



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, April 13, 2023 – 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 Vaughan
Prayer - Commissioner Young
Pledge of Allegiance - Commissioner Vaughan
Roll Call - Clerk Fetting

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Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes
[Board of Commissioners - 30 Mar 2023 - Minutes - Pdf](#)
[Public Hearing - 30 Mar 2023 - Minutes - Pdf](#)

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Brief Public Comment Period for Agenda Items Only

Consent Agenda

1. 2023 Tuscola County Equalization Report
2. 2022 Mosquito Abatement Annual Report
3. Mosquito Abatement Equipment Request
4. Michigan State University Extension (MSUe) 2022 Annual Report
5. 2022 Central Dispatch Annual Report
6. 2023 Budget Adjustments for Overtime and Per Diems

New Business

1. Jail Health Agreement from Advanced Correctional Health Care - Lt. Brian Harris, Jail Administrator
[Business Associate Agreement](#) 16 - 32
2. Sheriff's Office Request to Update Mobile Radios - Deputy Steven Anderson, Emergency Manager
[Road Patrol Mobile Radio Request 4-2023](#)
[Motorola TCSO Mobile Radio Quote](#) 33 - 38
3. Purchase Mobile Data Terminals (MDTs) with 2022 Homeland Security Grant Program Funding - Deputy Steven Anderson, Emergency Manager
[Emergency Services Purchase Request](#) 39 - 51
4. Sheriff Mechanic Position Labor Unit Change - Robert Baxter, Undersheriff
[POAM Ziemba](#) 52 - 53
5. Request to Fill the Vacant Records Clerk Position at the Sheriff's Department - Robert Baxter, Undersheriff
[Records Clerk-New Hire](#) 54
6. Authority Board Review - Jon Ramirez, Dispatch Director
[Tuscola County Central Dispatch Authority By-Laws](#) 55 - 62
7. Central Dispatch Firewall Upgrade - Jon Ramirez, Dispatch Director
[NetSource One Viper Firewall Upgrade Quote](#) 63 - 69
8. Travel-Meal Policy Revisions
[Travel-Meal Policy REVISED 4-13-23](#) 70 - 72
9. Bids for the Health Department Rooftop Heating, Ventilation, and Air Conditioning (HVAC) Replacements - Mike Miller, Director of Building and Grounds
[Capital Improvements Fund Budget](#) 73 - 75
10. Bids for the Jail Mini-Split Heating, Ventilation, and Air Conditioning (HVAC) for the Report Room and Conference Room - Mike Miller, Director of Building and Grounds
11. Appointment of Grace Mosher to Chief Deputy Register of Deeds
12. Promotion of Rachel Chaney-Ruiz from Part-Time Account Clerk II to the Vacant Full-Time Account Clerk III
13. Appointment of Shannon Nelson to Chief Deputy Treasurer - Ashley Bennett, Treasurer

- | | | |
|-----|---|----|
| 14. | Promotion of Estee Bitzer from Account Clerk III to Foreclosure Specialist - Ashley Bennett, Treasurer | |
| 15. | Parks and Recreation Board Applications for Appointments
Parks and Recreation Applications | 76 |

Old Business

Correspondence/Resolutions

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| 1. | Legislative Update 3-31-23 - The Michigan Association of Counties | 77 - 80 |
| 2. | Resolution Honoring Michigan Association of Counties 125th Anniversary | 81 |
| 3. | Vassar Area Ambulance Service (VAAS) Appreciation Letter to Dispatch | 82 |

Commissioner Liaison Committee Reports

Lutz

- Board of Health
- Community Corrections Advisory Board
- Department of Human Services/Medical Care Facility Liaison
- Genesee Shiawassee Thumb Works
- Jail Planning Committee
- Local Emergency Planning Committee (LEPC)
- MAC Judiciary Committee
- MEMS All Hazard
- Local Units of Government Activity Report
- Human Development Commission Board of Directors Liaison

Koch

- Behavioral Health Systems Board
- Recycling Advisory
- Jail Planning Committee
- MI Renewable Energy Coalition (MREC)

Local Units of Government

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)

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

Other Business as Necessary

1. Concerns with the Libraries in Tuscola County - Stephanie Spencer

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, March 30, 2023

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

Commissioner Vaughan 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 Street, Caro, MI 48723, on Thursday, March 30, 2023, to order at 8:00 AM local time.

Prayer - Commissioner Young

Pledge of Allegiance - Commissioner Lutz

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: Thomas Bardwell

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Steve Anderson, Ken Dunton, Drain Commissioner Bob Mantey

Also Present Virtual: Tracey Violet, Debbie Babich, Don Derryberry, Cody Horton, Steve Root, Sir Wolfanite, Mary Drier, Alecia Little, Renee Francisco, Shirley Schaefer, Mark Haney, Mitchell Holmes, Barry Lapp, Matt Brown, Cindy McKinney-Volz, Linda Strasz, Pam Shook, Kate Curtis, Jon Ramirez, Issy P.

At 8:02 a.m., there were a total of 18 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2023-M-061

Motion by Thomas Young, seconded by Bill Lutz to adopt the agenda as presented.
Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2023-M-062

Motion by Bill Lutz, seconded by Matt Koch to adopt the meeting minutes from the March 16, 2023 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2023-M-063

Motion by Bill Lutz, seconded by Thomas Young that the Consent Agenda Minutes and Consent Agenda Items from the March 27, 2023 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Drain Commissioner 2022 Annual Report
Move that the 2022 Drain Commissioner Annual Report be received and placed on file.
2. Medical Examiner 2022 Annual Report
Move that the 2022 Medical Examiner Annual Report be received and placed on file.
3. Tuscola County Health Department (TCHD) 2022 Audit
Move that the 2022 Tuscola County Health Department Audit Report be received and placed on file.
4. Tuscola County Health Department (TCHD) 2020-2021 Annual Report
Move that the 2020-2021 Tuscola County Health Department Annual Report be received and placed on file.
5. Out-of-State Travel Request for K-9 Officer Training
Move to approve the out-of-state travel request for Sergeant Ryan Robinson to attend the 2023 Hold The Line Conference May 2-4, 2023 in Pittsburgh, PA. All costs associated with the conference will be paid from the Road Patrol fund.
6. Virtual Backlog Response Docket (VBRD) Grant Award
Move to approve the Virtual Backlog Response Docket Grant Agreement with the State Court Administrator's Office in the amount of \$125,590.00. Funds are to be obligated by March 31, 2024 with final reports due by June 30, 2024. Also, all appropriate budget amendments and signatures are authorized.

7. Request to Use Courthouse Lawn - National Day of Prayer

Move to approve the request from Nancy Matuszak for the annual gathering of the National Day of Prayer on the Courthouse lawn Thursday, May 4, 2023 from 12:00 noon until 1:00 p.m.

8. Tuscola Behavioral Health System (TBHS) Board of Directors Reappointments

Move that per the recommendation from the Tuscola Behavioral Health Systems Board of Directors at their February 23, 2023 meeting that Daniel Grimshaw, Joann Helmbold, Kenneth Partridge and Karen Snider be appointed to the Tuscola Behavioral Health Systems Board of Directors for a three-year term ending March 31, 2026.

New Business - Continued below

1. Mutual Termination Agreement with CentralSquare Technologies, LLC -

2023-M-064

Motion by Thomas Young, seconded by Bill Lutz Move to approve the mutual termination agreement with CentralSquare Technologies, LLC. CentralSquare will provide access and support through April 17, 2023. Also, all appropriate signatures are authorized. Motion Carried.

2. Resolution 2023-04 Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation and Entry of State Local Government Intrastate Agreement Concerning Allocation of Settlement Proceeds -

2023-M-065

Motion by Bill Lutz, seconded by Matt Koch to approve Resolution #2023-04 authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation and Entry of State Local Government Intrastate Agreement Concerning Allocation of Settlement Proceeds. Also, all appropriate signatures are authorized.

Yes: Thomas Young, Kim Vaughan, Bill Lutz, and Matt Koch
Absent: Thomas Bardwell

Motion Carried.

3. Resolution 2023-05 Designating the Drain Commissioner as the Tuscola County Board of Public Works -

2023-M-066

Motion by Thomas Young, seconded by Bill Lutz to approve Resolution 2023-05 designating the Drain Commissioner as the Tuscola County Board of Public Works. Also, all appropriate signatures be authorized.

Yes: Thomas Young, Kim Vaughan, Bill Lutz, and Matt Koch
Absent: Thomas Bardwell

Motion Carried.

4. Resolution 2023-06 for Retiring Acting Register of Deeds Marie Swick -

2023-M-067

Motion by Matt Koch, seconded by Thomas Young to approve Resolution 2023-06 honoring the Acting Register of Deeds Marie Swick for her 33 years of dedicated service to Tuscola County.

Roll Call Vote.

Yes: Thomas Young, Kim Vaughan, Bill Lutz, and Matt Koch

Absent: Thomas Bardwell

Motion Carried.

Old Business

1. Vanderbilt Park Roads and Property Issues -

2023-M-068

Motion by Matt Koch, seconded by Bill Lutz that due to issues identified by the Building and Grounds Committee concerning the location of the physical roads/drives in and around Vanderbilt Park relative to the surveyed easements and private lots, the Board of Commissioners directs the County's attorney, Braun Kendrick, to provide a legal opinion and advice regarding correction of the issues. Motion Carried.

2. Tuscola County Health Department (TCHD) Changes to the Personnel Policy -

2023-M-069

Motion by Bill Lutz, seconded by Thomas Young to approve the Tuscola County Health Department Changes in their Personnel Policies effective March 27, 2023 with the exception of Section 27 Flexible Work Policy. Policies were presented and accepted by the Board of Health on February 17, 2023. Motion Carried.

Correspondence/Resolutions

1. Schoolcraft County 23-2 Resolution Honoring Michigan Association of Counties 125th Anniversary
2. 2023-3 Clinton County Resolution Honoring Michigan Association of Counties 125th Anniversary
3. Lapeer County Resolution 2023-R01 Honoring Michigan Association of Counties 125th Anniversary
4. Ontonagon County Resolution Honoring Michigan Association of Counties 125th Anniversary
5. Osceola County Resolution Honoring Michigan Association of Counties 125th Anniversary
6. Ingham County Resolution 23-074 Commending Those Involved in the Response to the Michigan State University Active Shooter Incident

7. Calhoun County Resolution 024-2023 Honoring Michigan Association of Counties 125th Anniversary
8. Marquette County Resolutions
9. Cheboygan County Resolution 2023-05 Urging Repair of the Cornwall Creek Flooding Dam
10. Lake County Resolution 2023-26 Dedicating Courtroom
11. Lapeer County Resolution 2023-R02 to Instruct our Representatives to Oppose All Firearms Control Legislation
12. Kalkaska County Resolution 2023-12 Opposing Firearms Restrictions
13. Legislative Update 3-17-2023 - The Michigan Association of Counties
14. Legislative Update 3-24-2023 - The Michigan Association of Counties

Commissioner Liaison Committee Reports

Vaughan

Update provided on upcoming meetings.

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

Lutz

No Report

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Jail Planning Committee

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard
Local Units of Government Activity Report
Human Development Commission Board of Directors Liaison

Koch

No Report

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

Bardwell

Absent

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

No Report

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

Other Business as Necessary

None

At 8:30 a.m., there were a total of 26 participants attending the meeting virtually.

Extended Public Comment

None

Recessed at 8:32 a.m.

Reconvened at 9:00 a.m.

New Business - continued from above

5. Public Hearing for Village of Cass City to Annex Certain Territory -
Recessed at 9:00 a.m. for Public Hearing
Reconvened at 9:07 a.m.

6. Village of Cass City Annexation -

2023-M-070

Motion by Thomas Young, seconded by Bill Lutz to approve the annexation of certain property in Elkland Township to the Village of Cass City per the January 30, 2023 resolution from the Village of Cass City petitioning the County Board of Commissioners to grant the annexation. Also to adopt Resolution 2023-07 Order and Determination by the Tuscola County Board of Commissioners to Annex Certain Lands to the Village of Cass City, Michigan.

Yes: Thomas Young, Kim Vaughan, Bill Lutz, and Matt Koch

Absent: Thomas Bardwell

Motion Carried.

Adjournment

2023-M-070

Motion by Matt Koch, seconded by Bill Lutz to adjourn the meeting at 9:10 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT



MINUTES

Public Hearing Meeting

9:00 AM - Thursday, March 30, 2023

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

Commissioner Vaughan called the regular meeting of the Public Hearing of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Thursday, March 30, 2023, to order at 9:00 AM local time.

Call to Order

Commissioner Vaughan called the public hearing for the Village of Cass City to Annex Certain Territory, held at H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on the March 30, 2023, to order at 9:00 o'clock a.m. local time.

Commissioners Present In-Person: Thomas Young, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: Thomas Bardwell

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Nan Walsh, Ken Dunton

Also Present Virtual: Barry Lapp, Cindy McKinney-Volz, Debbie Babich, Jon Ramirez, Kate Curtis, Linda Strasz, Mark Haney, Mary Drier, Pam Shook, Renee Francisco, Sir Wolfanite, Tracy Violet

At 9:01 a.m., there were a total of 18 participants attending the meeting virtually.

Public Hearing

Nan Walsh, Village of Cass City Clerk/Treasurer, presented to the Board the request for annexation. It is being requested the property be annexed from Elkland Township to the Village of Cass City for possible opportunities for business development. On behalf of the Village of Cass City, she is requesting to Board to approve the requested annexation.

Public Comment

-Clerk Fetting noted that a resolution needs to be adopted along with the proposed motion by the Board in the regular meeting.

Adjournment

Public Hearing adjourned at 9:07 a.m.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT

BUSINESS ASSOCIATE AGREEMENT
TUSCOLA COUNTY, MICHIGAN

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Tuscola County Jail.
- (c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522,

to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

(c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.

(d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

(e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.

(f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.

(g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

(h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.

(i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.

(j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

COVERED ENTITY

ADVANCED CORRECTIONAL HEALTHCARE, INC.

TUSCOLA COUNTY JAIL

Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

Sheriff

Date

Date

Please complete and return via email to Contracts@advancedch.com

**AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
TUSCOLA COUNTY, MICHIGAN**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Tuscola, located in the State of Michigan, through the Tuscola County Sheriff in their official capacity (hereinafter referred to as “county”), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as “ACH”), a Tennessee corporation.

**ARTICLE 1:
ACH**

- 1.1 DENTAL CARE. ACH will provide dental triage screenings. The county will pay for all costs associated with dental care.
- 1.2 ECTOPARASITES. For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county’s request. The county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.3 ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of ACH’s prescriber, cause the patient’s health to deteriorate. ACH will not pay for elective care for patients.
- 1.4 LABOR. Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.5 MEDICAL CLAIMS RE-PRICING. Upon the county’s request, ACH will re-price medical claims through our third-party vendor, JAB Management Services. Once claims are received, JAB will calculate the applicable discount (if any) and confirm the integrity of the claim prior to returning to the county for payment. The monthly amount to be paid by the county to ACH for this service is to be 30% of the savings on the medical claim(s). (For example, if JAB re-prices a \$100 claim down to \$20, ACH will charge the county 30% of the \$80 JAB saved the county – \$24.) The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 1.6 MENTAL HEALTH FIRST AID (MHFA) TRAINING. Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.
- 1.7 MORTALITY AND MORBIDITY REVIEW. The County acknowledges (a) that it is the responsibility of the County to obtain a review of any death in the facility (as appropriate) pursuant to any applicable statutes (if any), (b) that ACH cannot perform such reviews for a facility where it provides medical services, and (c) that the cost of such reviews will be borne by the County.

- 1.8 OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR). The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.9 OFF-SITE SERVICES. Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy and practice of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.
- 1.10 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.11 PHARMACEUTICALS. The county will pay for pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy and practice of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.12 STAFFING.
- 1.12.1 CANCELATIONS. If the county cancels a worker with less than 24 hours' notice prior to the start of the worker's shift, then the county agrees to pay for the worker's shift.
- 1.12.2 CREDITS. ACH pays its people well based on several factors including but not limited to experience in correctional healthcare. Therefore, ACH will not issue credits for differences in licensure; i.e., nurse practitioner vs. M.D., LPN vs. RN, etc. (For example, nurse practitioners are not necessarily paid less than M.D.s; LPNs are not necessarily paid less than RNs, etc.)
- 1.12.3 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), workers are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the worker to be "on call" during meal break(s) so that they may respond to an emergency, then the worker is considered to be "on duty" and the meal break(s) will be paid for by the county.
- 1.12.4 MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A

prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For onsite visits that fall on holidays, paid time off, or sick time, ACH endeavors to provide replacement onsite coverage, and if it is unable to do so, ACH and the county will negotiate a mutually agreeable remedy (such as crediting back 75% of the wages of the particular worker) (the other 25% pays for telephone on-call).

- 1.12.5 NURSING. ACH will provide on-site nursing coverage for 40 hours per week on a schedule approved by the county. ACH does not and will not put nurses on-call. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).
- 1.12.6 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site QMHP for 5 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).
- 1.12.7 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility's request, ACH will provide a QMHP at the rate of \$150 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.
- 1.12.8 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.
- 1.13 TUBERCULOSIS (TB) TESTING. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies.

ARTICLE 2:
THE COUNTY

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.

- 2.2 BIOMEDICAL WASTE DISPOSAL. The county will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 2.3 CO-PAY. Patients will be seen by the health care team regardless of their ability to pay.
- 2.4 COUNTY'S POLICIES & PROCEDURES. As with training, the facility is responsible for its policies and procedures. ACH does not have medical policies and procedures because every state and each correctional facility are different. Staff will work within the facility's policies and procedures. All policies and procedures, including officer communications forms, will at all times remain the property of the county and will remain at the facility. Upon request of the county, ACH may make recommendations to the county's existing health care policies and procedures for the county to implement or deny. If the county does not have policies and procedures, ACH may recommend the National Commission on Correctional Healthcare policy templates as a starting point to be made site-specific by the facility. It is the policy and practice of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. Policies and procedures regarding medical care should be treated as guidelines, not inflexible rules; they are not intended to establish a standard of medical care; nor are they a substitute for common sense. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 2.5 CPR CARDS. ACH will not pay for CPR cards for county workers.
- 2.6 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. For example, supervision of patients on suicide watch is the county's responsibility. This duty also extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.7 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's workers and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its workers and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.8 LICENSURE. It is the county's responsibility to hold the necessary certifications, licensures and permits (including but not limited to, and as appropriate: CLIA waiver, DEA registration for the physical location, hazardous waste disposal permits, medical clinic license, other lab licenses, pharmacy license, state-controlled substance registration, etc.).
- 2.9 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.

- 2.10 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.
- 2.11 MEDICAL SUPPLIES (DISPOSABLE). The county will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips.
- 2.12 MOBILE SERVICES. Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 2.13 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.14 NURSING LICENSURE. ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN). ACH does not and will not put nurses on-call.
- 2.15 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.16 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.17 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency

procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).

2.18 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county workers, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.

2.19 RECRUITING.

2.19.1 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.

2.19.2 DECLINING TO FILL A POSITION AFTER ACH INCURS ADVERTISING AND RECRUITING COSTS. ACH makes a significant investment in the advertising and recruiting of new applicants and acknowledges the county has final approval of the staffing level at the facility. As a result, ACH does not expect the county to decline to fill a position after ACH has incurred advertising and recruiting costs. If, during the term of this agreement, ACH should begin advertising and recruiting for a position(s), and the county subsequently decides not to fill that position(s), the county agrees to pay ACH the actual costs of advertising and recruiting plus 30%.

2.20 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, workers, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's workers and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).

2.21 WORKER RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our workers and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit workers or independent contractors **and the**

county is specifically prohibited from doing the same. If the county should hire any worker or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each worker or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$270,499 to ACH for services rendered in the first year of this agreement. To do so, the county agrees to make monthly payments of \$22,541.59 to ACH during the term of this agreement. Both parties agree this is a fair and reasonable price. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
 - 3.1.1 ELECTRONIC PAYMENTS. The county agrees to pay ACH electronically through the Automated Clearing House. If the county does not want to pay electronically, then the county agrees to pay an additional 2% per month charge. If the county believes it is statutorily exempt, please provide the statute citation.
 - 3.1.2 ANNUAL AMOUNT IN SECOND AND THIRD YEAR OF AGREEMENT AND UPON RENEWAL.
 - 3.1.2.1 **This contract price is at the current/incumbent nurse's wage. If a new nurse is needed, the county understands and agrees to pay a higher contract price (for higher wages).**
 - 3.1.2.2 **SECOND (5/1/24-4/30/25) & THIRD (5/1/25-4/30/26) YEARS.** If the current/incumbent nurse remains, then the annual increase will be 3%. If the current/incumbent nurse does not remain, then the annual increase will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 7%, whichever is higher.
 - 3.1.2.3 RENEWALS (5/1/26+). The annual increase will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 7%, whichever is higher.
 - 3.1.3 CREDITS. Any credits due will first be applied to any outstanding invoices.

- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 85. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.43 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: $10 \times \$0.43 \times 91$)
- 3.3.3 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits will be issued after 90 days.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this agreement will begin on May 1, 2023 at 12:01 A.M. and will continue in full force and effect until April 30, 2026 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 1-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, with or without cause and without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. At the end of the 30-day notice period,

the agreement shall terminate with no further obligations by either party except for those obligations that are intended to survive termination (such as payment for services rendered). If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and ACH agree that no party will require performance of any ACH or county worker, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.
- 5.4 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.5 **EMAIL ACCOUNTS.** As a general rule, ACH will not provide frontline email accounts. If the county would prefer that ACH issue email accounts, then the county agrees to pay the additional costs for the licenses (i.e., in 2022, ~\$72/year per email account).
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, request(s) for proposals, request(s) for proposals responses, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.

- 5.7 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy and practice of ACH to provide equal employment opportunities to all workers and applicants for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, disability, height, weight, marital or familial status, age, genetics, or any other status or characteristic protected by applicable state or federal law. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.8 EXCUSED PERFORMANCE. In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.9 FILMING. ACH does not consent to the filming of its workers for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its workers against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.10 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 GOVERNING LAW. This agreement will be governed by the laws of the State of Michigan (without reference to conflicts of laws principles).
- 5.12 HOLD HARMLESS AND INDEMNIFY.
- 5.12.1 ACH will hold harmless and indemnify the county (together with its respective workers) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its workers. With respect to any claim for indemnification, the county will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the workers, agents, and counsel) reasonable access to any of its workers, property, and records for the purposes of conducting an investigation of such claim and for

the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If the county denies ACH reasonable access as set forth, after written request therefore, the county will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.12.2 The county will hold harmless and indemnify ACH (together with its respective workers) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the county or its workers. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the county within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the county (including the workers, agents, and counsel) reasonable access to any of its workers, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If ACH denies the county reasonable access as set forth, after written request therefore, ACH will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.12.3 SURVIVABILITY. The parties' obligations under this Section shall survive termination of this agreement.

5.13 INDEPENDENT CONTRACTORS. ACH may engage certain health care professionals as independent contractors. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals are not employees or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed. ACH will require that all independent contractors it utilizes to provide services under this agreement shall maintain the insurance coverages and limits of liability required by this agreement.

5.14 INSURANCE.

5.14.1 ACH or its subsidiary(s) will maintain CGL coverage and professional liability insurance, including civil rights liability, with minimum limits of \$1,000,000 each occurrence, \$3,000,000 annual aggregate.

5.14.2 ACH or its subsidiary(s) will maintain workers' compensation and employer's liability insurance covering its workers while on the facility's premises that complies with the statutory minimum requirements in the applicable state(s).

5.14.3 ADDITIONAL INSURED. ACH or its subsidiary(s) will cover the county as an additional insured for the sole negligence of ACH or its subsidiary(s) (as appropriate) under the CGL and professional liability portions of insurance.

5.14.4 PROOF OF INSURANCE. ACH shall provide the county with proof that ACH, its staff and any independent contractors have the insurance coverage and limits of

liability required by this agreement. ACH shall promptly notify the county, in writing, of any change in coverage, reduction in limits of liability or cancelation of insurance coverage. If ACH fails to provide proof of insurance as required by this agreement, the county shall be entitled to terminate this agreement without providing 30 days' advance written notice as otherwise required by Section 4.2.2.

- 5.14.5 SURVIVABILITY. The parties' obligations under this Section shall survive termination of this agreement.
- 5.15 INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK). ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.16 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.17 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.18 NON-ASSIGNMENT. No party to this agreement may assign or transfer the agreement, or any of its duties or obligations under this agreement, without the prior written consent of the other party.
- 5.19 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Tuscola County Jail, 420 Court St. #1, Caro, MI 48723. To ACH: Advanced Correctional Healthcare, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.20 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof. Without limiting the generality of the

foregoing, no entity identified in this agreement including but not limited to Freedom Behavioral Health, Inc., is a third-party beneficiary to this agreement.

- 5.21 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.22 SUBCONTRACTING. ACH is a corporation, so it is not contracting to provide health care services; rather, ACH is contracting to arrange for health care services to be provided by a professional organization that can practice medicine in the county's jurisdiction. ACH will manage the contract and recruit and pay subcontractors. Subcontracted services may include, but are not limited to, behavioral health, dental, electronic medical records, nursing, prescribing, and training. For example, ACH subcontracts staffing, behavioral health care, EMR, and training to different subcontractors.
- 5.23 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.24 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

Date

COUNTY OF TUSCOLA, MICHIGAN

Sheriff

Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 4/24/23, the price will increase.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

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

April 6, 2023

Tuscola County Sheriff's Office Mobile Radio Update Project

The Sheriff's Office would like to update several mobile radios that are currently in use in the road patrol fleet. The current radios are the original radios that were obtained when Tuscola County switched to the Michigan Public Safety Communications System (MPSCS) on October 14, 2011, nearly 12 years ago.

Like most things that deal with technology, equipment must be upgraded from time to time. The radios that we are currently using, the Motorola XTL 2500, had production ended on November 30, 2014 and field service support for those radios consequently ended on December 31, 2019.

Because of this, we are looking at moving forward with the purchase of 18 new Motorola mobile radios, which will consist of seventeen APX 4500 and a single APX 6500. These radios are equipped with the latest technology and capabilities that are not currently in place today in the county.

We are asking the Board of Commissioners to allow permission for us to use funding from the existing fund balance for the road patrol to make this purchase. The total purchase cost of the proposed 18 radios will be \$80,095.40, plus an additional \$4,500.00 to put the radios on to the MPSCS system. (Each radio has a onetime mic fee of \$250.00 to place it on the MPSCS system.) Total cost of this project is \$84,595.40.



TUSCOLA COUNTY EMERGENCY MANAGEMENT

03/14/2023

Billing Address:
 TUSCOLA COUNTY
 EMERGENCY MANAGEMENT
 1303 CLEAVER RD 1
 CARO, MI 48723
 US

Quote Date:03/14/2023
 Expiration Date:05/13/2023
 Quote Created By:
 Tyler Stegman
 tstegman@procomminc.net

End Customer:
 TUSCOLA COUNTY EMERGENCY
 MANAGEMENT

Contract: 35115 - STATE OF MICHIGAN,
 MA# 190000001544

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	17	\$2,036.00	\$1,527.00	\$25,959.00
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	17	\$216.00	\$216.00	\$3,672.00
1b	G66BF	ADD: DASH MOUNT O2 APXM	17	\$138.00	\$103.50	\$1,759.50
1c	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	17	\$66.00	\$49.50	\$841.50
1d	G843AH	ADD: AES ENCRYPTION AND ADP	17	\$523.00	\$392.25	\$6,668.25
1e	GA00804AA	ADD: APX O2 CH (GREY)	17	\$541.00	\$405.75	\$6,897.75
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	17	\$0.00	\$0.00	\$0.00
1g	W22BA	ADD: STD PALM MICROPHONE APX	17	\$79.00	\$59.25	\$1,007.25
1h	W969BG	ADD: MULTIKEY OPERATION	17	\$363.00	\$272.25	\$4,628.25
1i	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	17	\$47.00	\$35.25	\$599.25
1j	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	17	\$1,727.00	\$1,295.25	\$22,019.25



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	17	\$0.00	\$0.00	\$0.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
2	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	1	\$3,253.00	\$2,277.10	\$2,277.10
2a	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	2	\$17.00	\$11.90	\$23.80
2b	G67DQ	ADD: REMOTE MOUNT O2 APXM	1	\$327.00	\$228.90	\$228.90
2c	G51AU	ENH: SMARTZONE OPERATION APX6500	1	\$1,320.00	\$924.00	\$924.00
2d	GA00092BB	ADD: APXM DUAL O2 CH (GREY)	1	\$627.00	\$438.90	\$438.90
2e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	\$288.00	\$288.00	\$288.00
2f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$66.00	\$46.20	\$92.40
2g	G843AH	ADD: AES ENCRYPTION AND ADP	1	\$523.00	\$366.10	\$366.10
2h	GA00804AA	ADD: APX O2 CH (GREY)	1	\$541.00	\$378.70	\$378.70
2i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
2j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$567.00	\$396.90	\$396.90
2k	W22BA	ADD: STD PALM MICROPHONE APX	2	\$79.00	\$55.30	\$110.60
2l	W969BG	ADD: MULTIKEY OPERATION	1	\$363.00	\$254.10	\$254.10
2m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	1	\$47.00	\$32.90	\$32.90
2n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	\$330.00	\$231.00	\$231.00
2o	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00

Subtotal

\$106,022.00

Total Discount Amount

\$25,926.60



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total

\$80,095.40(USD)**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

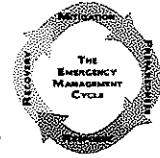


Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



Tuscola County Office of Emergency Management

A division of the Tuscola County Sheriff's Office



Tuscola County LETPA – FY 2022 Cass City/Millington Police Department MDT Project

79-22-LE-01 / R3-2022-80-0001

The Law Enforcement Terrorism Prevention Activities group awarded Tuscola County \$25,000.00 from the FY 2022 Homeland Security Grant Program for the purchase of new MDTs and components for the Cass City Police Department (x3) and the Millington Police Department (x2).

In working within the confines of the county purchase policy and the directives from the Homeland Security Grant Programs, the following quotes were obtained for this project:

It should be noted that as required for any HSGP purchase, a quote must be obtained from a federally recognized socio-economic group vendor. I reached out to two of these vendors, VCloud Services, who I have obtained quotes from in the past, which acknowledged the email request but never provided an updated quote. The second was Ocean, Inc. which never acknowledged the email request for bid.

Dell 5430 Rugged Touch Laptop (CLEMIS Specifications); Quantity: 5

Dell (Oakland Co. Contract Price)	CDW-G (MiDeal Contract Price)	VCloud Services	Ocean, Inc.
\$12,165.20	\$19,875.00	No bid received Previous bid 11/16/22 was \$18,995.00	No bid received

Purchase the above items from Dell, lowest price at \$12,165.20

Havis DS-Dell-426-3 Docking Stations; Quantity: 5

Dell (Oakland Co. Contract Price)	CDW-G	VCloud Services	Valor Outfitters.
\$3,306.65	\$3,775.00	No bid received Previous bid 11/16/22 was \$4,749.95	\$4,587.36

Purchase the above items from Dell, lowest price at \$3,306.65

420 Court St. Suite #1 Caro, MI 48723

www.tuscolacounty.org/emergency/

989-673-5181



Tuscola County Office of Emergency Management

A division of the Tuscola County Sheriff's Office



Cradlepoint IBR900 Series Wireless Routers; Quantity 5

CDW-G (Sourcewell Contract)	CDW-G (MiDeal Contract)	VCloud Services	MobileWANStore
\$8,103.55	\$6,000.00	No bid received Previous bid 11/16/22 was \$10,499.95	\$8,905.00

Purchase the above items from CDW-G, lowest price at \$6,000.00

Panorama Low-Profile 5-in-1 Shark Fin Antennas; Quantity: 5

CDW-G (Sourcewell Contract)	CDW-G (MiDeal Contract)	VCloud Services	5GStore
\$1,243.55	\$1,243.55	No bid received Previous bid 11/16/22 was \$1325.00	\$1,741.45

Purchase the above items from CDW-G, lowest price at \$1,243.55

With your approval, I can now submit the purchase request to our regional planner, who in turn submits it to our regional fiduciary for their approval.

Keep in mind this project is 100% reimbursed out of the FY 2022 HSGP..

Respectfully,

Deputy Steven Anderson

420 Court St. Suite #1 Caro, MI 48723
www.tuscolacounty.org/emergency/
989-673-5181



14-22-LE-01 / K3-2022-90-0001

Savings	\$19,658.10
Subtotal (10)	\$15,471.85
Estimated Shipping	\$0.00
Total	\$15,471.85

✓ You've successfully saved a new eQuote - #3000148497529

QUOTE #1

Details	Billing	Shipping	Payment method
<p>Tuscola County Quote number # 3000148497529 Created March 24, 2023 Expires April 23, 2023 Created by tcemanderson@tuscolacounty.org Authorized buyer Steve Anderson</p>	<p>Order contact Steve Anderson Tuscola County Sheriff's Office Contract Code: C00000009850 Customer agreement number: 071B6600111 Phone number: (989) 673-5181 Additional: tcemanderson@tuscolacounty.org</p> <p>Billing information ROBERT BAXTER TUSCOLA COUNTY 420 COURT ST, CARO, MI, 48723-1698 Customer number: 16873232 Phone number: (989) 673-8161 ext. 2225 Additional: TCEMANDERSON@TUSCOLACOUNTY.ORG</p> <p>Tax exemption I am tax exempt</p>	<p>Shipping information Steve Anderson Tuscola County Sheriff's Office 420 court st, Caro, MI, 48723 Phone number: (989) 673-5181 Additional: tcemanderson@tuscolacounty.org</p> <p>Delivery method FREE Standard Delivery</p> <p>Trade compliance No, I will not be exporting</p>	<p>Purchase Order Purchase Order 80-0001</p>

Items	Quantity	Unit Price	Item total
-------	----------	------------	------------



Latitude 5430 Rgd

Discounted unit price: \$2,433.04

Estimated Delivery

FREE Standard Delivery to 48723 by Friday, April 7, 2023

Catalog Number: 84 / rrc1296685-6947262

Category	Description	Code	SKU	ID
Base	Latitude 5430 Rgd, XCTO	G3VZ8JS	[210-BCFW]	1
Processor	11th Gen Intel® Core™ i7-1185G7, vPro® (12 MB cache, 4 cores, 8 threads, 3.00 GHz to 4.30 GHz Turbo)	G2NRMBT	[379-BERR]	146
Operating System	Windows 11 Pro, English, French, Spanish	G0Y1P9E	[619-AQLP]	11
Office Productivity Software	No Microsoft Office License included	GC70FJV	[658-BCSB]	1002
Base Options	Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics	GGTACJ9	[338-CCRL]	149
Systems Management	ME Lockout MOD - Manageability	G9FVJ6U	[631-ADED]	49
Memory	16 GB, 2 x 8 GB, DDR4, 3200 MHz	GWHU8GC	[370-AGTH]	3
Hard Drive	512 GB, M.2, PCIe NVMe, SSD, Class 35	G8U1XW25	[400-BMRW]	8
LCD	14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	G6NDEXI	[391-BGGI]	760

Category	Description	Code	SKU	ID
Keyboard	English US RGB Backlit Sealed Internal keyboard	GS4ADVL	[583-BILF]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Driver	Intel AX210 WLAN Driver	G5MSY4Q	[555-BHCC]	7
Wireless	Intel AX210 Wireless Card with Bluetooth	GI3D0B5	[555-BHCH]	19
Mobile Broadband	4G CAT16 - Qualcomm® Snapdragon™ X20 LTE (DW5821e), w/o eSIM, Verizon, NMEA GPS port	GW4MVT5	[556-BCYP]	114
Primary Battery	3 Cell, 53.5 Wh, ExpressCharge™ Capable	GUASJ5V	[451-BCWC] [389-ECGC]	112
Power Supply	65W Type-C EPEAT Adapter	G35S0FA	[492-BCXP]	1015
PalmRest	Full Security - Fingerprint Reader, Contacted Smartcard Reader, Contactless Smartcard Reader	GQCY0RK	[346-BHQJ]	55
Protect your new PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Cable	E4 Power Cord 1M for US	G7XRU8M	[537-BBBL]	20
Placemat	Setup and Features Guide	GLPMFC4	[340-CXCE]	60
Carrying Cases	No Carrying Case	G3WKGOY	[460-BBEX]	118
Second Battery	Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery	G6HSLWM	[451-BCWD] [389-ECGC]	113
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-Language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Applications for Windows 11	GYK5F90	[658-BFIP]	1003
Packaging	Mix Ship, Notebook, 5430 Rugged	GTC3KQ1	[340-CYJC]	465
Processor Branding	Intel® Core™ i7 non-vPro Processor Label	GS7J6TG	[389-DXDV]	749
Transportation	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
Support Tech Sheet and Powercord	No UPC Label	G8WGTYN	[389-BCGW]	292
Camera	Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	GPDQFA8	[319-BBHV]	379
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BDTP]	200331
GPS	Dedicated u-blox NEO GPS Card	GHO4RKE	[540-BDCC]	1409
Windows AutoPilot	No AutoPilot	GYE02AP	[340-CKSZ]	291
Rear Expansion Port	Additional USB-A rear port	GIZW7X1	[590-TFHR]	698
Right Side Expansion Port	Additional TBT/Type-C port	G7TB09C	[325-BEJZ]	289
Handle	Rigid handle	G5GV1OW	[750-ADPK]	200503

Category	Description	Code	SKU	ID
Hardware Support Services	5 Years ProSupport Plus with Next Business Day Onsite Service	PPN5	[808-6796] [808-6797] [808-6827] [808-6845] [975-3461] [997-8367] [808-6805] [808-6826]	29
Premier discount				-\$18,769.80

Item total: \$12,165.20

LAPTOPS

Havis DS-DELL-426-3 - Docking station - GigE - for Dell Latitude 12, 14, 5414, 5420, 5424, 7214, 742

5 \$838.99 \$4,194.95



HAVIS DS-DELL-426-3 - DOCKING STATION -

Discounted unit price: \$661.33
 Manufacturer Part#: DS-DELL-426-3
 Dell Part#: AB913619

Estimated Delivery
 FREE Standard Delivery to 48723 by Monday, December 18, 2023

Catalog Number: 84 / rrcr1296685-6787098

Category	Description	Code	SKU	ID
Additional Non-System Options	HAVIS DS-DELL-426-3 - DOCKING STATION -	10864787	[AB913619]	702
Premier discount				-\$888.30

Item total: \$3,306.65

DOCKS

Savings: \$19,658.10

Subtotal (10): \$15,471.85

Savings \$19,658.10

Subtotal (10) \$15,471.85

Estimated Shipping \$0.00

Total \$15,471.85

[Support](#) Support

Order Status

Drivers & Downloads

Product Support

Support by Topic

Warranty Information

Order Support

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Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. Orders with Custom Factory Integration might require additional processing time.

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Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE # 2 - MIDEAL

Review and Complete Purchase

STEVE ANDERSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NHGM692	3/23/2023	CRADLEPOINT	4389920	\$30,893.55

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Cradlepoint iBR900 Series iBR900-1200M-B - wireless router - M/WAN - 802.11g</u> Mfg. Part#: MA5-0900120B-NNA UNSPSC: 43233204 Contract: Michigan Master Computing-MIDEAL (071B6600110)	5	5766206	\$1,200.00	\$6,000.00
<u>Panorama Low-Profile 5-in-1 Sharkfin Antenna - Black</u> Mfg. Part#: SH-IN2440 Contract: Michigan Master Computing-MIDEAL (071B6600110)	5	5776205	\$248.71	\$1,243.55
<u>DELL CTO E420 I7-1185G7 512 16 W11P</u> Mfg. Part#: 3000149744601 Contract: Michigan Master Computing-MIDEAL (071B6600110)	5	7408838	\$3,975.00	\$19,875.00
<u>DELL CTO NAVIS DS-DELL-426-E</u> Mfg. Part#: 3000149744427 Contract: Michigan Master Computing-MIDEAL (071B6600110)	5	7409317	\$755.00	\$3,775.00

SUBTOTAL	\$30,893.55
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$30,893.55

PURCHASER BILLING INFO

Billing Address:
TUSCOLA COUNTY SHERIFF'S DEPT
ACCTS PAYABLE
420 COURT ST
CARO, MI 48723-1606
Phone: (989) 673-8161
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
TUSCOLA COUNTY SHERIFF'S DEPT
STEVE ANDERSON
420 COURT ST
CARO, MI 48723-1606
Phone: (989) 673-8161
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

79-TL-LE-01 / R3 - 2022-80-0001

CDW-6-Quote #2 - Sourcewell

Quote # 1CB20JG

Description: 2022-80-0001

Created Date: 03/20/23

Status: Open

Last Edited Date: 03/20/23

Requested By: STEVE ANDERSON

Customer Notes:

Ship to:

TUSCOLA COUNTY SHERIFF'S DEPT
ATTN: STEVE ANDERSON
420 COURT ST
CARO, MI 48723-1606

Billed to:

TUSCOLA COUNTY SHERIFF'S DEPT
ATTN: ACCTS PAYABLE
420 COURT ST
CARO, MI 48723-1606
(989) 673-8161

Shipping method:

Drop Ship Ground

Payment method:

Select payment method during checkout.

Quote Summary



Subtotal	\$9,347.10
*US Tax	\$0.00
Shipping	\$0.00
Grand Total	\$9,347.10

*Tax may change if this quote is amended by your account manager.

Checkout

Add to Cart

Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <p>Cradlepoint IBR900 Series IBR900-1200M-B - wireless router - WWAN - 802.11a MFG Part: MAS-0900120B-NNA CDW Part: 5766206 UNSPSC: 43222609</p>	<p>In Stock Get it Wednesday, April 12 by a CDW partner</p>	<p>\$1,620.71 Pricing Option Applied: Sourcewell 081419#CDW Technology Catalog/NSA</p>	5.0	\$8,103.55
 <p>Panorama Low-Profile 5-in-1 Sharkfin Antenna - Black MFG Part: SH-IN2440 CDW Part: 5776205 UNSPSC:</p>	<p>9-11+ Days Expected in-stock date for this item is between 9-11 days. Item will ship once it is in stock.</p>	<p>\$248.71 Pricing Option Applied: Sourcewell 081419#CDW Technology Catalog/NSA</p>	5.0	\$1,243.55

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QUOTE #3
Quotation



Customer Name: Tuscola County
Contact Name: Steve Anderson
Phone: 989-673-5181
Email: tcemanderson@tuscolacounty.org
Street: 420 Court St. Suite #1
City, State Zip: Caro, MI 48723

Date: 11/16/2022
Quotation #: 1026
Customer ID: TUSCO
Contract Name: Open Market
DUNS #: 118401960
Fed TAX ID: 87-3339514
Terms: UPFRONT
Quote Expiry: 12/10/2022

Order / Payment Address
vCloud Choice Inc.
Street Address: 6860 Dallas Pkwy Suite 200
City, State Zip: Plano, TX, 75024
Toll Free #: (214) 234-9361
Email: support@vcloudchoice.com
Website: www.vcloudchoice.com

Sales Rep Name: Walter John
Sales Rep Email: wjohn@vcloudchoice.com
Phone: (213) 527-2716

Line Item #	Part#	Description	Qty	Unit Price	Ext. Price
1	3000136353334	CTO LAT1 5430 RUG I7-1185G7 16G 12/10/22	4	\$ 3,799.00	\$ 15,196.00
2	TCA5-0900120B-NN	CRADLEPOINT INC : 5-yr NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 router	4	\$ 2,099.99	\$ 8,399.96
3	DS-DELL-426-3-R	HAVISDEVMT, DOCKST, DELL, LAT12-14,3 HGANT, ATOS	4	\$ 949.99	\$ 3,799.96
4	SH-IN2440	PANORAMA ANTENNAS Low profite Sharkfin, 5 in 1	4	\$ 265.00	\$ 1,060.00
Sub Total					\$ 28,455.92
Shipping					\$ -
Sales Tax					\$ 1,707.36
Total					\$ 30,163.28

79-22-LE-01 / R3- 2022- 80-0001

VCloud email



Steve Anderson <stemanderson@tuscocounty.org>
to Weller

Mon, Mar 20, 2:07 PM



Good Afternoon,

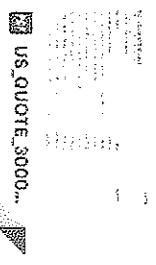
Is there any way you can provide me another quote on this but with a quantity of 5 units as opposed to 4? I need the same specs on the Dell 5430 (see attached) and all of the other items are the same as well.

Thank you,

Steve

...

One attachment • Scanned by Gmail



Harvey James <h james@vcloudchoice.com>
to Support, Bob, stemanderson@tuscocounty.org

Mon, Mar 20, 6:09 PM

Hi Steve,
I am working on it and will get back to you shortly.

Thanks,
Harvey James | Customer Support Specialist
E: h james@vcloudchoice.com
D: 213-527-2878 | O: (214) 234-9361 ext. 1

Please check our website to learn more about us! www.vcloudchoice.com

VCloud Choice Inc.
Office: (214) 234-9361 EXT.
6860 Dallas Pkwy Suite 200 Plano, TX 75024

79-22-LE-01 / R3-2022-90-0001

Dock. quote #3



HOME

SERVICES

EXTERIOR EQUIPMENT

INTERIOR EQUIPMENT

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HAVIS DS-DELL-426-3 Docking Station
 With Standard Port Replication, Triple
 Pass-Through Antenna Connection, &
 Power Supply For Dell Latitude Rugged
 Notebooks 5430, 7330, 5420, 5424 & 7424
 Qty: 5

Subtotal \$4,587.36
 Shipping Free
TOTAL \$4,587.36

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 Yc
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(<http://www.mobilewanstore.com/>)

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ITEMS (1)

NETCLOUD MOBILE ESSENTIALS PLAN AND IBR900 ROUTER WITH WI-FI (1000 MBPS MODEM), 5 YEARS

([HTTPS://WWW.MOBILEWANSTORE.COM/IBR900.ASP?](https://www.mobilewanstore.com/ibr900.asp?)

UTM_TERM=CRADLEPOINT%20IBR900&UTM_CAMPAIGN=CRADLEPOINT+*345&UTM_SOURCE=ADWORDS&UTM_MEDIUM=PPC&HSA_TGT=KWD-

455951145829&HSA_GRP=138668116235&HSA_SRC=G&HSA_NET=ADWORDS&HSA_MT=P&HSA_VER=3&HSA_AD=604758699502&HSA_ACC=9041622380&HSA_KW=CRADLEPOI

MTCUUXKAAIDHEALW_WCB)

SKU: MAS-0900120B-NNA

\$1,781.00

x

\$8,905.00

[X REMOVE](#)

SUMMARY

SUBTOTAL	\$8,905.00
Estimated Shipping	\$0.00
Estimated Tax	----
ESTIMATED TOTAL	\$8,905.00

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Site Map:

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- [Router & Adapter Endpoints \(/Endpoints.asp\)](#)
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Resources:

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- [End of Life Products \(/Cradlepoint-EOL.asp\)](#)

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Panorama Sharkin Antenna for Milmo Cellular, WiFi, & GPS

\$348.29

5

\$1,741.45

Unit Qty Savings Total

Total Items: 5 Weight: 20lbs Amount: \$1,741.45

Sub-Total: \$1,741.45

Sharklin-Quote #3

FedEx



Estimate Shipping

Save Cart

Email Cart

Send Quote

Empty Cart



Also Available

Checkout with PayPal

amazon pay USE YOUR AMAZON ACCOUNT

Company Info

Help & Support

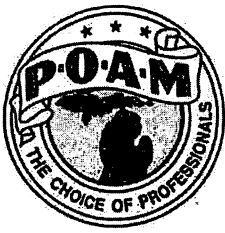
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79-22-LE-01 / R3-2022-80-0001



POLICE OFFICERS ASSOCIATION OF MICHIGAN

27056 Joy Road • Redford, Michigan 48239-1949 • 313 937-9000 • FAX 313 937-9165

Memorandum of Understanding
Between
Tuscola County & Tuscola County Sheriff
-and-
Police Officers Association of Michigan
Tuscola County Deputy Sheriff
Association

This Memorandum of Understanding and Agreement is made by and between the parties, Tuscola County and Tuscola County Sheriff (hereinafter referred to as "Employer or County") and the Police Officer Association of Michigan, Tuscola County Deputy Sheriff Association (hereinafter referred to as "Union"). This memorandum of understanding is to modify the recognition clause (Section 1.0.) of the collective bargaining agreement (CBA).

WHEREAS the Employers currently recognizes Mechanics in the CBA of the Tuscola County Corrections Officers and Excludes the Mechanics from the Tuscola County Deputy Sheriff Association DSA.

WHEREAS, the Employers wishes to transfer the Mechanics from the Tuscola County Corrections Officers CBA, to the Tuscola County Deputy Sheriff Association DSA CBA.

NOW, THEREFORE, the Employers and Union agree to modify the Recognition Clause as follows:

Section 1.0. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act #379 of Public Acts of 1965, as amended, the Employer" does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the Bargaining Unit described below:

All full time non-supervisory employees of the County of Tuscola working in the Sheriff's Department eligible for Act 312 arbitration (Certified Deputies), **and to include Mechanics**, but excluding the Sheriff, executive employees (Undersheriff), supervisory employees (Lieutenants, Sergeants, Detectives, Jail Administrators and Corporals), confidential employees (Sheriff's Secretary), employees not eligible for Act 312 arbitration (Correctional Officers, Records Clerks, Cooks, and uncertified deputies), part time employees, temporary employees, seasonal employees and all other employees.

The Employer will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization.

FOR THE CITY:
TUSCOLA COUNTY

FOR THE UNION:
POLICE OFFICERS ASSOCIATION OF
MICHIGAN, TUSCOLA COUNTY DSA

BY: _____ BY: _____

DATED: _____ DATED: _____

BY: _____ BY: _____

DATED: _____ DATED: _____

BY: _____ BY: _____

DATED: _____ DATED: _____



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Agenda-New Hire

1 message

Robert Baxter <rbaxter@tuscolacounty.org>

Thu, Apr 6, 2023 at 10:26 AM

To: Clayette Zechmeister <zclay@tuscolacounty.org>, Shelly Lutz <lutzs@tuscolacounty.org>

Cc: Glen Skrent <ggs@tuscolacounty.org>

Request that the hiring of Brooke Wilcox to fill the vacant Records Clerk position be approved pending a physical/drug screen. The background has been successfully completed. The position is to be filled upon her 2-week notice obligation. Starting pay at step 1 (\$17.64).

Undersheriff Robert E. Baxter
Tuscola County Sheriff Administration
420 Court St
Caro, MI 48723
989-673-8161 ext 2225
Fax: 989-673-8164

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TUSCOLA COUNTY CENTRAL DISPATCH AUTHORITY

BY-LAWS

ARTICLE I

PURPOSE, DIRECTOR, AND BOARD

The Tuscola County Board of Commissioners has created the Tuscola County Central Dispatch Authority (“Authority”) under the auspices of 1986 PA 32, as amended (“Act 32”). The purpose of these By-Laws is to give further definition to the procedures under which the Authority will operate.

Section 1. Purpose

The Authority’s purpose shall be to administer emergency telephone dispatch operations within Tuscola County. The Authority shall adhere to the duties set forth by the compiled laws of PA 32 of 1986, PA 196 of 1991, PA 29 of 1994, and any further amendments.

Section 2. Director and Board

The Authority will be supervised by the T.C.C.D Director (“Director”) and the T.C.C.D Authority Board (“Authority Board”). The Director and Authority Board shall have the powers specified herein and shall report to the Tuscola County Board of Commissioners.

ARTICLE II

FINANCES

Section 1: Fiscal Agent

The Authority shall serve, pursuant to the State of Michigan’s guidelines, as the fiscal agent for the Tuscola County with respect to the funding received by the County pursuant to the County’s E-911 Plan and various grant applications. The Authority Board shall be responsible for establishing an approval process for all financial expenditures and for providing required financial report to any grantors and the State of Michigan, and for acting in compliance with the financial standards and requirements of the State of Michigan and Tuscola County. The Authority Board’s established fiscal procedures must be formally approved by the Tuscola County Board of Commissioners.

For each fiscal year, the Authority Board shall submit for approval to the Tuscola County Board of Commissioners a budget that shall comply with the following:

1. It shall segregate anticipated revenues into account expenditures designed to cover expected expenditures.
2. It shall balance anticipated revenues with expected expenditures and contingency accounts.
3. No expenditure may be authorized if it will result in an actual budgetary account deficit or is at a rate which will eventually lead to an actual account deficit prior to the end of the fiscal year.
4. Except for the transfers made by the County's Chief Fiscal Officer as authorized in its general appropriation act, no funds shall be transferred across line items without the Authority Board submitting a transfer request to the Tuscola County Board of Commissioners for final approval.
5. The Tuscola County Board of Commissioners shall amend the budget to meet deviations in expected revenues for previously authorized expenditures.

Section 2. Audit

An annual audit of the Authority's expenditures shall be completed by the County. The audit shall meet the requirements of PA 29 of 1994 of the Uniform Budgeting and Accounting Act, and shall also detail all revenues collected and/or expended for the development and/or operation of the Authority's E-911 Center.

A true copy of this annual audit shall be given to each member of the Authority Board. Each member of the Authority Board shall have the right to request other financial information regarding the Authority budget, funds, and expenditures. This information shall be made available to the requesting member within ten business days.

Section 3. Fiscal Records

All funding documents prepared by or on behalf of the Authority Board and requiring formal action by the Tuscola County Board of Commissioners must be filed with the County Clerk, who shall maintain them with the County's fiscal records.

ARTICLE III

BOARD OF DIRECTORS

The Authority Board shall consist of nine (8) members as follows and appointed as provided within the County's E-911 Plan:

1. The County Sheriff
2. One representative of the Michigan State Police
3. Emergency Services Manager
4. One representative of the County Commissioner's
5. One representative from Chief of Police Association
6. One representative from the Fire Chief's Association
7. One representative from Emergency Medical Services
8. Chief Information Officer of Tuscola County
9. Dispatch Director- nonvoting member

Section 2. Appointments

Board members shall be appointed by the following means:

1. County Sheriff, as elected by the residents of Tuscola County
2. Michigan State Police, Post Commander or designee appointed by Post Commander
3. Emergency Services Manager
4. County Commissioner, Appointed by the Board of Commissioners
5. Chief of Police Association, member will be selected by the Police Chiefs Association with final approval by the Board of Commissioners.
6. Fire Chief's Association member will be selected by the Fire Chief's Association with final approval by the Board of Commissioners.
7. Emergency Medical Services applicants will submit a letter of intent to the Board of Commissioners for final selection. EMS Board Member must be active member for an EMS provider in Tuscola County.
8. Chief Information Officer

Section 2. Board Terms

Each member shall remain in office until a successor is duly appointed, or until the member resigns, or is disqualified because of the conditions that qualified the member for appointment are no longer present, or because he or she has otherwise been removed by the Tuscola county Board of Commissioners for cause. Only a County Commissioner in office may be the Board of Commissioner's Representative. The Authority Board shall elect its own officers in January of each year.

Section 4. Regular Meetings

1. Regular meetings of the Authority Board shall be held on a pre-announced schedule, to be held at least quarterly or as otherwise may be needed. The Authority Board must have a meeting in January of each year to elect officers for the year.
2. All procedures of the Authority Board and any committee of the Authority shall be publicly announced and open to the public in accordance with and subject to the provisions of Michigan's Freedom of Information and Open Meetings Act, Public Act 442 of 1976 and Public Act 267 of 1976 inclusive, and Acts amended thereto.

Section 5. Special Meetings

If special meetings are called, each member of the Authority board shall be advised, and public notice posted, at least twenty-four (24) hours prior to the special meeting. Special meetings shall be called by the Chairperson of the Authority Board or by a majority of the members of the Authority and the notice of the meeting posted pursuant to the requirements of the Open Meetings Act.

Section 6. Other Responsibilities

An authority member may be represented at a board meeting by a representative, provided that such a representative shall not be counted for purposes of determining a quorum and shall not be permitted to cast a vote on board action. Notwithstanding the above, the Sheriff and State Police Authority Board member may appoint a representative, and their representatives shall be counted in calculating a quorum and may vote.

Section 7. Compensation

There shall be no compensation to any Authority member, except as may be provided by the Tuscola County Board of Commissioners.

Section 8. Conflict of Interest

Members of the Authority Board or agencies represented by the member, shall not benefit financially from Authority membership. If an Authority member or his or her agency is being considered for a contract or other funding by the Authority, that member must declare that he or she is in conflict of interest. That member may not participate in discussions or voting

concerning that contract or funding decision about which there is conflict of interest. However, that member may be available to the Authority to answer questions that may be raised by other authority members.

Section 9. Resignation

Resignation from the Authority Board shall be by written letter to be submitted to the Chairperson of the authority Board and to the Chairperson of the Tuscola county Board of Commissioners. The resignation shall be effective upon receipt of such notice by the Tuscola County Board of Commissioners.

Section 10. Budget Adoption

An annual meeting shall be required for the purpose of approving the next calendar year budget for the Authority. This approval shall require that a majority of the Authority Board members appointed and serving. This approval shall constitute the Authority Board's recommendation to the Tuscola County Board of Commissioners for adoption of the Authority budget.

Section 11. Voting

Each permanent member of the authority Board shall have one (1) vote, unless as prescribed within the Tuscola County E-911 Service Plan. The act of majority of the Authority Board members present and voting at any regular meeting or special meeting with a quorum present, shall be the act of the whole Authority except as otherwise, provided by these By-Laws. All votes of members of the Authority shall be recorded and shall become matters of public record.

Section 12. Quorum

No official business shall be conducted without a proper quorum. The quorum shall constitute five (5) members of the Authority Board.

ARTICLE V

AUTHORITY AND DUTY OF OFFICERS

Section 1. Elected Officers

The elected officers of the Authority shall consist of a Chairperson, Vice-Chairperson, and a Secretary.

Section 2. Qualification

Elected Officers shall be voting members of the Authority.

Section 3. Chairperson

The Chairperson will preside at all Authority Board meetings and will create such committees as deemed necessary by the authority Board, and shall make appointments to those committees with concurrence of the authority Board members.

Section 4. Vice-Chairperson

The Vice-Chairperson will assume the duties of the chairperson in his/her absence.

Section 5. Secretary

The Secretary will ensure that minutes are prepared and available as a matter of public record, public notice posting of meetings, and/or changes. The Secretary shall distribute copies of all; meeting minutes to each Authority Board within 14 days of the conclusion of each meeting.

Section 6. Terms of Office

The term of office for officers shall be one (1) year from the first regular meeting or until successors are duly elected. Election of officers shall occur in January of each year. The term of office shall be effective upon election.

Section 7. Resignation

Resignation from office shall be a written letter submitted to the Authority Board.

Section 8. Vacancies

Vacancies of Officers shall be filled by a special election conducted by the Authority Board for the remaining term of office. Notification of newly appointed officers shall be provided to the Tuscola County Board of Commissioners.

ARTICLE VI

DIRECTOR

Section 1. Appointment Process

The Authority Board shall review candidates for the position of Director. Interviews of the potential director candidates will be done by a sub-committee consisting of the following members:

- Board of Commissioner - Authority Board Member
- County Controller
- County Sheriff
- Current Dispatch Director (?)
- Fire Chief's Representative Board Member
- Human Resources representative from the County
- Michigan State Police Authority Board Member

Sub-Committee will be constructed with the above listed Board Members. Board Members with conflicts of interest can be substituted with other Authority Board Members. In the event the previous Dispatch Director was terminated, this position can be filled by a Dispatch Director from a surrounding county.

The Sub-Committee shall determine the top candidates for consideration, if there is a superior candidate, they can make the final recommendation directly to the Board of Commissioners for appointment.

The Tuscola County Board of Commissioners shall make the appointment of the Director from the candidates reviewed by the Authority Board and/or the Sub-Committee recommendations.

Section 2. Term

The Director shall serve at the will of the Tuscola County Board of Commissioners.

Section 3. Duties

The Director shall be responsible for the day to day operation of the Emergency Dispatch Center within policies set by the Authority Board. Any dispute between the Director and the Authority Board regarding such policies shall be resolved by the Tuscola County Board of Commissioners. The Tuscola County Board of Commissioners shall define the Director's duties through a job description. The Director shall keep an accurate accounting of the financial operations of the authority and shall report on such financial activities at each Authority Board meeting.

ARTICLE VII
AMENDMENTS

Section 1. Amendments

These By-Laws may be amended at any time by the resolution approved by two-thirds of the Tuscola County Board of Commissioners.

ARTICLE VIII
EFFECTIVE DATE

Section 1. Effective Date

These By-Laws shall become effective immediately after an affirmative vote of two-thirds of the Tuscola County Board of Commissioners appointed and serving.

AUTHORIZED SIGNATURES

Approved by the Tuscola county Board of Commissioners:

Chairman

County Clerk



netsource one

Quote

Viper Firewall Upgrade

Prepared for:

Tuscola County Central Dispatch

Jon Ramirez

(989) 550-4036

jramirez@tuscolacounty.org

Shipping to:

NetSource One

Brenda Boughner

5454 Hampton Place

Saginaw, MI 48604-9282

Prepared by:

NetSource One, Inc.

Trever Shetler

989-272-4742

trever.shetler@nsoit.com

Quote Information:

Quote #: NSOQ33412

Date: 3/31/2023

Expires on: 4/30/2023 2:00 PM

STATEMENT OF WORK

Viper Firewall Upgrade

SOW # NSOQ33412

SOW Issue Date:
3/31/2023

Services Provided By:
NetSource One, Inc.
5454 Hampton Place
Saginaw, MI 48604

Services Provided For:
Tuscola County Central Dispatch
1303 Cleaver Road
Caro, MI 48723

This SOW, effective as of the signatory date below, is entered into by and between NetSource One and customer, and describes the requirements by the parties for the successful provisioning of the services.

PROJECT DESCRIPTION AND SCOPE

Project Overview

- Replace VIPER routers with Fortinet firewalls to provide enhanced security and satellite to host redundancy
- Replacement of the routers will enhance and simplify internal VIPER routing and eliminate the possibility of local loops
- Managed firewall and switch services have been added to the quote to provide central management and monitoring of the firewalls and switches
- ESinet routing will be converted to BGP to improve redundancy and provide better path control (During this conversion calls will need to be routed to MEVO)

NSO Responsibilities

- Design Services
- Project Management
- Configure firewalls per NSO and Fortinet best practices
- Configure firewalls for FIPS-CC per Fortinet Security Policy
- Update firmware to latest stable version
- Configure HA pair
- Add firewalls to FortiManager
- Configure routing
 - Will need to work with PFN to configure BGP
 - Route-maps will be used to control advertisements
- Configure firewall policies
- Configure multicast routing if VIPER is not using the multicast forwarder
- Configure AD-VPN as a tertiary path back to host sites
- Install firewalls onsite
 - Route 911 calls to MEVO
 - Install new firewalls
 - Work with PFN to verify routing
 - Verify routing
 - Route 911 calls back to the CPE (VIPER)
 - Perform several test 911 and admin calls
 - Perform failover tests on firewalls
 - Verify AD-VPN routing is functional
 - Provide site contact with VIPER routers for re-sale for re-purposing.
- Attend to the following items as if managed by NetSource One:
 - Update logging
 - Update availability and performance monitoring
 - Update client agreements

- Update NetSource One documentation of new device (configuration and support renewal status)
- Project close meeting

Client Responsibilities

- Allow for a period of downtime while hardware is installed
- Allow access to physically secure location for installation
- Provide sufficient power and cooling for new hardware
- Provide internet access for the VIPER firewalls

Assumptions

- Services on-site only performed when necessary
- Client will purchase managed firewall and switch services from NetSource One to maintain configuration consistency and maximum availability
- Additional cabling may be required

Viper Firewall Upgrade

Thank you for considering NetSource One for your technology needs. The details of your quote are below:

NOTICE: Due to volume, inclement weather, and Covid-19 impacts some of our vendor/carrier partners are experiencing shipping delays. There may be extended delivery time frames from time of quoting to placing order(s), therefore we cannot guarantee exact shipping/delivery dates. We appreciate your understanding and thank you so much for your business!

Products

Description	Qty	Unit Price	Ext. Price
Fortinet FortiGate 101F Network Security/Firewall Appliance - 22 Port - 10GBase-X, 1000Base-T, 1000Base-X - 10 Gigabit Ethernet - AES (256-bit), SHA-256 - 500 VPN - 21 x RJ-45 - 10 Total Expansion Slots - 1U - Rack-mountable	2	\$3,195.00	\$6,390.00
Fortinet FortiCare Comprehensive Support - 3 Year For: Fortinet FortiGate 101F Support: 24x7 Next Business Day - Service Depot - Exchange - Parts - Physical, Electronic	2	\$2,440.00	\$4,880.00
Fortinet FortiSwitch 108F Ethernet Switch - 8 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 2 Layer Supported - Modular - 2 SFP Slots - 6.20 W Power Consumption - Optical Fiber, Twisted Pair - PoE Ports - Desktop - Lifetime Limited Warranty	2	\$295.00	\$590.00
Fortinet FortiCare Comprehensive Support - 3 Year For: Fortinet FortiSwitch 108F Support: 24x7 x Next Business Day - Service Depot - Exchange - Parts	2	\$95.00	\$190.00
10GE SFP+ Passive Direct Attach Cable	2	\$75.00	\$150.00
Patch Cord 3ft Cat6-a Orange (non-booted)	1	\$3.00	\$3.00
Patch Cord 7ft Cat6 Orange (non-booted)	8	\$7.00	\$56.00
Patch Cord 3ft Cat6 Yellow (non-booted)	2	\$3.00	\$6.00
SubTotal			\$12,265.00

Professional Services (Fixed Fee)

Description	Qty	Unit Price	Ext. Price
Professional Services (Fixed Fee) - Labor is quoted as a fixed-fee per statement of work - Any item not outlined in the statement of work is not included and therefore may be subject to additional pricing at our standard T&M rates on a separate ticket			
SubTotal			\$4,169.00

Monthly Services

Description	Qty	Unit Price	Ext. Price
Premium Managed L2 Switch: - 24x7 Availability and performance monitoring and alerting - Quarterly firmware reviews and updates (if required) - Remote administration & break-fix (during normal business hours) **Note: This is not SIEM/SOC Services	2	\$10.00	\$20.00
Premium Managed Firewall (HA Pair): - 24x7 availability monitoring and alerting - Remote administration & break-fix during normal business hours - Quarterly firmware review and update (if required) Note: This is not security and information event monitoring (Request SIEM/SOC Services)	1	\$125.00	\$125.00
Monthly SubTotal			\$145.00

Quote No: **NSOQ33412**
 Delivery Date: 3/31/2023
 Expiration Date: 4/30/2023

Viper Firewall Upgrade

Prepared For:
Tuscola County Central Dispatch
 1303 Cleaver Road
 Caro, MI 48723
 Jon Ramirez
 (989) 550-4036
 jramirez@tuscolacounty.org

Shipping to:
Brenda Boughner
 5454 Hampton Place
 Saginaw, MI 48604-9282
 United States

Prepared By:
NetSource One, Inc.
 5454 Hampton Pl
 Saginaw, MI 48604
 Shelby Jones
 989-272-4742
 trever.shetler@nsoit.com

Summary

Description	Amount
Products	\$12,265.00
Professional Services (Fixed Fee)	\$4,169.00
Monthly Services	\$145.00
Subtotal:	\$16,579.00
Tax:	\$0.00
Shipping:	\$0.00
Grand Total:	\$16,579.00

Recurring Amounts:
\$145.00 Billed Monthly

Acceptance

I hereby agree to abide by the terms set forth in the Master Services Agreement and related Addendum(s) at the following link:
<http://www.nsoit.com/legal>.

NetSource One, Inc.

Tuscola County Central Dispatch

Signature: _____
 Name: Trever Shetler
 Date: 3/31/2023

Signature: _____
 Name: Jon Ramirez
 Date: _____

Quote Notes

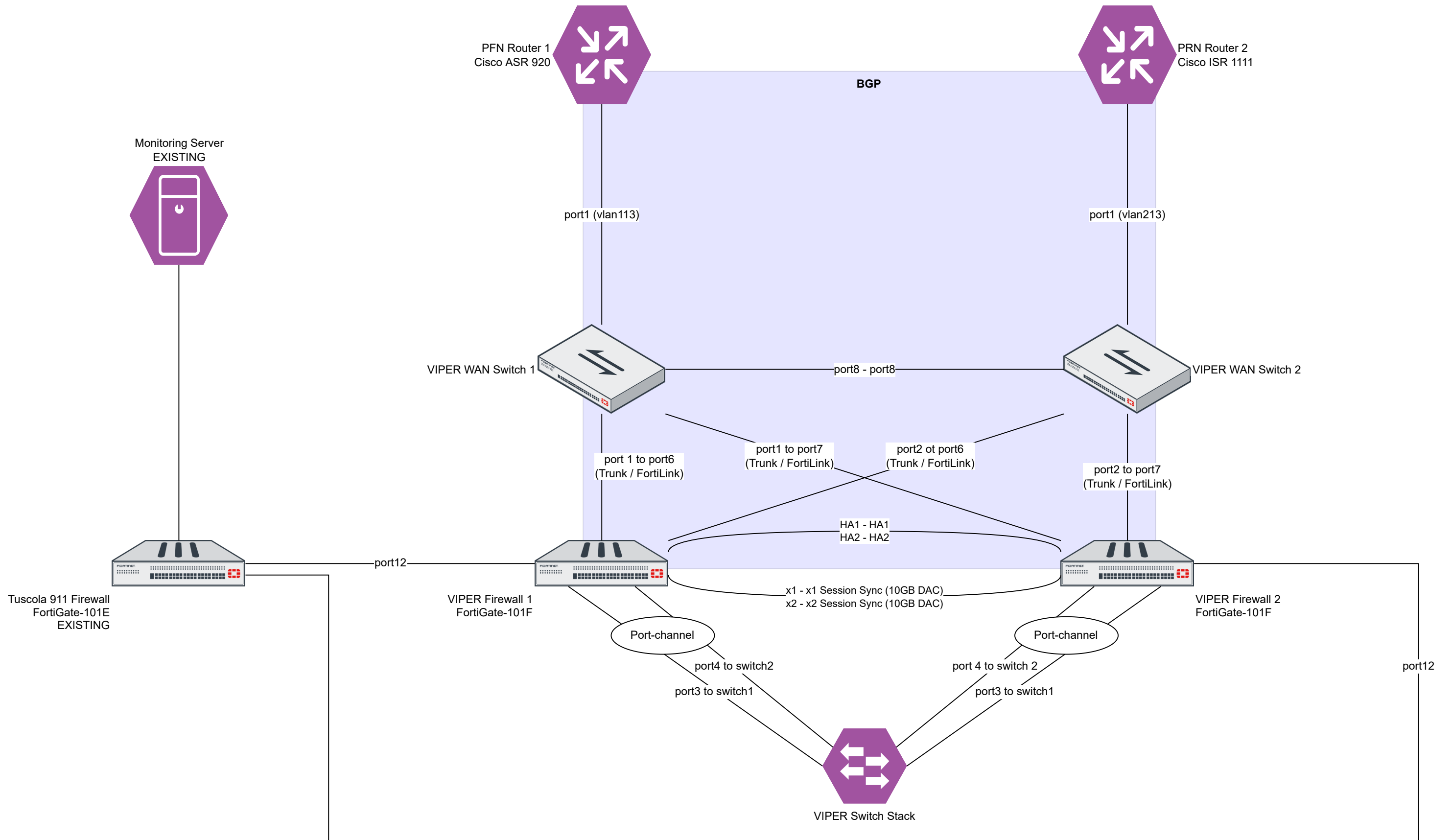
**** A 50% down payment on product will be required at time of quote approval, prior to ordering ****

Any services (if applicable) to be completed during normal business hours (unless otherwise indicated). Out of scope labor, travel & mileage will be billed at time & materials.

If applicable, any leasing information provided is subject to credit approval. The proposal provides an approximate monthly payment for hardware, software and services based upon the contract type and term in months. Any change in the amount financed will change this information. Pricing valid 30 days from day quote is initiated, unless otherwise stated in quote.

Taxes, shipping, handling and other fees may apply. Please do not pay from this quote, you will receive an invoice with the detailed charges. We reserve the right to cancel orders arising from pricing or other errors.

Risk of loss and transfer of ownership is assigned to the purchaser at time of shipment from Manufacturer or Distributor.



TRAVEL/MEAL POLICY
Revised 4/13/23

1. PURPOSE

The purpose of this policy is to establish guidelines to reimburse Tuscola County officials and employees for travel expenses incurred as a result of their official duties at rates established by the Board of Commissioners and in accordance with the specific provisions enumerated herein.

The policy shall apply to all officials and employees who by the nature of their assigned responsibilities, or because of special circumstances, are required by the County to use their privately-owned vehicle for travel and/or perform functions at a location other than their normal work location.

2. POLICY

2.1 Mileage. Mileage will be paid at the rate established by the Board of Commissioners to those officials and employees required to use their privately owned vehicle in conducting County business. The rate may be updated each year based on the Internal Revenue Service rate. The Board may choose to not increase the rate or fully/partially increase the rate to the IRS rate.

2.1.1 When traveling to out-of-county activities, transportation must be shared whenever possible. Economical use of County funds has priority over personal convenience or preference.

2.1.2 All mileage shall be computed from the normal work location to the destination point and return except in the following situations:

2.1.2.1 Mileage will be computed from residence to destination if actual departure is from the residence and if the distance is less than the distance from work location to destination.

2.1.2.2 If the distance is greater from the residence, the employee may still leave from there, but mileage will be calculated from the work location to destination.

2.1.2.3 Under no circumstances is mileage allowed between residence and normal work location.

TRAVEL/MEAL POLICY

- 2.2 Meals. Effective May 1, 2023 the standard meal rate of \$60.00 per day will be paid except when traveling to these certain metropolitan areas: All of Wayne and Oakland Counties, Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Mackinac Island, Petoskey Pontiac, South Haven, Traverse City, and Leland. When traveling to these areas the standard meal rate of \$75.00 per day will be paid effective May 1, 2023.
- 2.2.1 Official travel, which takes the individual outside the boundaries of Tuscola County during the entire mealtime hours, will render eligibility for a per diem meal allowance, based on when the employee was required to leave and return. Meal allowances are not cumulative from meal to meal or day to day. The Controller's Office shall publish from time to time the approved rates.
- 2.2.2 If all three meals (breakfast, lunch, and dinner) are provided by the conference or training session, then the employee is not eligible for a daily meal reimbursement from the County.
- 2.2.3 Alcoholic beverages are not eligible for reimbursement from the County.
- 2.2.4 Tips are limited to 20% of the total meal cost.
- 2.2.5 Delivery fees of up to \$10.00 are eligible for reimbursement from the County, where deemed appropriate by the Department Head.
- 2.3 Accommodations. Reimbursement may be made for actual expenditures for overnight accommodations subject to the following restrictions and limitations:
- 2.3.1 Overnight lodging expenses for County business will only be reimbursed if said event is 60 miles or more from the County complex in Caro, unless prior approval is obtained by the Board of Commissioners.
- 2.3.2 Reimbursement is limited to the cost of a single room at prevailing rates for accommodations normally used in business; however:
- 2.3.2.1 Double accommodation may be utilized when appropriate.
- 2.3.2.2 If a "double" is shared with a County Official or Employee, each may claim reimbursement for one-half (1/2) of the rate.

TRAVEL/MEAL POLICY

2.3.2.3 If the cost of a “double” is shared with a non-county employee, reimbursement may be claimed for the actual expenditure or an amount equal to the rate for a single occupancy accommodation, whichever is less.

2.4 Budget for Travel Related Expenses. Expenses associated with attendance at meetings, conferences, and seminars shall be requested by the Department Head during the preparation of the annual budget

2.4.1 A written request for all out-of-state travel must be submitted to the Board of Commissioners for review and approval prior to attending. Out-of-state travel expenses incurred by Juvenile Probation employees to visit a juvenile placed out-of-state will not require prior Board of Commissioner approval; but approval by the Chief Judge and Court Administrator is required.

2.4.2 Travel within the State requiring overnight stay will be allowed subject to approval of the Department Head and to availability of funds within the department budget. No additional funds will be transferred to the travel account after adoption of the budget, unless approved by the County Board of Commissioners.

2.4.3 Travel within the State of Michigan for the purpose of transacting County business, i.e., meeting with State Officials or to discuss common concerns with other governmental officials will be allowed subject to approval of the responsible Department Head or Elected Official and no overnight stay is required.

2.5 Violation of Policy. If there is any infraction of this policy, reimbursement from the employee will be required.

2.6 Preparation of the Travel Expense Voucher. The County Travel Expense Voucher must be completed within 30 Days after the conclusion of the event. Original receipts must be attached to the travel voucher, copies will not be permitted. The receipt should have an itemized breakdown of all purchases at the dining establishments in order to receive reimbursement.

PERIOD ENDING 04/30/2023

GL NUMBER	DESCRIPTION	END BALANCE	2023		ACTIVITY FOR	YTD BALANCE
		12/31/2022	ORIGINAL	2023	MONTH 04/30/2023	04/30/2023
		NORMAL (ABNORMAL)	BUDGET	AMENDED BUDGET	INCREASE (DECREASE)	NORMAL (ABNORMAL)
Fund 483 - CAPITAL IMPROVEMENTS FUND						
Revenues						
Dept 000 - CONTROL						
483-000-665.000	INTEREST EARNINGS	7,121.28	0.00	10,000.00	0.00	10,476.09
Total Dept 000 - CONTROL		7,121.28	0.00	10,000.00	0.00	10,476.09
Dept 359 - MISCELLANEOUS						
483-359-693.000	UNREALIZED GAIN/LOSS	(23,932.46)	0.00	0.00	0.00	(506.80)
483-359-699.101	OPERATING TRANSFERS IN-GENERAL	0.00	491,100.00	2,644,491.00	0.00	2,276,166.00
Total Dept 359 - MISCELLANEOUS		(23,932.46)	491,100.00	2,644,491.00	0.00	2,275,659.20
TOTAL REVENUES		(16,811.18)	491,100.00	2,654,491.00	0.00	2,286,135.29
Expenditures						
Dept 359 - MISCELLANEOUS						
483-359-018.001	PARKING LOT SEAL COAT/REPAIRS-MSP	0.00	7,500.00	7,500.00	0.00	0.00
483-359-018.007	CONCRETE REPAIR-MSP	0.00	1,500.00	1,500.00	0.00	0.00
483-359-018.008	PUMP HOUSE DEMO-NEW PARK	1,970.00	6,000.00	28,000.00	0.00	0.00
483-359-983.021	JAIL HOLDING CELL RUBBER FLOORING	22,085.00	0.00	0.00	0.00	0.00
Total Dept 359 - MISCELLANEOUS		24,055.00	15,000.00	37,000.00	0.00	0.00
Dept 901 - PEOPLE'S (PSB) BUILDING						
483-901-805.000	PEOPLE'S (PSB) BLDG ARCH/ENGINEERING	0.00	0.00	115,200.00	0.00	45,840.00
483-901-975.001	PEOPLE'S (PSB) BLDG DEMOLITION	4,500.00	0.00	0.00	0.00	0.00
483-901-975.002	PEOPLE'S (PSB) BLDG REMODEL	0.00	0.00	2,038,191.00	0.00	0.00
Total Dept 901 - PEOPLE'S (PSB) BUILDING		4,500.00	0.00	2,153,391.00	0.00	45,840.00
Dept 928 - BUILDING IMPROVEMENT						
483-928-980.002	FIBER OPTIC LINE/INTERNET SVC	40,000.00	0.00	0.00	0.00	0.00
Total Dept 928 - BUILDING IMPROVEMENT		40,000.00	0.00	0.00	0.00	0.00
Dept 931 - COURTHOUSE						
483-931-018.009	OFFICE PAINTING-MAGISTRATE	131.35	0.00	0.00	0.00	0.00
483-931-019.001	COURTHOUSE SIDEWALKS	4,655.06	8,000.00	0.00	0.00	0.00
483-931-976.019	MAGISTRATE/DISTRICT COURT COUNTER	0.00	55,000.00	55,000.00	0.00	0.00
483-931-981.015	COURTHOUSE WINDOW WELLS	0.00	10,000.00	10,000.00	0.00	0.00
483-931-982.013	CLERK WALK-UP WINDOW	0.00	5,000.00	5,000.00	0.00	0.00
483-931-982.020	STAIN GLASS WINDOW REPAIR	33,275.00	5,000.00	5,000.00	0.00	0.00
483-931-985.018	COURTHOUSE TUCKPOINTING	0.00	50,000.00	66,300.00	0.00	0.00
483-931-985.019	COOLING TOWER	0.00	0.00	0.00	0.00	10,604.30
Total Dept 931 - COURTHOUSE		38,061.41	133,000.00	141,300.00	0.00	10,604.30
Dept 932 - JAIL						
483-932-017.002	PARKING LOT SEALING	3,300.00	0.00	0.00	0.00	0.00
483-932-019.002	JAIL SIDEWALKS COURT/SHERMAN	1,641.63	0.00	0.00	0.00	0.00

PERIOD ENDING 04/30/2023

GL NUMBER	DESCRIPTION	END BALANCE	2023		ACTIVITY FOR	YTD BALANCE
		12/31/2022	ORIGINAL	2023	MONTH 04/30/2023	04/30/2023
		NORMAL (ABNORMAL)	BUDGET	AMENDED BUDGET	INCREASE (DECREASE)	NORMAL (ABNORMAL)
Fund 483 - CAPITAL IMPROVEMENTS FUND						
Expenditures						
483-932-982.015	JAIL - HVAC	0.00	10,000.00	10,000.00	0.00	0.00
Total Dept 932 - JAIL		4,941.63	10,000.00	10,000.00	0.00	0.00
Dept 933 - PURDY BUILDING						
483-933-019.003	PURDY BLDG SIGN REPLACEMENT	30.00	0.00	0.00	0.00	0.00
483-933-019.004	PURDY EXTERIOR STUCCO REPAIRS	44,100.00	0.00	0.00	0.00	0.00
483-933-980.013	PURDY BUILDING TUCKPOINTING	0.00	15,000.00	16,900.00	0.00	0.00
483-933-992.000	PURDY BLDG PARKING LOT REPAIR & MAINT	2,400.00	0.00	0.00	0.00	0.00
Total Dept 933 - PURDY BUILDING		46,530.00	15,000.00	16,900.00	0.00	0.00
Dept 934 - ANNEX BUILDING						
483-934-018.001	ANNEX ROOF REPLACEMENT	82,100.00	0.00	0.00	0.00	0.00
Total Dept 934 - ANNEX BUILDING		82,100.00	0.00	0.00	0.00	0.00
Dept 935 - MSU BUILDING						
483-935-737.012	MSU ENTRY DOOR REPLACEMENT	0.00	3,600.00	3,954.00	0.00	0.00
483-935-971.026	MSU TUCKPOINTING	0.00	7,000.00	7,800.00	0.00	0.00
Total Dept 935 - MSU BUILDING		0.00	10,600.00	11,754.00	0.00	0.00
Dept 936 - HEALTH DEPT/DHHS/DISPATCH BUILDINGS						
483-936-017.002	DHHS CARPET REPLACEMENT	111,424.58	0.00	0.00	0.00	0.00
483-936-018.005	HEALTH DEPT PAINTING	0.00	30,000.00	30,000.00	0.00	0.00
483-936-019.007	HEALTH DEPT SIGN REPLACEMENT	11,900.00	0.00	0.00	0.00	0.00
483-936-970.020	HEALTH DEPT LOBBY REPAIRS	0.00	15,000.00	15,000.00	0.00	0.00
483-936-970.025	HEALTH DEPT BATHROOM REMODEL	0.00	7,500.00	7,500.00	0.00	0.00
483-936-980.020	HEALTH DEPARTMENT-HVAC	0.00	60,000.00	60,000.00	0.00	0.00
Total Dept 936 - HEALTH DEPT/DHHS/DISPATCH BUILDINGS		123,324.58	112,500.00	112,500.00	0.00	0.00
Dept 937 - ANIMAL SHELTER						
483-937-019.006	ANIMAL CONTROL PARKING LOT ADDITION	12,500.00	0.00	0.00	0.00	0.00
Total Dept 937 - ANIMAL SHELTER		12,500.00	0.00	0.00	0.00	0.00
Dept 938 - ADULT PROBATION BUILDING						
483-938-971.023	SIDING	0.00	35,000.00	35,000.00	0.00	0.00
483-938-971.024	WINDOW REPLACEMENT	0.00	15,000.00	15,000.00	0.00	0.00
483-938-971.025	AC REPLACEMENT	0.00	5,000.00	5,000.00	0.00	0.00
483-938-971.028	PRIVACY FENCE	8,800.00	0.00	0.00	0.00	0.00
Total Dept 938 - ADULT PROBATION BUILDING		8,800.00	55,000.00	55,000.00	0.00	0.00
Dept 940 - DISPATCH BUILDING						
483-940-980.015	DISPATCH HVAC	0.00	140,000.00	140,000.00	0.00	0.00

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PERIOD ENDING 04/30/2023

GL NUMBER	DESCRIPTION	END BALANCE	2023		ACTIVITY FOR	YTD BALANCE
		12/31/2022	ORIGINAL	2023	MONTH 04/30/2023	04/30/2023
		NORMAL (ABNORMAL)	BUDGET	AMENDED BUDGET	INCREASE (DECREASE)	NORMAL (ABNORMAL)
Fund 483 - CAPITAL IMPROVEMENTS FUND						
Expenditures						
Total Dept 940 - DISPATCH BUILDING		0.00	140,000.00	140,000.00	0.00	0.00
TOTAL EXPENDITURES		384,812.62	491,100.00	2,677,845.00	0.00	56,444.30
Fund 483 - CAPITAL IMPROVEMENTS FUND:						
TOTAL REVENUES		(16,811.18)	491,100.00	2,654,491.00	0.00	2,286,135.29
TOTAL EXPENDITURES		384,812.62	491,100.00	2,677,845.00	0.00	56,444.30
NET OF REVENUES & EXPENDITURES		(401,623.80)	0.00	(23,354.00)	0.00	2,229,690.99
BEG. FUND BALANCE		1,961,177.47	1,961,177.47	1,961,177.47		1,961,177.47
NET OF REVENUES/EXPENDITURES - 2022						(401,623.80)
END FUND BALANCE		1,559,553.67	1,961,177.47	1,937,823.47		3,789,244.66



Clayette Zechmeister <zclay@tuscolacounty.org>

Parks and Rec Applications

Jodi Fetting <jfetting@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Tue, Apr 11, 2023 at 7:58 AM

There are two partial term positions open.
One expiring December 31, 2023 and One expiring December 31, 2024.
There are four applicants:
Michael Clinesmith
Steve Erickson
Thomas George
Matt Webb

Tuscola County Clerk

Jodi Fetting, CCO
440 N State St - Caro, MI - 48723
(989) 672 - 3780

Visit us online for more services.
www.tuscolacounty.org

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- MACPAC
- Advocacy ▾
- Affiliate / Corporate
- Education ▾
- Magazines
- Documents
- Membership Directory

Legislative Update 3-31-23

WRITTEN BY [DEREK MELOT](#) ON MARCH 31, 2023. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MACSC](#), [MARKETING](#), [NACO](#)

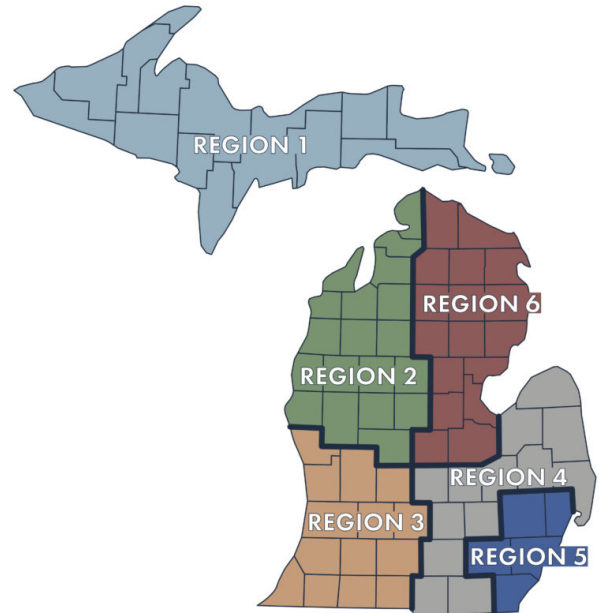
Large field of candidates to vie for MAC Board seats

Fourteen county commissioners from across Michigan have filed to fill five vacant board seats on the MAC Board of Directors in elections to be held at the 2023 Legislative Conference, April 24-26.

“This is the largest field of candidates we’ve had in recent memory,” said Stephan Currie, MAC’s executive director, “so it’s important that we have the best possible participation in the elections on April 25.”

The 16-member MAC Board is the association’s governing body. It meets four times per year.

Candidates for these special elections are:



Region II

- Neil Ahrens, Emmet
- Lauren Flynn, Grand Traverse
- Art Jeannot, Benzie
- Bryan Kolk, Newaygo
- Jarris Rubingh, Antrim

Region III

- Ryan Laylin, Cass

- Tom Matthew, Branch
- Tami Rey, Kalamazoo
- Rick Shaffer, St. Joseph

Region IV

- Irene Cahill, Ingham
- Dwight Washington, Clinton

Region V

- Sarah Lucido, Macomb
- Terry Marecki, Wayne

Region VI

- Donald O'Farrell, Iosco

Election procedures

- Only commissioners who register for the Legislative Conference (see item below) may participate in the regional caucuses that fill these seats.
- Regional Board seats are filled by elections in which each COUNTY gets ONE vote.
- The caucuses will begin at 3:15 p.m. on Tuesday, April 25 in the Lansing Center. (Exact room assignments will be released immediately prior to the conference.)
- Each candidate provided a statement of candidacy with their filing. See below. (If you are not sure which Region your county is in, [please consult this list.](#))
- See statements from each candidate and more details about the election [by clicking here.](#)

Conference will provide substantial info on opioid settlements

With counties now deep into planning on how to deploy funds from national opioid settlements, the 2023 Legislative Conference will be a great aid to county leaders interested in learning more on the subject.



On Tuesday morning, April 25, a breakout will focus on “helping counties learn about best practices on treatment and prevention. It is critical for counties to use evidence-based practices and respond to the needs of their communities, which are facing even higher rates of opioid overdose deaths since the COVID-19 pandemic began.”

In addition, Amy Dolinky, MAC’s technical adviser on opioid settlement planning, will be stationed at an “Opioids Help Desk” in the registration area to respond to inquiries from conference-goers. Among topics Dolinky can address are:

- Understanding the opioid settlement landscape and allowable uses of funding
- Guidance for community engagement and engaging those with lived experience and persons that use drugs
- Assistance with community needs assessments and strategic planning efforts
- Support in development of spending plans

- Preparation for current and future reporting
- Linkage to additional resources and support

Early-bird registration (member rate of \$405) continues to April 3 for the conference, the first of MAC's two signature events for our 125th Anniversary year.

This year's event will be April 24-26 in Lansing, with sessions at both the Radisson Hotel and the Lansing Center. The event is co-hosted by the Michigan County Medical Care Facilities Council (MCMFC).

[Click here to register.](#)

Plenary sessions will feature:

- A discussion with the Legislative "Quadrant" (the four senior officials in the House and Senate) led by MAC's director of governmental affairs, Deena Bosworth
- "A National Perspective on the County Landscape and Priorities" by Matt Chase, executive director of the National Association of Counties
- A MAC Legislative Update from MAC's Governmental Affairs staff
- A State of MAC report from MAC Executive Director Stephan Currie
- Remarks from MAC President Stan Ponstein of Kent County

A Legislative Reception on the evening of Tuesday, April 25, during which MAC will present its County Advocate Awards for legislative service in 2022.

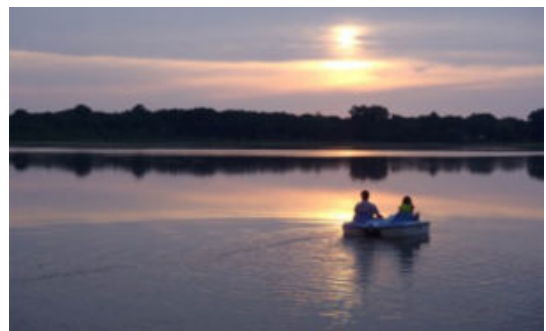
[See conference agenda.](#)

For additional details on hotel rooms, registration pricing, parking and more, visit the [conference page on MAC's website.](#)

Special episode delves into rising issue of lake levels across Michigan

In a special episode of Podcast 83, MAC's Deena Bosworth discusses the rising issue of inland lake levels with a legal expert on county responsibilities for lakes.

Stacy Hissong, general counsel for the Michigan Association of County Drain Commissioners and member of the law firm of Fahey Schultz, reviews both the unique role of Michigan's county drain commissioners and the challenges that counties face on the approximately 400 inland lakes for which they have operational responsibility.



In this episode, learn more about:

- What officer determines the lake level on a lake that a county is responsible for
- Techniques that are used to maintain a proper lake level
- Challenges now confronting counties on lake control

See the full video session, originally recorded on Feb. 21, 2023, [by clicking here.](#)

Previous episodes can be seen at MAC's [YouTube Channel](#).

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

Pension grants are focus of April 6 Treasury webinar

The Michigan Department of Treasury will host the initial webinar to review the Protecting MI Pension: Michigan Local Pension Grant Program on April 6. This initial webinar will focus on the processes that local governments will use to complete and submit an application, along with the process for review and award distribution. Subsequent webinars will focus on technical aspects related to the Protecting MI Pension Grant program, as well as frequently asked questions.



[Register for April 6, 2023, Webinar](#)

Topics will include: Bureau of Local Government and School Services – Trusted Partner Model, Overview of Protecting MI Pension Grant Program, Eligibility Requirements, Grant Application Process, Program Award Distribution Process, Key Dates and Timeline, and Next Steps.

Additional information related to FAQs, program guidelines, and application materials will be available at www.Michigan.gov/MIPensionGrant no later than April 15, 2023. Please be sure to sign up for [Treasury – Local Government email alerts](#) to be notified of additional updates to this grant program and other local government notifications.

Questions regarding the Protecting MI Pension Grant can be directed to Treasury at Treasury-MIPensionGrant@Michigan.gov.

Staff picks

- [Undergrounding electrical lines is an option to prevent power outages, but state policy is needed to better enable the practice](#) (Citizens Research Council of Michigan)
- [Chart of Week: Average Residential Electricity Prices](#) (Michigan Senate Fiscal Agency)
- [Child Care for CHIPS: Will tying semiconductor incentives to child care help build the system we need?](#) (W.E. Upjohn Institute for Employment Research)
- [Elephant in the dining room: Startup makes mammoth meatball](#) (Associated Press)



EATON COUNTY BOARD OF COMMISSIONERS

MARCH 15, 2023

RESOLUTION HONORING THE MICHIGAN ASSOCIATION OF COUNTIES
ON ITS 125TH ANNIVERSARY

Commissioner Augustine moved the approval of the following resolution. Seconded by Commissioner Rogers.

WHEREAS, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

WHEREAS, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

WHEREAS, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

WHEREAS, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

WHEREAS, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

WHEREAS, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

WHEREAS, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

WHEREAS, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

WHEREAS, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

WHEREAS, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

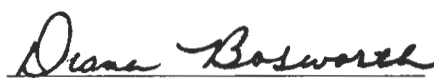
WHEREAS, no fewer than five association presidents have served or are serving in the Michigan Legislature in the 21st century, a testament to the culture of public service inculcated by the association

THEREFORE, BE IT RESOLVED that Eaton County wishes to commend and honor the Michigan Association of Counties on its 125th Anniversary year. Carried unanimously.

STATE OF MICHIGAN
COUNTY OF EATON

I certify that the foregoing is a true and accurate copy of the resolutions adopted by the Eaton County Board of Commissioners, that such resolutions were duly adopted at a regular meeting held on March 15, 2023, and that notice of such meeting was given as required by law.

{SEAL}


Diana Bosworth, Clerk of the Eaton
County Board of Commissioners



March 17, 2023

A Non-Profit Community Supported Service

5450 W. Saginaw, P.O. 177 • Vassar, Michigan 48768

Mr. Jon Ramirez
Director – Tuscola County Central Dispatch
1303 Cleaver Road
Caro, Michigan 48723

Dear Mr. Ramirez-

At last night's meeting of the Vassar Area Ambulance Service (VAAS) Board of Directors, the Board was presented with activity reports for the months of January and February 2023. For the first time ever, these reports presented an accurate and practical accounting of the performance of Mobile Medical Response (MMR) in its administration of healthcare services to our citizens. The Board has worked for several years to find a method of differentiating between true emergency responses (lights and siren) and responses to those service requests which are less critical in nature. Last night's reports finally allowed us to do so.

Our enhanced ability to monitor and manage the performance of MMR is due in large part, to changes you have implemented in your department in regard to priority dispatching. These changes have not only improved the safety of our first responders and the general public, they have also given VAAS and MMR the ability to focus on and measure performance related to the most critical, life-threatening situations. I cannot overemphasize the role you and your department played in these improvements.

The Board would like to express our appreciation and gratitude for your and your staff's willingness to adopt these enhanced procedures and protocols. Change is never without challenge and please know your department's efforts to ensure the health, safety, and well-being of the citizens of Tuscola County are not unnoticed nor taken for granted.

Please feel free to share this letter of appreciation with your department members and the Board of Commissioners.

Once again, our sincere thanks go out to you and your department.

Best regards-

Keith A. Aeder – President
For the VAAS Board of Directors