



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, July 27, 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 Lutz
Pledge of Allegiance - Commissioner Koch
Roll Call - Clerk Fetting

Page

Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 5 - 10
[Board of Commissioners - 13 Jul 2023 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda

[Committee of the Whole - 24 Jul 2023 - Minutes - Pdf](#) 11 - 14

1. Refill Mosquito Abatement Vacant Seasonal Utility Person Position
2. Request to Use Courthouse Lawn for Suicide Awareness Prevention Banner
3. Municipal Employees Retirement System (MERS) Officer Delegate
4. Municipal Employees Retirement System (MERS) Employee Delegate

New Business

1. Out-of-State Travel Request - Honorable Amy Grace Gierhart
[Request for Out-of-State Training](#) 15 - 20
2. Michigan Department of Health & Human Services (MDHHS) Child Care Fund for 2024
[Child Care Fund FY 2024](#) 21 - 22
3. Michigan Department of Health and Human Services (MDHHS) Contract with List Psychological Services
[Final 2023 - 2024 Tuscola County - List Contract Full Year](#) 23 - 28
4. Lease Amendment for Dost Property, LLC Storage Facility
[Lease Amendment Commencement](#) 29
5. American Institute of Architects (AIA) Contract Document for the Peoples State Bank (PSB) Building - Mike Miller, Director of Buildings and Grounds
[AIA Contract PSB](#) 30 - 50
6. Grant Application to the Michigan Department of Environment, Great Lakes, & Energy (EGLE) to Submit in Round 2 of the Creating a Culture of Resilience Capacity
[Bill Ernat Request for Letter of Support](#)
[Letter of Support Rough Draft 7-11-23](#) 51 - 52
7. 8:30 Closed Session Regarding Security (Exempt from Disclosure)
8. GovOS Contract for the County Clerk's Office
[GovOS Amendment 1 to the Agreement for Records Management and Imaging System](#) 53 - 54

Old Business

Correspondence/Resolutions

1. [Legislative Update 7-21-23 - The Michigan Association of Counties](#) 55 - 60
2. [Spend Your Lunch Break with Michigan Association of Counties \(MAC\) Podcast 83](#) 61 - 62
3. [Ontonagon County Resolution 2023-11 State of Michigan Sanitary Code](#) 63

Commissioner Liaison Committee Reports

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
MAC Finance Committee
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

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

Other Business as Necessary

Extended Public Comment

Adjournment

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



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, July 13, 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, July 13, 2023, to order at 8:00 AM local time.

Prayer - Commissioner Bardwell

Pledge of Allegiance - Commissioner Lutz

Roll Call - Clerk Fetting

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

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Honorable Nancy L. Thane, Linda Strasz, Register Marianne Brandt

Also Present Virtual: Tracy Violet, Mary Drier, Shawn Robinson, Renee Francisco, Brandon Bertram, Mark Haney, Isaac White, Cody Horton, Jon Ramirez, Robert Baxter, Cindy Hughes, Barry Lapp, Mitchell Holmes, Matt Brown, Sheriff Glen Skrent

At 8:05 a.m., there were a total of 16 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2023-M-165

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-166

Motion by Thomas Young, seconded by Bill Lutz to adopt the meeting minutes from the June 29, 2023 Regular meeting and from the closed session on June 29, 2023. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2023-M-167

Motion by Bill Lutz, seconded by Matt Koch that the Consent Agenda Minutes and Consent Agenda Items from the July 10, 2023 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Region VII Area Agency on Aging Proposed Multi Year Implementation Plan (AIP) for Fiscal Years 2023-2025 -
Move to approve the Region VII Area Agency on Aging's Multi Year Plan for Fiscal Years 2023-2025. Also, a letter of support will be provided regarding same.

New Business

1. Child Care Fund Basic Grant Increase -
Linda Strasz, Chief Probation Officer, explained the changes to the grant and requested approval to submit for the additional funding.

2023-M-168

Motion by Thomas Young, seconded by Matt Koch that due to the increased funding from the State for the Basic Grant in the Child Care fund, that the amendment to the County Child Care Budget Summary (DHS-2091) be approved. Also, all appropriate signatures and budget amendments are authorized. Motion Carried.

2. Refill Vacant Part-Time Account Clerk II in the Register of Deeds Office -
Marianne Brandt, Register of Deeds, presented a request to refill position.

2023-M-169

Motion by Bill Lutz, seconded by Matt Koch that per the request from Marianne Brandt, Register of Deeds, that Toni James be hired to refill the vacant part-time Account Clerk II position in the Register of Deeds Office. Starting pay will be at \$17.01 per hour which is Step 1 on the pay scale for that position. Tentative start date is Tuesday, July 18, 2023, contingent upon favorable background check, physical and drug screen. Motion Carried.

3. Refill Vacant Economic Development Commission (EDC) Board of Directors Member -

Clayette Zechmeister presented the request received from Steve Erickson regarding an appointment to the EDC Board. Clerk Fetting asked for clarification on the EDC Board members terms that the EDC Director has. Commissioner Bardwell asked for clarification on the number of members that are on the Executive Committee as it appears it is larger than the bylaws allow. Chairman Vaughan will work on both of those matters.

2023-M-170

Motion by Matt Koch, seconded by Bill Lutz that per the recommendation from the EDC Board, Chair Gary Fritz and Executive Director, Stephen Erickson, that Michael Sage refill the vacancy on the Economic Development Commission (EDC) Board of Directors left by Mary Kulis. This was a six-year term, so this appointment would fill the remaining 3 1/2 years of the 6-year term that will expire on December 31, 2026.

Motion Carried.

4. Refill Vacant Corrections Officer Position -

Clayette Zechmeister presented the request received from Robert Baxter, Undersheriff.

2023-M-171

Motion by Bill Lutz, seconded by Matt Koch that per the recommendation of Robert Baxter, Undersheriff, that Brendan Cummings be hired to refill a vacant Corrections Officer position starting at Step 1 at \$19.73 per hour pending a favorable background, physical and drug test.

Motion Carried.

5. Bids for the Renovations to the People's State Bank (PSB) Building for Tuscola County Offices, 171 N State Street Caro, MI 48723 -

Clayette Zechmeister presented the recommendation received from Mike Miller, Building and Grounds Director.

2023-M-172

Motion by Thomas Young, seconded by Thomas Bardwell that Booms Construction from Bad Axe, MI be awarded the bid for renovations to the People's State Bank Building (PSB) for Tuscola County Offices at 171 N State Street Caro, MI, in the total amount of \$1,843,500.00. This includes the reduction of \$3,500.00 for the 150-kw Generac generator in lieu of the 125-kw generator specified. Motion Carried.

6. Bids for the Dispatch Liebert HVAC Unit Replacement -

Clayette Zechmeister presented the recommendation of Mike Miller, Building and Grounds Director.

2023-M-173

Motion by Thomas Young, seconded by Matt Koch that Doty Mechanical from Lansing, Michigan, be awarded the bid for the Liebert HVAC unit replacement at the Dispatch building in the amount of \$99,300.00. Motion Carried.

Old Business

None

Correspondence/Resolutions

1. Legislative Update 6-30-23 - The Michigan Association of Counties
2. Legislative Update 7-7-23- The Michigan Association of Counties
3. Tax Abatement Request from Quality Roasting
4. Alcona County Resolution #2023-13
5. Huron County Resolution Opposing HB 4479-4480 and SB 299-300

Commissioner Liaison Committee Reports

Koch

Behavioral Health Systems Board

Recycling Advisory

At the last meeting, discussions were had of the new legislative changes.

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA

Meeting Cancelled.

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

Meets Monday morning.

MAC Workers Comp Board

MAC Finance Committee

Meets in August.

TRIAD

Group has disbanded.

Local Units of Government Activity Report

Young

Board of Public Works

County Road Commission Liaison
Road Commission is looking at getting a building to store equipment.

Dispatch Authority Board
Update provided.

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
There are many projects underway.

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

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
Update provided regarding number of people using shelters.

Other Business as Necessary

-Clayette Zechmeister will be attending a MAC Administrative meeting.

-Commissioner Bardwell extended sympathies to Kristi Phipps and family.

At 8:43 a.m., there were a total of 20 participants attending the meeting virtually.

Extended Public Comment

None

Adjournment

2023-M-174

Motion by Thomas Young, seconded by Bill Lutz to adjourn the meeting at 8:44 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO



MINUTES

Committee of the Whole Meeting

8:00 AM - Monday, July 24, 2023

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

Commissioner Vaughan called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, July 24, 2023, to order at 8:00 AM local time.

Roll Call - Clerk Fetting

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

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Larry Zapfe, Honorable Judge Nancy L. Thane, Linda Strasz, Karen Southgate, Kristin Mackowiak, Honorable Judge Jason E. Bitzer, Sheila Long

Also Present Virtual: Tracy Violet, Don Derryberry, Amanda Ertman, Cody Horton, Mark Haney, Mary Drier, Treasurer Ashley Bennett, Renee Francisco, Matt Brown, Mitchell Holmes, Jon Ramirez, Sheriff Glen Skrent, Robert Baxter, Barry Lapp

At 8:05 a.m., there were a total of 16 participants attending the meeting virtually.

New Business

1. Child Care Fund Fiscal Year 2023-2024 -

Linda Strasz, Chief Probation Officer and Honorable Nancy L. Thane presented regarding the upcoming program. Matter to be placed on Thursday's Agenda.

2. Child Care Fund Projected Costs and In-Home Care Parent Education and Supervised Visitation Education Program -

Karen Southgate, Director, Michigan Department of Health & Human Services (MDHHS), requested approval of the 2091 budget. Matter to be placed on Thursday's agenda.

3. 2023-2024 Michigan Department of Health and Human Services (MDHHS) Contract with List Psychological Services -
Karen Southgate, Director, Michigan Department of Health & Human Services (MDHHS), requested approval to continue the contract with List Psychological. Matter to be placed on Thursday's agenda.
4. Refill Vacant Position Due to Retirement -
Honorable Jason E. Bitzer and Sheila Long explained the request to fill the position of the Warrant Clerk as that person is retiring at the end of the year. Board requested cost amounts that will need to be considered. Matter to be placed on Thursday's agenda.
5. Refill Vacant Seasonal Utility Person Position -
Larry Zapfe, Mosquito Abatement Director, is requesting to hire Brittany Benjamin to fill a vacant position. Matter to be placed on the Consent Agenda.

Director Zapfe also reported that the mosquito test pools have come back negative.
6. Request to Use Courthouse Lawn for Suicide Awareness Prevention Banner -
Clayette Zechmeister explained the request received from Susan Holder, Tuscola Behavioral Health Systems. Matter to be placed on the Consent Agenda.
7. Lease Amendment for Dost Property, LLC -
Clayette Zechmeister, Controller/Administrator, explained the request to amend the lease to add the date of commencement. Matter to be placed on Thursday's agenda.
8. Municipal Employees Retirement System (MERS) Officer Delegate -
Clayette Zechmeister, Controller/Administrator, explained the selection of the Officer Delegate. Matter to be placed on the Consent Agenda.
9. Municipal Employees Retirement System (MERS) Employee Delegate -
Clayette Zechmeister, Controller/Administrator, explained the selection of the Employee Delegate. Matter to be placed on the Consent Agenda.
10. Jail Millage Information Sign (matter added) -
Commissioner Bardwell has been asked by residents regarding the sign being paid for with county funds. Clayette Zechmeister explained the guidance that was given by Clark Hill regarding the 60-day gag rule and the opportunity for county funds to be able to pay for the informational sign.

Old Business

None

Finance/Technology***Primary Finance/Technology***

1. Second Quarter 2023 Financial Reports -
Debbie Babich, Fiscal/Personnel Analyst, provided an update and review of the financial reports included in the agenda.

2. 2023 Audited All Fund Beginning and Estimated Ending Balances - Clayette Zechmeister, Controller/Administrator, reviewed the reports included in the agenda packet regarding the fund balances.
3. Four-Year All Funds Audited Ending Fund Balances - Clayette Zechmeister, Controller/Administrator, reviewed the report comparing previous year's balances to the current year.
4. County Revenue Sharing Update - Clayette Zechmeister, Controller/Administrator, explained changes in the revenue sharing program from the State.
5. GovOS Contract for the County Clerk's Office - Eean Lee, Chief Information Officer and Jodi Fetting, County Clerk explained the need for the contract extension. Matter to be placed on Thursday's agenda.

On-Going and Other Finance

None

On-Going and Other Technology

-Eean Lee addressed the high-speed access in rural areas and a 5-year plan that has been proposed.

Recessed at 9:02 a.m.

Reconvened at 9:05 a.m.

At 9:05 a.m., there were a total of 19 participants attending the meeting virtually.

Building and Grounds

Primary Building and Grounds

None

On-Going and Other Building and Grounds

None

Personnel

Primary Personnel

None

On-Going and Other Personnel

None

Other Business as Necessary

1. Michigan Association of Counties (MAC) Fall Conference - Tom Young, District 1 Commissioner, addressed the dates of the MAC annual conference and encouraged the Commissioners to attend.

Public Comment Period

None

Adjournment

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

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT

STATE OF MICHIGAN



54TH JUDICIAL CIRCUIT COURT

HON. AMY GRACE GIERHART
CIRCUIT COURT JUDGE

440 NORTH STATE STREET
CARO, MICHIGAN 48723

(989) 672-3720

July 25, 2023

To: Tuscola County Board of Commissioners

From: Hon. Amy Grace Gierhart, Circuit Judge

Re: Request for Approval of Out of State Travel for Training

All Rise Treatment Court Institute, Judicial Practitioner Training, Oklahoma City, OK

Judge Bitzer and I are requesting approval for out of state travel to attend the All Rise Treatment Court Institute, Judicial Practitioner Training*. The funds for this travel are already contained in our budget for 2023. The expenses will be paid out of the Employee Training (101-130-957-000) Unified Court Budget item. (Balance as of 07/25/23 is \$11,552.30. The registration fee includes breakfast and lunch, we will not be seeking reimbursement of our meals. Additionally, I am not attending the annual Michigan Judge's Association Conference on Mackinac Island this summer which usually costs about \$1,500.

Registration Fee: 850.00

Airline Ticket (Basic): 766.40

Hotel: 580.76

\$2197.16 x2= \$4394.32

*The training consists of 4 full days of training, Tuesday-Friday. Monday and Saturday would be travel days. The exact dates are not included in this correspondence for security considerations.

Summary Agenda Fees
Lodging FAQ About Us

Register Now

Already Registered?

Practitioner Training: Judicial

The Treatment Court Institute's Practitioner Training is designed exclusively for treatment court judges. This weeklong in-person training offers an in-depth education on your role in treatment courts facilitated by national experts. Research confirms that individualized training improves treatment court outcomes. During the Practitioner Training, you will receive dynamic education on your role, treatment court team dynamics, psychopharmacology, treatment, incentives and sanctions, and other key topics.

Plus, breakfast and lunch are included with your registration fee!

Please visit the "Fees" page above for the registration cost and more information.

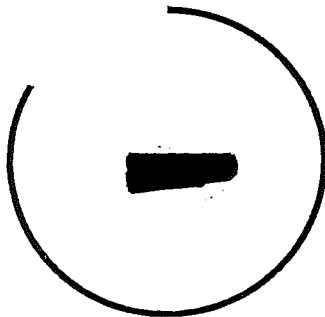
New this year, Practitioner Training includes opportunities to network with your colleagues, share ideas, ask questions, and participate in breakout discussions by court type and moderated discussions on burning issues. This training is for those currently serving as a judge in a treatment court or are part of a team planning for or implementing a program

**TRAINING
DATES:**
[REDACTED]
[REDACTED]

REGISTER BY:
[REDACTED]

Sheraton Oklahoma City Downtown Hotel
 1 North Broadway Avenue
 Oklahoma City, OK 73102
 USA

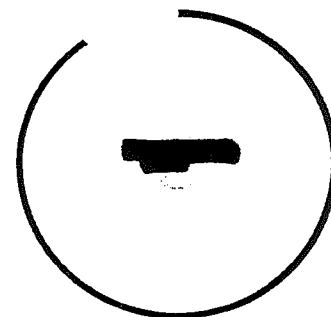
Countdown to the Event:



DAYS



HOURS



MINUTES

Contact Us

Register Now

Already registered?



Treatment
Court Institute
↑

Impaired
Driving Solutions
↑

Justice
for Vets
↑

Center for
Advancing Justice
↑

[Privacy Policy](#)

National Association of Drug Court Professionals
 625 N. Washington St., Ste. 212
 Alexandria, VA 22314
 703-575-9521

INVOICE

JUD23-1067-0059-0060
 Judicial Training

Bill To:
 AMY GRACE GIERHART
 agierhart@tuscolacounty.org
 440 N. STATE ST
 Caro, MI 48723

[REDACTED]
 Payment Due: NOVEMBER 10, 2023

Mail Payments To:
 P.O. Box 79289
 Baltimore, MD 21279-0289

Invoice	Order	Invoice Date
JUD23-1067-0059-0060	JHNR899X7B5	July 25, 2023 / 10:34 AM CT

Item	Price	Quantity	Amount
Event Registration	\$850.00	1	\$850.00

Order Total: \$850.00

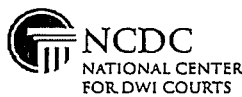
Balance Due: \$0.00

Payment Details:

Date	Type	Reference #	Amt Paid
25-Jul-2023	[REDACTED]	P-1009	\$850.00

Payment Policy: Payment must be received in full by November 10, 2023. No late payments will be accepted. If payment has not been received by the deadline, your registration will be canceled. Accepted payment types include Visa, MasterCard, American Express and Discover. If paying by check, the corresponding invoice(s) must be attached to the check. Checks must be made payable to National Association of Drug Court Professionals (NADCP).

Cancellation Policy: Refer to the event website for the full cancellation policy. If wishing to cancel your registration, contact ksutherland@nadcp.org.





Date of Purchase: Jul 25, 2023

Detroit, MI ▶ Oklahoma City, OK

Passenger Information

AMY GRACE GIERHART
[REDACTED]

Confirmation Number: [REDACTED]

Ticket Number: [REDACTED]

FLIGHT

Date and Flight	Status	Class	Seat/Cabin
DTW ▶ MSP [REDACTED] DL 2203	OPEN	W	13C
MSP ▶ OKC [REDACTED] DL 1265	OPEN	W	13B
OKC ▶ ATL [REDACTED] DL 2780	OPEN	S	12C
ATL ▶ DTW [REDACTED] DL 1240	OPEN	S	13C

DETAILED CHARGES

Air Transportation Charges

Base Fare:	\$751.63 USD	<i>Comfort+</i>
Taxes, Fees and Charges		
United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD	
United States - Transportation Tax (US)	\$56.37 USD	
United States - Passenger Facility Charge (XF)	\$18.00 USD	
United States - Flight Segment Tax (ZP)	\$19.20 USD	
Total Price:	\$856.40 USD	
 Paid with American Express ending 1009	 \$856.40 USD	

~~90.00~~ *Basic*
766.40 *←*

KEY OF TERMS

- # - Arrival date different than departure date
- ** - Check-in required
- ***- Multiple meals
- *SS - Multiple seats
- AR - Arrives
- B - Breakfast
- C - Bagels / Beverages
- D - Dinner

- F - Food available for purchase
- L - Lunch
- LV - Departs
- M - Movie
- R - Refreshments, complimentary
- S - Snack
- T - Cold meal
- V - Snacks for sale

receiptback

Check your flight information online at delta.com or call the Delta Flightline at 800.325.1999.

Baggage and check-in requirements vary by airport and airline, so please check with the operating carrier on your ticket.

Please review Delta's check-in requirements and baggage guidelines for details.

You must be checked in and at the gate at least 15 minutes before your scheduled departure time for travel inside the United States.

You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.

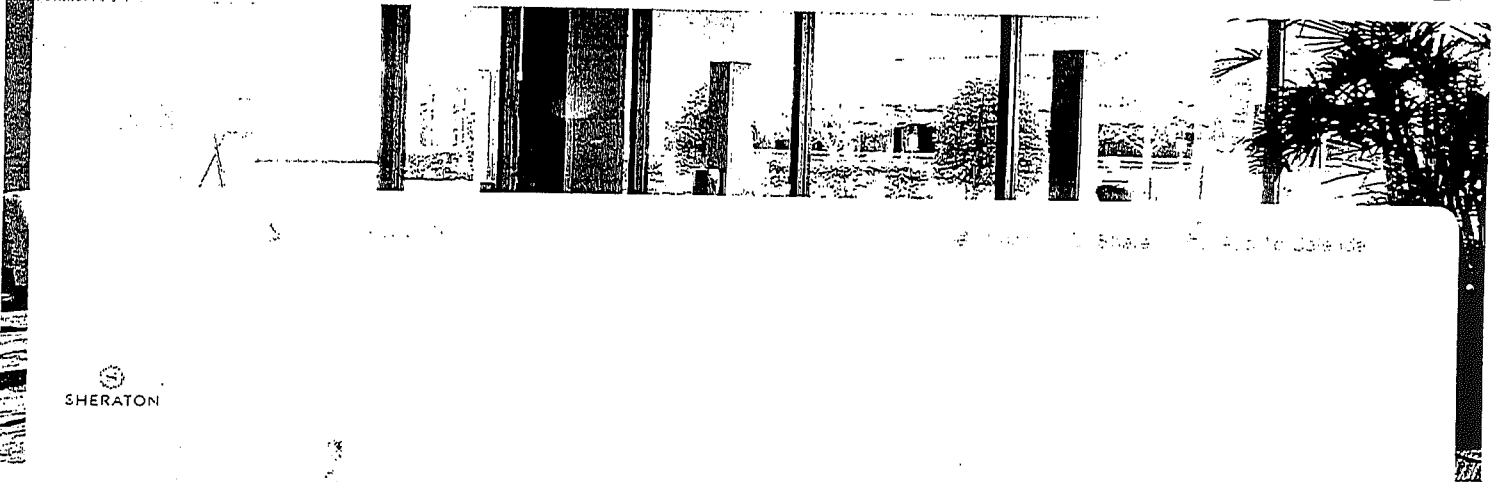
For tips on flying safely with laptops, cell phones, and other battery-powered devices, please visit <http://SafeTravel.dot.gov>

Do you have comments about service? Please email us to share them.

NON-REFUNDABLE / CHANGE FEE

When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply and are displayed in the sections below.

This ticket is non-refundable unless issued as a fully refundable fare. Any change to your itinerary may require payment of a change fee and increased fare. If you do not show up for any flight in your itinerary without notifying Delta or canceling/changing your flight prior to departure, Delta may cancel the reservation for all remaining flights in the itinerary, and the ticket will have no remaining value.



Thank you for booking with us,

[Redacted]
[Redacted] confirmation email to agreement

Join Marriott Bonvoy with one click and save your reservation to My Trips.

Save Reservation

Book another room →

Feedback

Sheraton Oklahoma City Downtown Hotel

Confirmation [Redacted]

View Stay Details →

STAY DATES

[Redacted]
[Redacted]

TOTAL FOR STAY

580.76 USD



Protect more than your hotel stay
Breathe easy with travel insurance that goes beyond your reservation



CHILD CARE FUND FY 2024
October 1, 2023-September 30, 2024

The Child Care Fund is reimbursed by the State at 50%. The more youth we are able to service within the community results in families remaining intact and reduces the number of youth placed into residential care or going into the adult system. During FY23 we currently have provided services to 65 youths and families which is up approximately 10 from the previous year. This does not include youth that are placed on the consent calendar or provided diversion. We have had eight youth placed in detention and currently have three youth placed out of state in residential treatment programs. The Juvenile Probation Staff continue to show their dedication to the youth and families of the county by attending trainings, developing programming to maintain youth in their family homes.

Raise the Age became effective October 1, 2021 in which the state will reimburse 100% of the cost to provide juvenile justice services when the court exercises jurisdiction over the juvenile who is 17 years of age, but under the age of 18 at the time of the offense. We have not seen as large of an increase as was predicted.

INTENSIVE PROBATION IN HOME CARE

Tuscola County Academy- this allows for youth on probation to maintain their education while suspended or expelled from school or if a youth is a virtual student and is not completing work as required. We were fortunate to fill our teacher's position in February of 2023 and 10 youth have been provided services to date.

Community Park Project- this program allows youth to earn community programming hours and learn skills such as nutrition, responsibility, team work, problem solving and to be active members of the community. We continue to collaborate with Michigan State University Extension. They are a valuable asset for information. MSU has continues to provide the Teen Cuisine program to our students in the Summer Arts and Sciences Program and also to a group of younger youth. Produce from the garden is offered to our youth and families, the Tuscola County jail, local food pantries, MSU Extension in which they distribute and the Blessing Box.

BASIC GRANT

This is money provided to rural counties with a population of 75,000 or less. It was approved within the FY23 budget to be increased from \$15,000.00 to \$56,520.00. The Basic Grant is reimbursed at 100%.

The Summer Education Program/Park Program/ Indoor Botany Program provides educational programming to youth, provides them hands on training and community enrichment. They learn how to plant and grow flowers, vegetables and fruits as well as to build and maintain the park within the community.

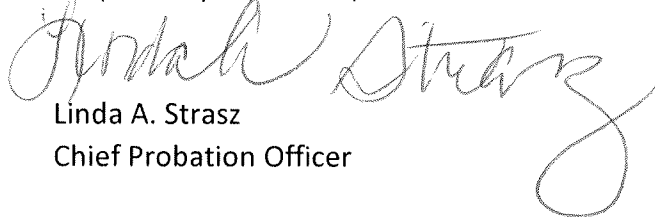
PROPOSED CCF BUDGET FY 2024

Wages/Benefits		FY23	\$393,279.27	FY24	\$443,389.38
292-662-727-000	Supplies/Printing/Postage	FY23	\$8,000.00	FY24	\$8,000.00
292-662-801-000	Basic Grant	FY23	\$56,520.00	FY23	\$56,520.00
292-662-809-000	Memberships/Subscriptions	FY23	\$1,440.00	FY24	\$1,440.00
292-662-841-000	Foster Care-Private Agency	FY23	\$2,000.00	FY24	\$2,000.00
292-662-843-000	Private Institution	FY23	\$195,000.00	FY24	\$195,000.00
292-662-844-000	Other County Detention	FY23	\$115,000.00	FY24	\$115,000.00
292-662-846-000	In Home Care-Intensive Probation	FY23	\$60,000.00	FY24	\$60,000.00
292-662-848-000	Non reimbursable foster care	FY23	\$9,000.00	FY24	\$9,000.00
292-662-849-000	Non reimbursable by child care	FY23	\$9,000.00	FY24	\$9,000.00
292-662-851-000	Rural Detention Support Services	FY23	\$1,000.00	FY24	\$1,000.00
292-662-851-010	Cellular Phones	FY23	\$3,000.00	FY24	\$3,000.00
292-662-861-000	Travel	FY23	\$15,000.00	FY24	\$15,000.00
292-662-955-000	Misc. Meals/ Mileage	FY23	\$1,500.00	FY24	\$1,500.00
292-662-957-000	Training	FY23	\$9,000.00	FY24	\$9,000.00

	FY23	FY24
Out of Home Care	\$319,000.00	\$319,000.00
In Home Care	\$469,668.49	\$502,563.55
Revenue	\$20,000.00	\$20,000.00
Total	\$768,668.49	\$801,563.55

These numbers are currently projections. Tuscola County Board of Commissioners approval is needed for the Child Care Fund In-Home Care from 10/2/2023 to 9/30/2024. Upon approval by MDHSS the Board of Commissioner Chairman's signature will be required on the MDHSS-2091.

Respectfully submitted,



Linda A. Strasz
Chief Probation Officer

**INDEPENDENT CONTRACTOR AGREEMENT
TUSCOLA COUNTY, MI
List Psychological Services PLC, 443 N. State St., Caro, MI 48723**

This agreement, made and entered into effective October 1, 2023 to be effective through September 30, 2024, by and between Tuscola County (“County” or “Tuscola County”), and List Psychological Services P.L.C, 443 N. State St., Caro, MI 48723 (“Contractor”).

WHEREAS, Tuscola County desires to establish an independent contractor relationship for providing services as Tuscola County deems necessary; and

WHEREAS, Contractor is ready, willing and able to provide services as desired by Tuscola County and is recognized as an *independent contractor*.

NOW THEREFORE, in consideration of this mutual agreement hereinafter contained, subject to the terms and conditions, hereby understood, and agreed by the parties hereto as follows:

ELIGIBLE CLIENTS: The Contractor shall provide services to referred children or families who have an active:

- Michigan Department of Health and Human Services (MDHHS) Tuscola County Child Protective Services (CPS) Category I or II cases or;
- MDHHS Tuscola County Foster Care Case (CFC) with children under the age of 18 or;
- Tuscola County Family Court Delinquency Case.

Referral source will be MDHHS or as ordered by the Court. Referrals to Contractor shall be approved by the caseworker’s supervisor.

Services may continue if a move occurs into an adjacent county if the youth or family remains involved in an MDHHS Tuscola County CPS/CFC case, Tuscola County Delinquency Case or under the jurisdiction of the Tuscola County Court.

PROFESSIONAL SERVICES AND REQUIRED DOCUMENTATION:

- Within 7 business days of the referral, the Contractor shall:
 - Initiate contact with the referral source;
 - Confirm referral and
 - Discuss case dynamics.
- Within 10 business days of the referral, the Contactor and MDHHS caseworker or Family Court representative will meet face to face with the family and:
 - Identify family needs and strengths;
 - Identify child needs and strengths;
 - Develop service goals and objectives;
 - Identify community services already in place;
 - Identify any safety issues or anticipated concerns
 - Set up any a supervised visitation plan and

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- Establish time frames and a schedule of contacts.
- Within 15 business days of the referral, the Contractor will:
 - Develop an action plan including:
 - Identified family needs and strengths;
 - Identified child needs and strengths;
 - Service goals and objectives;
 - Identified community services already in place;
 - Identified any safety issues or anticipated concerns
 - Supervised visitation plan and
 - Established time frames and a schedule of contacts.
 - Provide a copy of the action plan to the referral source and to the family.
- Provision of services can include but is not limited to:
 - Supervised face-to-face contact between parents and their children and/or
 - Parent education while the contractor teaches, mentors and models behaviors including but not limited to demonstrating appropriate:
 - Parenting techniques
 - Discipline
 - Family interaction
 - Nutrition
 - Money management
 - Facilitation of connections to community resources
 - Home upkeep and maintenance
 - Communication skills
 - Coordination and arrangement of parental visits (including transportation arrangement)
 - Coordination and arrangement of client's attendance at community service appointments
 - Enforcement of a visitation environment that is healthy for all and complies with referral source requirements
 - Interceding on the children's behalf if inappropriate behaviors are observed
 - Planning for transportation to necessary activities when warranted
 - Transporting children or parents to necessary activities when warranted
 - Maintaining ongoing conferencing with referral source
 - Testifying in court
 - Completing required documentation
- Within 5 business days of each family visit, an emailed narrative and a Summary and Contact Sheet will be provided to the referral source. These reports will summarize the visit as it relates to the action plan including how the family has or has not met their goals and objectives as well as any strengths, weaknesses, interventions, preparation for the visit, activities, subjects discussed and any barriers in meeting the plan of action.
- A Closing Documentation report is due upon closure of the case. This report shall address:

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- Closure reason
- Safety issues, anticipated concerns, safety plan
- Placement/living arrangement of children at closure
- Closing summary

COMMUNICATION: Communication with the referral source shall occur weekly informing of the progress or lack of progress that is being made. This communication can be by phone, email or face to face.

Contractor will provide a business phone number and answering point for the client, referring worker, supervisor, Tuscola County, and/or other community members to establish contact and/or leave a message.

CLIENT RECORDS: Contractor shall maintain and be able to produce upon request the following documents:

- Referral form;
- Date of contacts – contact summaries;
- Methods of service delivery;
- All contacts with client;
- Documentation of events;
- Any other documentation that may pertain to clients;
- Total number of units of service delivered to each client
- Record of mileage
- Record of Specific Assistance expenses

All records and documentation shall be maintained in a safe and secure location and in compliance with any applicable state and federal regulations.

COMPENSATION: By the 5th business day of the following month, Contractor shall submit a payment invoice for verification of mileage, Specific Assistance expenses, units provided, and contacts made during the billing cycle at the unit rate. Reimbursement shall be made on a monthly basis. Requests for payment over 90-day period may be denied payment. A unit is defined as one hour of the Contractor’s time providing services to eligible clients, as outlined in the provision of services, and approved client services plans when applicable. Billable services include case consultation, face-to-face client contact, collateral contacts, travel time, transportation of family members when required and case related office activities including preparation of required reports. Units shall be billed in one quarter of an hour increments. Contractor shall provide up to 2080 hours at the unit rate of **\$32.50** per hour equaling **\$67,600.00**. In addition, Contractor is allowed **\$500.00** in Specific Assistance reimbursement of approved purchases made on behalf of the referred client(s) and **\$5000.00** in mileage reimbursement from Contractor’s Office at 651 N. State St., Caro, MI or the Tuscola County Courthouse, 440 N. State St, Caro, MI, or the contractor’s home whichever is closer to the destination. Incurred mileage to be reimbursed includes providing transportation to a referred client, driving to and from a referred client’s home, driving to and from a scheduled client appointment, driving to and from a court hearing at the request of the referring MDHHS worker and driving to and from sites other than the client’s home for purposes of advocacy on behalf of the client. Contractor agrees to provide documentation satisfactory to the County to verify reimbursement for Specific Assistance and mileage under this Agreement. Total contract cost will not exceed **\$73,100.00**.

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No other funding through fees or charges to any client is permitted under this Agreement.

INDEPENDENT CONTRACTOR: It is agreed that the contractor is acting as an independent contractor, representing itself to the general public as an independent contractor for the other work or contracts as contractor desires; furthermore, it is agreed that Tuscola County will not discourage or inhibit the contractor from entering into any other contracts for like or similar services; furthermore, it is agreed this agreement is not exclusive.

CONFIDENTIALITY: The use or disclosure of information concerning services to applicants or recipients obtained in connection with the performance of the Agreement shall be restricted to purpose directly connected with the administration of the programs implemented by this Agreement. Contractor agrees to comply with all applicable federal and state privacy statutes, rules and regulations. Contractor shall at all times treat each individual to which services are provided with dignity and respect.

TAXES: It is agreed that the Contractor shall accept full responsibility for any and all taxes that may be lawfully due to any governmental unit as a result of payments made by Tuscola County. Tuscola County shall provide a Form 1099 to Contractor at the end of the year for tax purposes.

INSURANCE COVERAGE: At all times during the pendency of this Agreement, Contractor shall maintain professional and general liability insurance in such amounts as are necessary to cover all claims which may arise out of the Contractor's operations and shall name County as an additional insured on such policies. Contractor agrees to provide County with proof of such coverage. Contract also agrees to maintain unemployment compensation coverage, and worker's compensation insurance in accordance with the applicable Federal and State law and regulations.

Contractor shall at all times be regarded as an independent contractor and shall not at any time as an agent for Tuscola County.

LIABILITY: The Contractor shall indemnify, save and hold harmless Tuscola County against any and all expenses and liability of any kind which Tuscola County may sustain, incur or be required to pay arising out of this Agreement, including, but not limited to, reasonable attorney fees. Further, if the Contractor becomes involved in or is threatened with litigation, the Contractor shall immediately notify Tuscola County of the same.

TERM: This agreement shall commence on October 1, 2023, and continue through September 30, 2024.

TERMINATION OF AGREEMENT: Payment source is solely based on available funds, and if availability of the funds no longer exists, the agreement is terminated immediately.

Either County or Contractor may terminate the Agreement with 30 days written notice to the other.

CHANGES: A review of the contract will be conducted annually. Any changes in the terms and conditions provided for under this agreement shall be agreed upon in advance by both parties in writing. Failure to agree upon such changes or failure to sign such changes shall terminate the agreement immediately.

IN WITNESS WHEREOF: The parties hereto have caused this agreement to be executed by their respective officers duly authorized to do so.

{S1506830.DOCX.2}

[signature page to follow]

Jacqueline List, COO, List Psychological Services PLC

Date

Kim Vaughan, Chairperson, Tuscola County Board of Commissioners

Date

LEASE AMENDMENT RE: COMMENCEMENT DATE

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

This LEASE AMENDMENT is made as of the ___ day of July, 2023, by DOST PROPERTY, LLC, a Michigan limited liability company, of 205 West Sherman Street, Caro, Michigan 48723 (“Landlord”), and COUNTY OF TUSCOLA, a Michigan Public Body Corporate, of 125 West Lincoln Street, Suite 50, Caro, Michigan 48723 (“Tenant”), upon the following terms and conditions:

1. The parties entered the Storage Lease on June 10, 2021 (hereinafter the “Lease”).
2. The Lease, under “**Section 3. Term**” directed as follows:

This lease shall be for the term of ten (10) years commencing the first day of the month following the completion of Landlord’s Work in the year 2021 (as set forth in Section 1.a.) (“Commencement Date”) and ending on midnight of the day prior to the anniversary date of the Commencement Date in the year 2031.

3. The parties hereby agree and understand that the Landlord’s Work has now been satisfactorily completed and that the Commencement Date shall be **August 1, 2023**. Therefore, the Lease Term shall conclude at midnight on **July 31, 2033**.
4. The parties hereby further agree and understand that, in accordance with “**Section 4. Rental**” of the Lease that Tenant shall commence monthly rental payments on or before the Commencement Date, August 1, 2023.
5. The parties hereby agree to each of the above terms and conditions and all other terms and conditions of the parties’ Lease shall remain in full force and effect with the incorporation of the above clarifications.

WITNESSES:

WITNESSES:

LANDLORD:

DOST PROPERTY, LLC, A
Michigan limited liability company

By: _____

MARK RANSFORD

Its: Authorized Member

TENANT:

COUNTY OF TUSCOLA, a
Michigan Public Body Corporate

By: _____

Its:

 **AIA**® Document A101® – 2017**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Thirteen day of July in the year Twenty Twenty-three (In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Tuscola County
125 W Lincoln Street
Caro, Michigan 48723

and the Contractor:
(Name, legal status, address and other information)

Booms Construction, Inc.
1170 N Van Dyke Road
Bad Axe, Michigan 48413

for the following Project:
(Name, location and detailed description)

Renovations to People's State Bank for Tuscola County Offices
171 N State Street
Caro, Michigan 48723

Contract for the Work of all trades required for the renovation of the former People's State Bank building for the use of Tuscola County Offices per construction documents prepared by NJB Architects Inc.

The Architect:
(Name, legal status, address and other information)

NJB Architects Inc.
105 ½ Main Street
Flushing, Michigan 48433

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than Three Hundred Thirty (330) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Forty-three Thousand Five Hundred and no cents (\$1,843,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Voluntary Alternate #3 – For a 150 kw Generac generator in lieu of specified 125 kw Cummins generator	Deduct (\$3,500.00)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Section 09520 Acoustical Panels – Acoustical fabric panel facing only	\$24.00 per square yard of fabric
Section 10402 Exterior Signage	\$2,500.00 for material and installation

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the seventh day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty-fifth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Init.

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurances

Performance Bond

Payment or Labor and Material Bond

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall not be reduced without written approval from the Contractor's Bonding Company

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Mike Miller
Director of Buildings and Grounds
171 N State Street
Caro, MI 48723
mmiller@tuscolacounty.org

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Gary Booms
President

Init.

Booms Construction, Inc.
1170 N Van Dyke Road
Bad Axe, MI 48413
Gary@boomsinc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Not incorporated into this Agreement

- .5 Drawings

Number	Title	Date
See Attached Table of Contents		

- .6 Specifications

Section	Title	Date	Pages
See Attached Table of Contents			

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	June 20, 2023	20 total
Addendum No. 2	June 26, 2023	12 total

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00801	Supplement General Conditions	05/26/23	7

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
 Kim Vaughn, Board Chairman

(Printed name and title)

CONTRACTOR (Signature)
 Gary S. Booms, President

(Printed name and title)

Init.

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SHEET NO. SHEET TITLE

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- D1.1 LOWER LEVEL AND FIRST FLOOR DEMOLITION PLANS
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- E5.3 SECOND FLOOR – EMERGENCY LIGHTING POINT BY POINT PLAN

END OF SECTION

SECTION 00801 - SUPPLEMENTARY GENERAL CONDITIONS AIA A201

PART 1 - GENERAL

1.1 Agreement Forms:

- A. The contract form of agreement between the Owner and Contractor shall be: AIA Standard Form of Agreement Between Owner and Contractor, as amended ... (AIA Document A101 - 2007 Edition).

1.2 Related Documents:

- A. Standard AIA Forms: The General Conditions of the Contract for the Construction of buildings "Standard Form of the American Institute of Architects" 2007 Edition, AIA Document A201, Articles 1 through 15 inclusive, are hereby made an integral part of this specification.
- B. Where any Article of the "AIA General Conditions" is supplemented hereby, the AIA Provisions of such Article shall remain in effect. All supplemental provisions shall be considered as added thereto.
- C. Where any such Article is amended, voided, or superseded the provisions of such Article not so specifically amended, voided, or superseded shall remain in effect.
- D. The AIA Document A201 may be reviewed at the office of the Design Professional and/or may be obtained from the American Institute of Architects, 1735 New York Avenue, Northwest, Washington, D.C. 20006; or from the Michigan Society of Architects, 455 W. Fort St., Detroit, MI 48226.
- E. The following Articles of the General Conditions are modified herein:
1. Article 1 - General Provisions
 2. Article 3 - Contractor
 3. Article 7 - Changes in the Work
 4. Article 8 - Time
 5. Article 9 - Payments and Completion
 6. Article 10 - Protection of Persons and Property
 7. Article 11 - Insurance and Bonds
 8. Article 16 - Equal Opportunity

PART 2 - CHANGES AND ALTERATIONS

2.1 ARTICLE 1 - GENERAL PROVISIONS:

- A. 1.1 BASIC DEFINITIONS; add the following subparagraphs:

1.1.9 OR EQUAL

The words "or equal" or "approved equivalent" shall mean any material, system or article which, as finally determined by the Design Professional is equal in quality, durability, appearance, strength, and design to the material, system, or article specified and will perform adequately the functions imposed by the general design.

1. The Contractor shall have the burden of proving, at his own cost and expense, to the satisfaction of the Design Professional, that the proposed product is equal to the specified product.

2. Requests for approval of proposed equivalents will be received by the Design Professional only from the Contractor on the "Substitution Request Form" included at end of General Requirements, Division 1.
3. Requests for approval of proposed equivalents will be considered by the Design Professional after bidding only in the following cases:
 - a. The specified products cannot be obtained because of strikes, lockouts, bankruptcies, or discontinued product.
 - b. The proposed equivalent is superior, or is equal to the specified product and its use is an advantage to the Owner in the opinion of the Design Professional.
 - c. The proposed equivalent is guaranteed, in writing, by the Contractor for minimum of one year after final acceptance of the building or for a longer period of time equal to that required in the Contract Documents for originally specified product.
4. Where the Design Professional, pursuant to the provisions of this section, approved a contractor proposed equivalent product and upon installation such product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit, or any other part of the work from that originally specified, detailed or indicated in the Contract Documents, the Contractor shall provide all additional materials and services required at his own expenditure with no additional cost added to original contract sum.

1.1.10 DESIGN PROFESSIONAL

The words "Design Professional" shall refer to the firm of NJB Architects Inc., including their employees and consultants. Included shall be the Architects, the designers, planners, engineers, and field representatives who are responsible for a particular portion of the design work.

- B. **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS;** add the following subparagraph

1.2.4 The Drawings are intended to show design, general arrangement and extent of the work and are partly diagrammatic. They are not intended to be scaled or used for rough-in measurements, nor to be used as Shop Drawings. Inadvertent discrepancies or the omission of notes or details on any drawing but given on another drawing shall not be cause for additional charge or claim.

2.2 ARTICLE 3 - CONTRACTOR:

- A. **3.4 LABOR AND MATERIALS;** add the following subparagraphs:
- 3.4.4** Prior to the execution of the contract, the contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) in particular Schedule of Values and where applicable, the name of the installing subcontractor.
- 3.4.5** The Design Professional will promptly reply in writing to the Contractor stating whether the Owner or the Design Professional, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Design Professional may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Design Professional to reply promptly shall constitute

notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

3.4.6 After the Contract has been executed, the Owner and the Design Professional will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Divisions 1). By making requests for substitutions based on Subparagraph 3.4.4.1 above, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
- .2 Represents that the Contractor will provide the same warranty for the substitution that the contractor would for that specified.
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate Contracts, and excludes the Design Professional's redesign costs, and waives all claims for additional costs related to the substitution subsequently become apparent.
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

3.4.7 It is hereby understood and agreed that no products or materials containing asbestos including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, or any combination of these materials that have been chemically treated and/or altered, shall be installed or introduced into the building by the Contractor, his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control.

1. The Contractor will be required to sign and submit the "Contractor Certification of Asbesto-Free Product Installation Form," included at the end of General Requirements, Division 1, that all products and materials installed or introduced into the building will be asbestos-free.
2. The Contractor will also be required to furnish statements from the manufacturer verifying their products to be asbestos-free.

3.4.8 The Contractor shall comply with Section 4, Act 251, Public Acts of 1955, State of Michigan, and agree that he and his Subcontractors will not discriminate against an employee or applicant for employment to be employed in the performance of the Work, with respect to his hire, tenure, terms, conditions or privileges of employment, because of his race, sex, religion, age, national origin, color, marital status, handicap or political beliefs.

B. **3.5** WARRANTY; add the following subparagraph:

3.5.2 Each Contractor shall submit to the Design Professional, a written guarantee which shall be in accordance with Article 3, subparagraph 3.5.1 and Article 13, subparagraph 13.7.1.3 of the General Conditions, and all such additional guarantees, in writing, as are required by the specifications. All guarantees for material and workmanship shall be for a minimum one (1) year period, starting at the date of substantial completion, or for a longer period of time as specified in individual sections of specifications.

2.3 ARTICLE 7 - CHANGES IN THE WORK:

- A. 7.3 CONSTRUCTION CHANGE DIRECTIVES; make the following clarification to subparagraph 7.3.6:

In the first sentence of subparagraph 7.3.6, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.6.6 below."

- B. 7.3 CONSTRUCTION CHANGE DIRECTIVES; add the following subparagraph:
7.3.7.6 In subparagraph 7.3.6, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

- .1 For the Contractor for any work performed by the Contractor's own forces, use 15% (percent) of the cost.
- .2 For the Contractor, for any work performed by the Contractor's Subcontractors, use 10% (percent) of the amount due the Subcontractor.
- .3 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

2.4 ARTICLE 8 - TIME:

- A. 8.1 DEFINITIONS; add the following subparagraphs:

8.1.5 As between the Owner and the Contractor: as to all acts or failures to act occurring prior to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion; as to all acts or failures to act occurring subsequent to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

8.1.6 It shall be understood and agreed that the time stated in the Proposal Form for the completion of the work under the Contract is reasonable, taking into consideration the average climatic conditions of the project site, conditions of the construction industry, and the labor availability in the locality.

2.6 ARTICLE 9 - PAYMENTS AND COMPLETION:

- A. 9.3 APPLICATIONS FOR PAYMENT; add the following subparagraphs:

9.3.4 The Contractor will be paid monthly progress payments up to ninety percent (90%) of the value of the Work completed less retainage of ten percent (10%) upon issuance of monthly certificates of payment by the Design Professional.

9.3.5 Applications for Payment:

Applications shall be in the office of the Design Professional by the first of the month to insure proper processing and payment by the twenty fifth of the same month. Submit original and two copies of application, AIA forms G702.

9.3.6 Applications for payment received by the Design Professional after date fixed above will be paid by Owner 45 days after Design Professional receives the application.

9.3.7 Application may be made for amount of material and equipment delivered and stored at site or in approved off site storage, less ten percent (10%) retainage. Submit proof of insurance coverage for items stored off site.

9.3.8 Amounts of changes in work, not in dispute, pending final determination of cost may be applied for, less ten percent (10%) retainage, as provided for in subparagraph 9.3.1.1 of the General Conditions.

9.3.9 Final payment to the Contractor will be made thirty (30) days after the Work is complete and accepted by the Design Professional and the Owner.

9.3.10 The Contractor shall also furnish with his application his Sworn Statement that all bills up to the amount requested have been paid. Every application shall be complete with Waivers of Lien from suppliers and subcontractors.

2.7 Article 10 - PROTECTION OF PERSONS AND PROPERTY::

A. 10.2 SAFETY OF PERSONS AND PROPERTY; add the following to subparagraphs 10.2.2:

The Contractor shall comply with the General Safety Rules and Regulations for the Construction Industry as covered in the Construction Safety Act 89 of Public Acts of 1963, State of Michigan and all other applicable current State and Federal Safety Regulations now in force, or enforce at the time of performance of the work.

2.8 ARTICLE 11 - INSURANCE AND BOND:

A. 11.1 CONTRACTOR'S LIABILITY INSURANCE; add the following to the end of paragraph: In the event that liability insurance coverage is written on an occurrence basis, such coverage shall be continued at the Contractor's expense, with the additional insured endorsement also continuing, for a period of three (3) years after the date of final payment.

B. 11.1 CONTRACTOR'S LIABILITY INSURANCE; add the following subparagraph:

11.1.5 The Contractor shall maintain the following limits of insurances which will protect the Contractor from liability under Workers' Compensation Acts and other Employee Benefits acts in accordance with the law in force where the building or structure is to be built and from liability for damages because of personal injury including death and property damage, including accident claims due to motor vehicles, off road vehicles, all under Commercial General and Automobile Bodily injury and Property Damage form of policies, which may arise both out of and during work under this Contract, whether such work be by the Contractors themselves or by a Subcontractor or anyone directly employed by either of them as covered in Article 11 of General Conditions.

1. Workers' Compensation as required by the State of Michigan and Employer's Liability with minimum limits of:

\$500,000 each accident
\$500,000 Disease policy limit
\$500,000 Disease each employee

2. Commercial General Liability with minimum limits of:
\$2,000,000 General Aggregate.
\$2,000,000 Products / Completed Operations.
\$1,000,000 Personal and Advertising Liability.
\$1,000,000 each occurrence.

This insurance shall include coverage for damage to utilities and explosion hazards, collapse, and excavating hazards and undermining hazards (XCU).

3. The State of Michigan has a no-fault automobile insurance requirement. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the Law.
4. Automobile Personal Injury and Property Damage Liability with a combined single limit of:
\$1,000,000 each occurrence.

To include coverage of all off road vehicles.

5. Excess Liability with minimum limits of \$5,000,000.00, providing excess over all of the above liability coverages.
6. The Owner and Design Professional shall be named as an additional insured on all of the above policies, except Workers' Compensation.
7. All certificates must have the cancellation clause amended to read as follows:
"Should any of the above policies be canceled before the expiration date there of, the issuing company will mail 30 days written notice to the certificate holders."
8. All insurance shall be carried with companies authorized to do business in the State of Michigan.

- C. 11.3 PROPERTY INSURANCE; add the following subparagraphs:
11.3.1.6 Certificates of Insurance shall be provided to the Owner and Design Professional.
11.3.1.7 The Contractor and his subcontractors shall, at their option, separately insure all their respective equipment such as tools, equipment scaffolding towers, staging and other temporary buildings owned, borrowed, or rented, and all materials which do not become a part of the construction.

- E. 11.4 PERFORMANCE BOND AND PAYMENT BOND; add the following subparagraph:
11.4.3 The Contractor will be required to furnish at his expense, prior to the execution of the Contract, bonds in the amount of 100% of the Total Contract Price for the faithful performance of the Contract and for the payment of all labor and material obligations arising thereunder in accordance with Article 7.5 of the General Conditions. Labor and material bonds shall comply with Michigan Public Act 213 of 1963. Performance bonds shall comply with Public Act 32 of 1956 and all amendments. Bonds containing a Statute of Limitations or time limitation will **NOT** be acceptable. All bonds shall be underwritten by companies authorized to do business in the State of Michigan.

2.9 ARTICLE 16 - EQUAL OPPORTUNITY:

A. The Contractor shall maintain policies of employment as noted in the following subparagraphs:

16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.

16.2 Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

16.3 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.

PART 3 - FORMS AND SCHEDULES

Not Applicable

END OF SECTION

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

From: **Jodi Fetting** <jfetting@tuscolacounty.org>

Date: Mon, Jul 24, 2023 at 1:42 PM

Subject: Re: [EXTERNAL] [CAUTION!] Fwd: Coastal Resiliency Grant Application

To: Bill Ernat <bernat@emcog.org>, Clayette <zclay@tuscolacounty.org>, Jodi Fetting <clerk@tuscolacounty.org>

Good Afternoon,

Your request has been forwarded to the Controller/Administrator's Office for review.

Kind regards,
Clerk Fetting

On Mon, Jul 24, 2023 at 11:55 AM Bill Ernat <bernat@emcog.org> wrote:

Good Afternoon. My name is Bill Ernat and I will be submitting a grant application to the Michigan Department of Environment, Great Lakes, & Energy (EGLE) to submit in Round 2 of the Creating a Culture of Resilience Capacity. Our grant request will include a series of workshops utilizing the Michigan Coastal Management Program (MCMP) hosted by the EGLE staff. The workshops will be located in each of the five counties bordering Lake Huron.

To strengthen our application we are looking for letters of support from as many municipalities bordering Lake Huron as possible. We will be working with the Emergency Management staff in your county in setting up the meeting dates and times, which if funded, will occur in 2024. A sample letter draft is attached for your convenience. We ask that you return a signed letter, on your municipal letterhead back to me so that I can include the letter with the application. The application is due, in the first week of August, and request that you send in your letter of support no later than Friday, July 28th. We hope that you will consider sending in this letter of support, and look forward to working with you on this project in 2024.

If you have any questions, please do not hesitate to contact me at this email address or at the number below. Thank you again.

Sincerely,

Bill Ernat
Program Manager
EMCOG
(989) 992-8700
bernat@emcog.org

July 2023

Ms. Rhonda Wuycheck
Coastal Programs Manager
Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Constitution Hall
P.O. Box 30473
Lansing, MI 48909-7973

Ms. Wuycheck.

It is our pleasure to submit a letter in support of the East Michigan Council of Governments (EMCOG) proposal being submitted for Round 2 of the Creating a Culture of Resilience Capacity 2023 Grant. The proposal is to provide multiple workshops for both municipal employees and the public on methods to mitigate damage resulting from Lake Huron flooding and erosion.

As a community on the shores of Lake Huron that is subject to flooding and erosion due to the ever-changing water levels of the Great Lakes, we are very interested in seeking out solutions to mitigate damage resulting from these events. We understand that the grant proposal will not only benefit municipalities in our efforts but will also offer potential mitigation efforts for property owners.

We hope to work with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and EMCOG staff as they present potential measures to mitigate the impacts of these events in our community.

Sincerely,



AMENDMENT NO. 1 TO
AGREEMENT FOR RECORDS MANAGEMENT AND IMAGING SYSTEM

THIS AMENDMENT NO. 1. (the "**Amendment**") TO THE AGREEMENT FOR RECORDS MANAGEMENT AND IMAGING SYSTEM dated September 21, 2017 (the "**Agreement**"), is between TUSCOLA COUNTY, MI (hereinafter "**Client**"), and GOVOS, INC. (hereinafter referred to as "**GovOS**"), is made effective on December 8, 2022 (the "**Amendment Effective Date**"). References to a "Party" mean Client or GovOS. Reference to the "Parties" mean Client and GovOS.

WHEREAS Client and Kofile Technologies, Inc. ("**Kofile**") entered into the Agreement in September of 2017 and whereas GovOS, Inc. is a corporate affiliate to Kofile Technologies and the successor in interest to the Agreement;

WHEREAS the current term pursuant to the Agreement expired September 20, 2022, and Client and GovOS wish to extend the provision of the Services until October 31, 2023.

NOW, THEREFORE, in consideration for continued performance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree the Agreement is amended as follows:

1. ASSIGNMENT. Client agrees to the assignment of the Agreement from Kofile Technologies, Inc. to GovOS, Inc. and GovOS hereby assumes all rights and obligations under the Agreement. All references to Kofile in the Agreement are hereby amended to mean GovOS.

2. TERM OF AGREEMENT. Section 1 "**Term**" is hereby deleted in its entirety and replaced with the following:

"This Agreement will become effective on the date of full execution by the parties (the "**Effective Date**") and shall continue from the Effective Date until October 31, 2023, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (the "**Initial Term**"). At the end of the Initial Term, the parties agree that this Agreement may renew, upon a request from Client, on a month-to-month basis (each an "**Extended Term**") for a maximum period of six (6) months, subject to the termination provisions of this Agreement and payment of fees in the amount of \$2,070 per month."

3. FEES. From the Amendment Effective Date until October 31, 2023, monthly fees for Services, including indexing and imaging for Birth, Death, Marriage, DBAs, Commissioner's Minutes/Resolutions & CPLs, shall be \$1,800.00. As stated above, monthly fees during the Extended Term(s) shall be \$2,070.



4. SCOPE OF AMENDMENT. Except to the extent expressly modified herein, all of the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

GovOS, Inc.

By: _____
Josh Stanley, CFO

CLIENT:
TUSCOLA COUNTY, MI

By: _____

Name: _____

Its: _____



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Legislative Update 7-21-23

WRITTEN BY [DEREK MELOT](#) ON JULY 21, 2023. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MACSC](#), [MARKETING](#), [NACO](#)

County leaders asked to contact Congress on Medicaid jail issue

Earlier this year, bipartisan bills were introduced in both the U.S. House and Senate to address the Medicaid Inmate Exclusion Policy (MEIP). The Due Process Continuity of Care Act and the [Reentry Act](#) were introduced in March, which would amend the Medicaid Inmate Exclusion Policy.



Congress is currently negotiating the reauthorization of the *Substance Use-Disorder Prevention that Promotes Opioid Recovery and Treatment (SUPPORT) for Patients and Communities Act of 2018* ([P.L. 115-271](#)), which expires on Sept. 30, 2023.

The Medicaid Inmate Exclusion Policy is a federal statute that terminates access to federal health benefits at the time of arrest. These bills would allow continuity of care via access to critical health services for incarcerated individuals. The Due Process Continuity of Care Act would “allow pretrial detainees to receive Medicaid benefits at the option of the state and provide \$50 million in planning grant dollars to states and localities for implementing the MIEP repeal, improving the quality of care provided in jails and enhancing the number of available providers to treat this population.” The Reentry Act would “allow Medicaid payment for medical services furnished to an eligible incarcerated individual during the [Page 55 of 63](#) preceding the individual’s release.” MAC,

along with other stakeholders, has requested the Michigan Department of Health and Human Services apply for a Section 1115 waiver relating to the MIEP, allowing for Medicaid eligibility for incarcerated individuals prior to release.

MAC supports these bills and access to better care for incarcerated individuals in county jails. Should these bills pass, counties will have a streamlined process to provide effective behavioral health care and services for transitions to community care, and recidivism rates and risk for post-release overdoses will reduce.

As Congress works to reauthorize key programs within the SUPPORT Act, **NACo and MAC urge you to contact your U.S. Representatives and Senators and ask them to support the inclusion of the following bipartisan bills that would address the Medicaid Inmate Exclusion Policy (MIEP):**

- *The Reentry Act* (H.R. 2400/S.1165), which would allow Medicaid payment for medical services furnished to an incarcerated individual during the 30-day period preceding the individual's release.
- *The Due Process Continuity of Care Act*(H.R. 3074/S.971), which would allow pretrial detainees to receive Medicaid benefits at the option of the state.

Send a letter to your U.S. Senators and Representatives using the [NACo letter template](#).

- [Senate contact list](#).
- [House contact list](#).

Access the new [Medicaid Inmate Exclusion Policy \(MIEP\) Advocacy Toolkit](#) for talking points, sample social media posts and other advocacy resources.

For more information on this issue, please contact Samantha Gibson at gibson@micounties.org.

National settlement announced on PFAS

Counties may soon be contacted regarding a national settlement over PFAS contamination. Chemical manufacturer 3M has agreed to pay more than \$10 billion to settle lawsuits over the detection of PFAS in drinking water systems. The settlement will be paid over 13 years and could exceed the initial \$10 billion.

In a [press release](#) from 3M, it was announced the settlement “provides funding for public water suppliers (PWS) nationwide that have detected PFAS in drinking water, as well as for eligible PWS that may detect PFAS at any level in the future.” The money can be used for remediation and prevention through filtering and testing.

PFAS is a harmful chemical found in food packaging, nonstick products and firefighting foam. Communities with airports, military bases, or plating factories may have higher levels of PFAS in their water systems due to runoff.



MAC has been made aware that some counties in Michigan have already been notified of a potential payout. There is limited information available publicly regarding next steps.

For more information on this issue, contact Madeline Fata at fata@micounties.org.

Juvenile justice reform efforts begin in Senate

The MAC-backed juvenile justice reform bill package has been introduced in the Senate and referred to the Senate Committee on Civil Rights, Judiciary and Public Safety. The 20-bill package, Senate Bills 418–437, are a result of the Michigan Task Force on Juvenile Justice Reform’s

recommendations provided last July. Identical bills, House Bills 4624–4643, have previously been introduced and referred to the House Criminal Justice Committee.



The Task Force on Juvenile Justice Reform was established by Gov. Gretchen Whitmer in 2021 and was tasked with assessing Michigan’s juvenile justice data and identifying ways to improve the system. The bipartisan task force was chaired by Lt. Gov. Garlin Gilchrist and included members from all three branches of government and state and local level juvenile justice leaders and advocates. Two county commissioners served on the Task Force, each nominated by MAC. Alisha Bell of Wayne County represented a county with a population over 100,000, and Marlene Webster of Shiawassee County represented a county with under 100,000 in population. Rep. Sarah Lightner (R-Jackson), a former county commissioner, also served on the Task Force.

The Task Force offered 32 recommendations to the Legislature last year. Six priority areas have been identified and translated into the bill package.

The first bill in the package, Senate Bill 418, by Sen. Sylvia Santana (D-Wayne), enhances the Child Care Fund (CCF) by establishing a minimum framework of juvenile justice best practices statewide, including the use of risk screening and assessment tools. The best practices will be supported by an increase in the reimbursement rate for community-based services from 50 percent to 75 percent. These changes are essential to ensuring counties have the resources to implement and utilize these approaches.

Senate Bills 419–423 require consistent use of validated screening and assessment tools to enable more objective decision-making and allow agencies to better match youth to appropriate supervision and services, reducing their likelihood to recidivate. The bills also expand the Diversion Act so that all offenses, with an exception for youth committing a specified juvenile violation, are eligible for pre-court diversion, based on the use of a risk-screening tool and other factors, and limit the time that a youth can be placed on pre-court diversion, unless the court determines that a longer period is needed. While diversion eligibility would be expanded, judicial discretion remains.

Senate Bills 424 and 425, by Sen. Sue Shink (D-Washtenaw), also a former county commissioner, would expand the Michigan Indigent Defense Commission to include development, oversight and compliance with youth defense standards in local county defense systems and expands the State Appellate Defender Office to include appellate services for juveniles.

Senate Bills 428–431 eliminate most non-restitution fees and costs associated with juvenile justice system involvement. The bills do not include the elimination of restitution or fees related to the Crime Victims Fund. For restitution and fees related to the Crime Victims Fund, the bills establish a standard procedure for ability to pay, determination of payment schedule, and total to be assessed.

Senate Bills 432–437 would strengthen and expand the Office of the Children’s Ombudsman for handling, investigating, and reporting incidents in juvenile facilities.

A committee hearing could take place before the end of summer. If not, hearings will resume this fall.

MAC supports this package and has shared a letter of support with members of the House Criminal Justice Committee.

For more information on this issue, contact Samantha Gibson at gibson@micounties.org.

Michigan Supreme Court rules in trial court funding case

On Friday, July 7, the Michigan Supreme Court ruled in *People v. Johnson*, placing the fate of trial court funding back in the hands of the Legislature. Currently, a court’s authority to impose court fines and fees on criminal defendants has a legislative “sunset” of May 1, 2024.



With this sunset, which has been extended three times since 2014, the Legislature must act prior to its expiration to implement proper trial court funding reform. In both concurring and dissenting opinions, The justices are urging the Legislature to act swiftly and provide a solution to this issue before the sunset date, specifically to address the recommendations provided by the Trial Court Funding Commission.

MAC and other stakeholders are working on legislation to adopt the Trial Court Funding Commission’s recommendations:

- Establish a Stable Court Funding System
- The State Shall Offer to Provide All Court Technology Needs
- Establish Uniform Assessments and Centralized Collections
- Move Toward a Uniform Employment System
- Establish a Transition Plan for the New Court Funding Model

MAC members should make sure their legislators are aware of the financial burden that will be placed on counties without action from the state and the need for legislative action prior to May 1, 2024.

For more information on this issue, contact Samantha Gibson at gibson@micounties.org.

Webinar on July 27 focuses on treating Opioid Use Disorder in jails

On July 27, the next webinar in the Opioid Settlement Technical Assistance Learning Series will be held from 2:30 p.m. to 4 p.m. It will provide a discussion on treating opioid use disorder in jails.

The series is hosted by Michigan Department of Health and Human Services, in partnership with Michigan State University, the University of Michigan and Wayne State University, as part of their Technical Assistance Collaborative. The webinars are intended to provide information from experts for officials and representatives from counties, municipalities and townships, including community members, to aid in their opioid settlement investment processes.



See the [flier](#) and register by clicking "Register Today."

For more information on opioid settlements and technical assistance, contact Amy Dolinky at dolinky@micounties.org.

MAC releases RFP scoring template for opioid settlement spending

OPIOID DASHBOARD

MAC has created supplemental documents to the [Michigan Opioid Settlements Funds Toolkit: A Guide for Local Spending](#). The new template being released is the Request for Proposals (RFP) Scoring Template to be used in combination with the existing RFP Template and RFP Budget Template. To see all templates created by MAC, visit the [Opioid Settlement Resource Center](#).

To request new templates, or if you have questions, contact Amy Dolinky at dolinky@micounties.org.

Treasury webinar reviews state budget, economy

A Michigan Treasury webinar, co-sponsored by MAC and other local government groups, was held on Thursday.

Specific topics covered were:

- State of Michigan Budget Update – State Treasurer, Rachael Eubanks
- Michigan Economic Update
- FY2024 Budget Changes for Local Governments
- Local Budget Planning Tips



Presentations and recordings from this webinar, along with previous webinars, can be found on the [Bureau of Local Government and School Services – Learning Center](#) webpage.

Staff picks

- [Pilot program explores burying power lines to improve reliability](#) (Consumers Energy)
- [Michigan looks to expand medications for opioid use disorder treatment in county jails](#) (MSN.com)
- [Bison’s comeback means big boost for a \(Minnesota\) county’s ecosystem](#) (NACo News)
- [MDHHS seeking proposals for substance use disorder treatment and recovery transportation services](#) (Michigan Department of Health and Human Services)



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Categories



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] Spend your lunch break with MAC's Podcast 83

Michigan Association of Counties <melot@micounties.org>

Tue, Jul 25, 2023 at 11:25 AM

Reply-To: melot@micounties.org

To: zclay@tuscolacounty.org



Special Message: Podcast 83

Special episode reviews work on Revenue Sharing Trust Fund



MAC's work to enact a dedicated Revenue Sharing Trust Fund is the focus of a **special and new episode of Podcast 83.**

Host Stephan Currie delves into the details of the trust fund effort with MAC's governmental affairs director, Deena Bosworth.

Late in June, lawmakers did approve a \$17.6 million boost in county revenue sharing, which will bring the total in FY24 to \$263.4 million. However, the MAC pair noted, the trust fund initiative will relieve much of the uncertainty about funding and tie payments to the growth of sales tax revenue.

Among key points made during the discussion, taped July 11, are:

- Legislative term limits have disrupted the institutional knowledge of revenue sharing's purpose in Lansing.

- There is now a strong group of former county commissioners in the Legislature, however, who are well-positioned to aid in the trust fund effort.
- The version of the legislation that has the “most momentum” is in a House committee.
- The only stumbling block, Bosworth says, is the lack of buy-in, so far, from the State Budget Office.

“It’s called revenue sharing for a reason,” Bosworth noted. “They are supposed to be sharing the state revenue. It was established years ago because we gave up our own local taxing authority.”

View the full video of the episode, recorded on July 11, [by clicking here](#).

For additional details on MAC’s trust fund proposal and to send a pre-drafted email of support to your lawmakers, visit [MAC’s Advocacy Center](#).

[See county-by-county revenue sharing estimates for FY24](#).

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

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

Podcast 83 is now on



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Ontonagon County Board of Commissioners

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Ontonagon, MI 49953

Telephone (906) 884-4255

Fax (906) 884-6796

Chairperson: Carl Nykanen
Vice Chairperson: John Cane

Commissioners: Richard Bourdeau
Robert Nousiainen
Ron Store

Resolution 2023-11 State of Michigan Sanitary Code Resolution

Whereas, there are currently pending in the Michigan Legislature certain bills, SB 299, SB300, HB 4479 & HB 4480, which would impose statewide regulations for the implementation of and maintenance of septic systems; and

Whereas, these bills as presently drafted, would require inspection of all systems every five years and would impose much greater expenses and work hours on local public health departments; and

Whereas, the bills would dramatically increase the requirements for septic inspectors and make it much more difficult to find, hire & retain qualified personnel; and

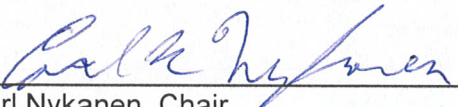
Whereas, the current legislation does not provide a permanent, secure funding mechanism to cover these increased costs, which will invariably be shifted to our local health departments, and

Whereas, the Ontonagon County Board of Commissioners recognizes the critical importance of protecting the Michigan's water resources, including groundwater, lakes & streams, and other surface waters, but concludes that the bills do not provide a sustainable or financially feasible solution in areas that do not have the benefit of municipal sanitary systems; and

Whereas, soil types vary considerably throughout Michigan making it difficult to establish generalized "one size fits all" rules for septic systems.

Therefore, Be It Resolved, that the Ontonagon County Board of Commissioners opposes SB299, SB300, HB 4479 and HB4480 as introduced and urges the Michigan Legislature to consider the costs to local health departments before adopting changes to the septic provisions of the Michigan Public Health Code.

Therefore, Be it Further Resolved, that this resolution shall be forwarded to all Michigan counties, Michigan Assn of Counties, members of the Michigan Legislature and to other stakeholders.



Carl Nykanen, Chair
Ontonagon County Board of Commissioners

7/18/2023

Date