	Senior Center Staffing/ Minority Outreach / Transportation	40,685
24	Thumb	Minority Outreach/Advocacy	20,000
		Special Programs Subtotal	\$135,685
		GRAND TOTAL	\$4,323,686