



# TUSCOLA COUNTY

## Board of Commissioners

### BOARD MEETING AGENDA

Thursday, March 14, 2024 – 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](https://meet.google.com/mih-jntr-jya)

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

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#### Adoption of Agenda

#### Action on Previous Meeting Minutes

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#### Brief Public Comment Period for Agenda Items Only

#### Consent Agenda

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  2. Purchase Request
  3. 2023 Drain Commissioner Annual Report
  4. 2024 Scrap Tire Clean-Up Grant Agreement
  5. Michigan Association of Counties (MAC) Technical Assistance and Support for the Opioid Settlement Funds

6. Cabling for 171 N. State Street, PSB Building
7. Request to Use Courthouse Lawn
8. Refill Vacant Full-Time Corrections Officer Position
9. Refill Vacant Help Desk Technician
10. Letter of Resignation - Stephen Erickson, Economic Development Commission (EDC) Executive Director
11. Mosquito Abatement Seasonal Employees

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4. Update on Election - Jodi Fetting/Clerk,CCO
5. Proposed Senior Home Delivered Meal Millage Language 66 - 67  
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6. Purchase Request - Animal Control Director Vehicle and Equipment with Partial United States Department of Agriculture (USDA) Grant 68 - 69  
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7. Proposed Resolution 2024-03 Supporting Repeal Pat 8 as Added by Public Act 233 of 2023 70 - 71  
[Tuscola County Proposed 2024-03 Resolution Supporting Repeal Part 8 as Added by Public Act 233 of 2023](#)
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## Old Business

1. Updates Regarding the Controller/Administrator Position

## Correspondence/Resolutions

1. [Legislative Update 2-16-24 - The Michigan Association of Counties](#) 72 - 76
2. [Alpena County Resolution 23-20 Opposing Legislation Preempting Local Control for Solar & Wind Developments](#) 77 - 78
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## 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  
NACo Rural Action Caucus (RAC)

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

**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

**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, February 15, 2024**

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

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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, February 15, 2024, to order at 8:00 AM local time.

Prayer - Commissioner Koch

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, Jon Ramirez, Amanda Ertman, Cody Horton

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Cindy Hughes, Chad Tumblin, Don Derryberry, Carrie Tabar, Renee Francisco, Treasurer Ashley Bennett, Register Marianne Brandt, Shawn Robinson, Debbie Babich, Tyler Ray, Steve Anderson, Angie Daniels, Shannon Beach, Bob Baxter, Barry Lapp, Nick Sakon, Cody Horton, Sheriff Glen Skrent, Steve Root

At 8:03 a.m., there were a total of 18 participants attending the meeting virtually.

### **Adoption of Agenda**

1. Adoption of Agenda -

2024-M-042

Motion by Matt Koch, seconded by Bill Lutz to adopt the agenda as presented. Motion Carried.

### **Action on Previous Meeting Minutes**

1. Action on Previous Meeting Minutes -

2024-M-043

Motion by Bill Lutz, seconded by Thomas Young to adopt the meeting minutes from the January 25, 2024 Regular meeting, February 2, 2024 Special meeting, February 7, 2024 Special meeting and February 7, 2024 Public Hearing. Motion Carried.

**Brief Public Comment Period for Agenda Items Only**

None

**Consent Agenda**

2024-M-044

Motion by Bill Lutz, seconded by Matt Koch that the Consent Agenda Minutes and Consent Agenda Items from the February 12, 2024 Committee of the Whole meeting be adopted. Motion Carried.

**CONSENT AGENDA**

1. Out-of-State Travel Request -

Move that per the request of Honorable Amy Grace Gierhart, the out-of-state travel request for herself and Heather Walther, Thumb Regional Sobriety Court (TRSC) Case Manager, to attend the All Rise for Justice Conference from May 22, 2024 through May 24, 2024 in Anaheim, California be approved. Sufficient funds are available in the budget.

2. 2024 Mosquito Abatement Materials Purchases -

Move that per the request from the Mosquito Abatement Director, Larry Zapfe, the following requested items be purchased from the 2024 Mosquito Abatement budget and sufficient funds allocated.

- Purchase of mosquito truck fogging material from Vesperis, Inc. for 4,400 gallons of Kontrol 4-4 at a cost of \$21.00 per gallon for a total of \$92,400.00.
- Purchase of mosquito larviciding material from Valent BioScience LLC for 17,600 pounds of Vectobac G at a cost of \$1.249 per pound for a total of \$21,982.40. Also, 264 gallons of VectoBac 12As at a cost of \$25.00 per gallon for a total of \$6,600.00.
- Purchase of one (1) 2024 Chevrolet work truck from McDonald Chevrolet in Millington, Michigan at a cost of \$35,528.40. This new truck would replace an older 2008 model.
- Purchase of two (2) truck mounted ULV foggers from Clarke Mosquito Control Products at a cost of \$18,746.31 each for a grand total of \$37,492.62. These units would replace 2 older foggers that no longer work and have exceeded their mechanical limits.

3. Tuscola County Behavioral Health Systems Board of Directors Recommended Board Appointments -

Move that per the Tuscola Behavioral Health Systems (TBHS) Board of Directors recommendation, that the following members be re-appointed to the TBHS Board of Directors for a three-year term ending March 31, 2027: Thomas Bardwell, Marianne Harrington, Alice Moore and Brenda Ryan.

4. 2024 SAFEbuilt Contract Increase -

Move that the Board recognize the correspondence from SAFEbuilt regarding the fee increase on hourly services only as agreed upon in the terms of the current contract. This is due to the Department of Labor; Bureau of Labor Statistics Consumer Price Index increase of 3.2% for 2024. This anticipated annual increase is outlined in Exhibit A of the current contract Tuscola County has with SAFEbuilt.

5. Vanderbilt Park Cell Phone Request -

Move that per the recommendation of the Buildings and Grounds/Recycling Director, Mike Miller, that an iPhone SE be purchased at a cost of \$320.00 and \$25.00 per month from Thumb Cellular for the Vanderbilt Park Host. Sufficient funds are available in the Parks Fund (208) for this purchase. Also, authorize any necessary budget adjustments within the fund.

**New Business**

1. Tuscola County Health Department Fee Adjustments -

Amanda Ertman, Health Officer, presented proposed fee schedule changes that were included in the agenda packet.

2024-M-045

Motion by Thomas Young, seconded by Bill Lutz to approve the changes to the Public Health Fee Schedule as presented by the Tuscola County Health Officer effective February 1, 2024. Motion Carried.

2. Cass River Crossing Fee Waiver for Maps -

Cody Horton, GIS Director, presented the request to provide maps at no cost to assist in building a covered bridge over the Cass River for the Amish Community to avoid using state highways.

2024-M-046

Motion by Thomas Young, seconded by Thomas Bardwell that per the recommendation from Cody Horton, GIS Director, that the fees be waived for maps prepared for the Amish Community to explore building a safe crossing on the Cass River. It is in the direct interest of public safety. Therefore, Director Horton would like to request that the Board of Commissioners waive all GIS fees associated with this project per the Tuscola County Enhanced Access To Public Records Policy. Motion Carried.



3. Financial Future of Central Dispatch Follow Up -  
Jon Ramirez, Dispatch Director, reviewed proposed millage amounts that could be presented on a ballot to the voters. Board discussed various costs in the Dispatch budget that could be covered by the potential millage.

Board would like Tyler Ray, Animal Control Director and Mike Miller, Building and Grounds Director, to present regarding a potential Animal Control millage.

2024-M-047

Motion by Matt Koch, seconded by Bill Lutz to have the Controller/Administrator and Dispatch Director to work together regarding potential ballot language, millage amount and time span for a 911 Dispatch millage to be presented at the March 13<sup>th</sup>, 2024 Committee of the Whole meeting. Motion Carried.

4. Refill Vacant Part-Time Maintenance Supervisor Position -  
Clayette Zechmeister presented the request received from Building and Grounds Director Mike Miller.

2024-M-048

Motion by Bill Lutz, seconded by Matt Koch that per the recommendation of the Buildings and Grounds/Recycling Director, Mike Miller, that Lisa Hess be promoted to fill the vacant Part-Time Maintenance Supervisor position with a start date of February 19, 2024. Lisa will start at Step 1 of the pay scale which is \$18.75 per hour. Also, any potential budget adjustments be authorized. Motion Carried.

5. Land Bank Appointment -  
Jodi Fetting, Tuscola County Clerk, CCO, presented the request for appointment.

2024-M-049

Motion by Matt Koch, seconded by Bill Lutz that Greg Schrot be appointed to the Tuscola County Land Bank effective February 15, 2024 for a 3-year term expiring February 28, 2027. Motion Carried.

6. County Revenue Sharing Projections Executive Recommendation for Fiscal Year 2025 -  
Clayette Zechmeister, Controller/Administrator, presented proposed Revenue Sharing projections.
7. Fiscal Year-End 2023 Indirect Cost Adjustments -  
Clayette Zechmeister, Controller/Administrator, presented the corrections needed due to a calculation error per a previous Board motion.

2024-M-050

Motion by Matt Koch, that per previous motion 2021-M-285 authorizing the reduction of Indirect Costs, 2023 fiscal year-end Indirect Cost charges be adjusted by the following:

Decrease Voted Recycling Fund by \$7,876.75

Decrease Voted Mosquito Fund by \$29,332.73

Increase Voted MSU Fund by \$4,553.85

Decrease Dispatch Fund by \$55,450.83

This will account for a total reduction in the General Fund revenue by \$88,106.45.  
Motion Carried.

8. Review Potential Purdy Building Debt Payoff -

Clayette Zechmeister, Controller/Administrator, presented the Bond Payoff schedule which does not show the amount of saving that was presented during the Debt Service Report at the Committee of the Whole meeting on February 12, 2024, as savings was actually less than what was presented. Treasurer Bennett addressed the amount of interest that was earned in 2023 as it was over \$1 million dollars. Board discussed the cost-comparison of paying off the bond debt or continuing to invest the funds as the investment rate is higher than the interest rate. At this time the Board is not going to proceed with the debt payoff but the comparison of rates needs to be continued to be monitored.

Recessed at 10:23 a.m.

Reconvened at 10:36 a.m.

At 10:36 a.m., there were a total of 22 participants attending the meeting virtually.

9. Huron County Resolution for Tuscola County Review and Consideration to Adopt -

Clayette Zechmeister, Controller/Administrator, presented the resolution adopted by Huron County Board of Commissioners. Board directed the Controller/Administrator to prepare a similar resolution for presentation at the March 4211, 2024 Committee of the Whole meeting.

### **Old Business**

1. General Fund Revenue with Inflation vs Actual Expenditures -

Clayette Zechmeister, Controller/Administrator, presented the General Fund Revenue With Inflation vs. Actual Expenditures chart that was included in the agenda packet.

### **Correspondence/Resolutions**

1. Michigan Public Service Commission - Notice of Hearing

2. Michigan Department of Agriculture and Rural Development (MDARD) Provides Pesticide Safety Education During National Pesticide Safety Education Month

3. Legislative Update 2-9-24 - The Michigan Association of Counties

4. Legislative Update 2-2-24 - The Michigan Association of Counties

5. Legislative Update 1-26-24 - The Michigan Association of Counties

6. Opioid Lawsuit Correspondence was provided to the Commissioners.

**Commissioner Liaison Committee Reports**

***Koch***

Behavioral Health Systems Board

Recycling Advisory

Meetings have been held with the neighboring counties regarding the Materials Management Plan.

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

Meeting with MMR tonight.

***Bardwell***

Behavioral Health Systems Board

Meets next week.

Caro DDA/TIFA

Update provided from the meeting where an electrical issue was improved near the SRS Building.

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

The Gas vs Milage Tax, the Ax Michigan Tax and the Wind and Solar legislation was discussed at the meeting.

NACo Rural Action Caucus (RAC)

A meeting will be scheduled.

Local Units of Government Activity Report

Ellington Township Hall

***Vaughan***

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

EDC is currently seeking applicants for the Director position.

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  
Senator Daley held local office hours and there was good discussion.  
Human Development Commission Board of Directors Liaison

**Young**

No Report

Board of Public Works  
County Road Commission Liaison  
Dispatch Authority Board  
Genesee Shiawassee Thumb Works  
Great Start Collaborative  
Human Services Collaborative Council (HSCC)  
MAC Agricultural/Tourism Committee  
Region VII Economic Development Planning  
Saginaw Bay Coastal Initiative  
Senior Services Advisory Council  
Tuscola 2020

Local Units of Government Activity Report  
Commissioner Vaughan read a thank you to Commissioner Lutz for assistance provided to a community member.

**Other Business as Necessary**

1. Tuscola County Mosquito Abatement Director Larry Zapfe, Appointed to the Michigan Mosquito Control Association (MMAM) Board of Directors

At 11:12 a.m., there were a total of 19 participants attending the meeting virtually.

**Extended Public Comment**

-Eean Lee asked the Board to have the public that is speaking to speak at the podium with a microphone.

**Adjournment**

2024-M-051

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 11:15 a.m.  
Motion Carried.

Jodi Fetting  
Tuscola County Clerk, CCO



# MINUTES

## Committee of the Whole Meeting

**8:00 AM - Monday, March 11, 2024**

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

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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, March 11, 2024, to order at 8:00 AM local time.

Roll Call - Deputy Clerk Judy Cockerill

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

Commissioners Absent: Thomas Young

Others Present In-Person: Judy Cockerill, Tracy Violet, Steve Anderson, Mike Miller, Jon Ramirez, Renee Francisco, Tyler Ray, Drain Commissioner Bob Mantey, Larry Zapfe, Amanda Ertman

Also Present Virtual: Clayette Zechmeister, Debbie Babich, Brandon Bertram, Don Derryberry, Mary Drier, Mark Haney, Cody Horton, Heather Thomas-Verhaeghe, Cindy Hughes, Alecia Little, Kristy Sutherland, Clerk Jodi Fetting, Sheriff Glen Skrent, Carrie Tabar, Mark Ransford, Register Marianne Brandt, Shannon Beach, Shelly Lutz, Linda Strasz

At 8:02 a.m., there were a total of 14 participants attending the meeting virtually.

### **New Business**

1. Tuscola County Health Department 2022-2023 Financial Statements - Heather Thomas-Verhaeghe, Gardner, Provenzano, Thomas & Luplow P.C., reviewed the audit findings. There were no discrepancies noted. Matter to be placed on the Consent Agenda.
2. Michigan State University Extension (MSUe) 2023 Tuscola County Annual Report - Matter to be placed on an upcoming agenda.
3. Purchase Request - Deputy Steve Anderson, Emergency Manager, explained the request which will be covered 100% by the grant. Matter to be placed on the Consent Agenda.
4. 2023 Homeland Security Grant Sub-Recipient Funding Agreement - Deputy Steven Anderson, Emergency Manager, explained the proposed agreement for approval. Matter to be placed on the Consent Agenda,

5. 2023 Drain Commissioner Annual Report -  
Robert Mantey, Drain Commissioner, reviewed the annual report. Matter to be placed on the Consent Agenda.
6. Proposed Senior Home Delivered Meal Millage Language -  
Board discussed the proposed millage but would like further details to support the financial amount being proposed. Matter to be placed on Thursday's agenda.
7. Proposed 911 Dispatch Millage Language -  
Matter to be placed on Thursday's agenda for further discussion.
8. Proposed Animal Care and Control Center Millage -  
Matter to be placed on Thursday's agenda for further discussion.
9. Purchase Request - Animal Control Director Vehicle with Partial United States Department of Agriculture (USDA) Grant -  
Debbie Babich, Fiscal Personnel Analyst, presented regarding a potential grant opportunity from USDA which would cover 15% of a vehicle purchase. Tyler Ray, Animal Control Director, reviewed the need for a third animal control vehicle. A new vehicle would cost \$52,000.00 and a used vehicle would cost \$23,000.00 but it is unknown if the grant would cover a new vehicle, used vehicle or either type. Board would like to have clarified what the grant will cover.
10. Proposed Resolution 2024-03 Supporting Repeal Pat 8 as Added by Public Act 233 of 2023 -  
Matter to be placed on Thursday's agenda.
11. 2024 Scrap Tire Cleanup Grant Agreement -  
Mike Miller, Building & Grounds/Recycling Director, stated that the grant should cover about 10 tire cleanup drop-off sites. Matter to be placed on the Consent Agenda.
12. Michigan Association of Counties (MAC) Technical Assistance and Support for the Opioid Settlement Funds -  
Commissioner Vaughan stated that Clayette Zechmeister to looking for approval to move forward is seeking the guidance from MAC. There is no cost to the County involved. Matter to be placed on the Consent Agenda.
13. Cabling for 171 N. State Street, PSB Building (matter added) -  
Tracy Violet explained the additional cabling that will be required for the PSB Building as it was not included in the original bid. There are funds available within the project as another portion of the project came in under budget. Matter to be placed on the Consent Agenda.

**Old Business**

None

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

None

***On-Going and Other Finance***

None

***On-Going and Other Technology***

None

**Building and Grounds**

***Primary Building and Grounds***

1. Request to Use Courthouse Lawn -  
Caro Cars and Crafts requested to use the courthouse lawn. Matter to be placed on the Consent Agenda.
2. Parking Lot Seal-Coating Bids -  
Mike Miller, Building & Grounds/Recycling Director, opened the bids received for the project.  
BlackJack Asphalt - \$28,000.00  
Norton Seal Coat - \$27,075.00  
Yeager Asphalt - \$17,000.00  
Director Miller stated the county has worked with Yeager Asphalt in the past and would recommend them as the low bidder. Matter to be placed on the Consent Agenda.
3. Update on the PSB Building -  
Mike Miller, Building & Grounds/Recycling Director, reported that the project is progressing forward according to plan and within budget. The one change is that the back of the building will remain brick rather than siding it.

***On-Going and Other Building and Grounds***

None

**Personnel**

***Primary Personnel***

1. Refill Vacant Full-Time Corrections Officer Position -  
Request was included in the agenda packet. Matter to be placed on the Consent Agenda.
2. Refill Vacant Full-Time Help Desk Technician Position -  
Request was included in the agenda packet. Matter to be placed on the Consent Agenda.
3. Letter of Resignation -  
Letter of resignation of Stephen Erickson, Economic Development Commission (EDC) Executive Director was included in the agenda packet. Matter to be placed on the Consent Agenda.



4. Mosquito Abatement Seasonal Employees -  
Letter of request was included in the agenda packet from Larry Zapfe, Mosquito Abatement Director. Matter to be placed on the Consent Agenda.

***On-Going and Other Personnel***

None

**Other Business as Necessary**

-Commissioner Bardwell asked if any of the other Commissioners would be able to assist with the interviews for the Controller/Administrator's position as he had another commitment arise. They were not, so he will attend in person for the ones he can and virtually for the remainder.

**Public Comment Period**

None

**Adjournment**

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 9:33 a.m.  
Motion Carried.

Jodi Fetting  
Tuscola County Clerk, CCO

DRAFT



# MINUTES

## Committee of the Whole Meeting

8:00 AM - Monday, February 12, 2024

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, February 12, 2024, 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, Steve Anderson, Mike Miller, Jon Ramirez, Carrie Tabar, Jennifer Leitzel, Larry Zapfe, Lauren Amellal, Darryl Oliver, Lauren Viro, Patrick Wood

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Treasurer Ashley Bennett, Register Marianne Brandt, Brandon Bertram, Steve Root, Tim Green, Don Derryberry, Amanda Ertman, Debbie Babich, Dara Hood, Janie Hemerline, Barry Lapp, Angie Daniels, Cody Horton, Renee Francisco, Paige Rushlo, Sheriff Glen Skrent, Shannon Beach, Bob Baxter, Shawn Robinson, Mark Ransford, Robert Rushlo

At 8:01 a.m., there were a total of 14 participants attending the meeting virtually.

### New Business

1. Out-of-State Travel Request -  
Honorable Amy Grace Gierhart presented the proposed request. Matter to be placed on the Consent Agenda.
2. Potential Use of the Senior Millage for a Public Guardian -  
Honorable Nancy L. Thane presented to the Board regarding consideration of adding a Public Guardian position. She asked the Board to have the Controller/Administrator to reach out to Huron County for how their position of Public Guardian is structured.
3. Introduction of Lauren Veri, New Business Development Official with SAFEbuilt  
Darryl Oliver and Lauren Veri was present as Lauren is the new account manager for out county. She is based out of Cleveland, Ohio and will be in Tuscola County once per month.

4. Powerpoint Presentation on City of Caro Downton Development Authority (DDA) -  
Lauren Amellal, Executive Director, City of Caro DDA, presented to the Board an update of the DDA.
5. 2024 Mosquito Abatement Materials Purchases -  
Larry Zapfe, Mosquito Abatement Director, presented the request for the 2024 season to purchase supplies and equipment. Matter to be placed on the Consent Agenda.
6. Financial Future of Dispatch -  
Jon Ramirez, Dispatch Director, presented to the Board regarding the budget of the Central Dispatch Center. It is being requested for the Board to consider a millage to provide funding for the Central Dispatch Center. Director Ramirez to work with Clayette regarding a proposed amount that would be needed if a millage was decided to be pursued. Also, to discuss what expenses the millage would be used for. The indirect costs for the Dispatch Center to be reviewed. Matter to be brought back to the Board to provide further information.
7. Tuscola County Behavioral Health Systems Board of Directors Recommended Board Appointments -  
Clerk Jodi Fetting presented the request for reappointment of members. Matter to be placed on the Consent Agenda.

Recessed at 10:13 a.m.

Reconvened at 10:27 a.m.

At 8:01 a.m., there were a total of 14 participants attending the meeting virtually.

## **Old Business**

### **Finance/Technology**

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

1. General Fund 10-Year Review and Projections -  
Clayette Zechmeister, Controller/Administrator, reviewed the charts in the agenda packet.
2. Impacts of Inflation on the General Fund -  
Clayette Zechmeister, Controller/Administrator, reviewed the chart in the agenda packet.  
Commissioner Bardwell would like a projected chart of the revenue and expenditure.
3. American Rescue Plan Act/Provision of Government Services (ARPA/PGS) Project Tracker -  
Clayette Zechmeister, Controller/Administrator, reviewed the report included in the agenda packet.

4. 2024 All Funds Fund Balance -  
Clayette Zechmeister, Controller/Administrator, reviewed the chart included in the agenda.
5. Debt Service Report -  
Debbie Babich reviewed the report included in the agenda packet. Debbie outlined the savings that could be realized if the Purdy Building Debt was paid off early. Matter to be placed on Thursday's agenda.
6. 2024 SAFEbuilt Contract Increase -  
Clayette Zechmeister, Controller Administrator, reviewed the increase of 3.2% in the fee schedule for hourly rate services. Matter to be placed on the Consent Agenda.
7. Tuscola County Awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting -  
Clayette Zechmeister, Controller/Administrator, explained that the award was presented to Tuscola County.

***On-Going and Other Finance***

None

***On-Going and Other Technology***

Chief Information Officer Eean Lee provided an update of projects that are underway.

**Building and Grounds**

***Primary Building and Grounds***

1. Vanderbilt Park Cell Phone Request -  
Mike Miller, Director of Buildings and Grounds/Recycling, presented a request for a cellular phone for the Park Host. Matter to be placed on the Consent Agenda.

***On-Going and Other Building and Grounds***

None

**Personnel**

***Primary Personnel***

1. Refill Vacant Full-time Help Desk Technician Position -  
Matter removed from the agenda to be presented at a later time.

***On-Going and Other Personnel***

None

**Other Business as Necessary**

None

**Public Comment Period**

-Jennifer Leitzel addressed the Board regarding the need and the sustainability of Central Dispatch Center.

**Adjournment**

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 11:40 a.m.  
Motion Carried.

Jodi Fetting  
Tuscola County Clerk, CCO

DRAFT

**DISTRICT HEALTH DEPARTMENT No. 2  
2023 HOMELAND SECURITY GRANT PROGRAM  
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the DISTRICT HEALTH DEPARTMENT No. 2, a public health department serving four counties within Michigan’s Region 3 and based at 630 Progress Street, West Branch, Michigan, hereinafter referred to as “DHD2”, acting as Fiduciary Agent for the 2023 Homeland Security Grant Program (Fiduciary) and \_\_\_\_\_(Political Subdivision), with a fiscal year end date of \_\_\_\_\_ (month) \_\_\_\_ (day).

WITNESSETH, THAT:

WHEREAS, pursuant to the Urban Cooperation Act of 1967, 1967PA 7, mcl 124.501, *et,seq.*, the Fiduciary and the Political Subdivision enter into the agreement for the purpose of passing through 2023 Homeland Security Grant Program (grant program) funds to the Political Subdivision, delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision and the Region 3 Homeland Security Planning Board regarding the grant program; and addressing use of grant program funds, including but not limited to, the purchase, use and tracking of equipment purchased with grant program funds, purchase or reimbursement of services with grant program funds, and/or reimbursement for certain salaries and/or overtime with grant program funds.

WHEREAS, DHD2 was elected and appointed Fiduciary for the 2023 Homeland Security Grant Program by the Region 3 Homeland Security Board on August 7, 2023; and District Health Department #2 accepted the position of Fiduciary and as a result entered into the 2023 Homeland Security Grant Program with the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD) and became the Subgrantee for the grant program effective September 1, 2023. In consideration of the mutual promises, obligations, representations, and assurances in the agreement, the parties agree to the following:

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

- 1.3. **Fiduciary** means District Health Department #2, a multi-county public health department, including, but not limited to, its Board of Health, any and all of its departments, divisions, elected and appointed officials, directors, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
  - 1.4. **Party/Parties** means the Fiduciary and the Political Subdivision may also be referred to individually as party or jointly as parties.
  - 1.5. **Political Subdivision** means a Michigan Municipal Corporation including but not limited to, its Council, Board, and any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
  - 1.6. **Region** means the area comprised of Alcona, Arenac, Bay, Genesee, Gladwin, Huron, Iosco, Lapeer, Midland, Ogemaw, Oscoda, Saginaw, Sanilac, and Tuscola Counties. The Region mirrors the existing State Emergency Management 3<sup>rd</sup> District and the Office of the Public Health Preparedness Bio-Defense Network region.
  - 1.7. **Region 3 Homeland Security Planning Board (Region 3 Planning Board)** means the Regional Homeland Security Planning Board for Region 3, as created by the Michigan Homeland Protection Board, and is comprised of the Counties from the Region.
  - 1.8. **2023 Homeland Security Grant Program (grant program)** means the grant program described and explained in Exhibit B which began September 1, 2023 and ends May 31, 2026. The grant program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NHS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. CFDA #: 97.067 and Federal Award ID #: EMW-2023-SS-00022-S01.
2. **Agreement Exhibits** - The exhibits listed below, and their properly promulgated amendments are incorporated and are part of this agreement.
    - 2.1. **Exhibit A:** Region 3 Homeland Security Planning Board minutes from August 7, 2023, re: approval of the 2023 Homeland Security Grant Program Fiduciary
    - 2.2. **Exhibit B:** 2023 Homeland Security Grant Program agreement between the Fiduciary and the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD)
    - 2.3. **Exhibit C:** FY 2023 HSGP Agreement Articles Applicable to Subrecipients
    - 2.4. **Exhibit D:** FY 2023 HSGP Equipment Ownership Agreement

### **3. Fiduciary Responsibilities**

- 3.1. The Fiduciary will comply with all requirements set forth in the grant program agreement between the Fiduciary and MSP-EMHSD.
- 3.2. The Fiduciary shall comply with all requirements set forth in the 2023 Homeland Security Grant Program guidance.
- 3.3. The Fiduciary shall submit all required project forms to MSP-EMHSD for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 3 Planning Board.
- 3.4. The Fiduciary shall reimburse the Political Subdivision for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by MSP-EMHSD and the applicable reimbursement forms reviewed and approved by MSP-EMHSD. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by MSP-EMHSD and the Fiduciary are properly executed by the parties.
- 3.5. The Fiduciary shall create and maintain an inventory of all equipment purchased with grant program funds in accordance with 2 CFR, Part 200.313 located at <https://www.ecfr.gov>
- 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Political Subdivision's fiscal year of the dollar amount of grant program funds released to the Political Subdivision for that fiscal year.
- 3.7. The Fiduciary shall file this agreement pursuant to law and provide executed copies of this agreement to the Region 3 Planning Board Secretary and the Political Subdivision.

### **4. Political Subdivision Responsibilities**

- 4.1. The Political Subdivision shall prepare all required forms for the use of grant program funds and shall submit such forms to the Region 3 Planning Board. Upon approval by the Region 3 Planning Board, the Fiduciary will forward the required forms to MSP-EMSHD for review and approval.
- 4.2. The Political Subdivision shall make all purchases in accordance with applicable federal, state, and local purchasing policies.
- 4.3. The Political Subdivision shall use the equipment purchased with grant program funds and all grant program funds in accordance with the guidance provided in the 2023 Homeland Security Grant Notice of Funding Opportunity. The Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
  - 4.3.1. Operation of the equipment;
  - 4.3.2. Maintenance and repair of the equipment;
  - 4.3.3. Replacement and repair of equipment, which is willfully or negligently lost, stolen, damaged, or destroyed;



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

4.10.3. Equipment records shall be maintained by the Political Subdivision until three (3) years after the equipment has been disposed.

4.10.4. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.

4.11. The Political Subdivision shall integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.

4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environment and Historical Preservation (EHP) program engages in a review process to ensure that federally funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.

4.13. The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S.C. 3141 *et seq*) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing minimum wage and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: <http://www.dol.gov/compliance/laws/comp.dbra.htm>

4.14. Upon request, the Political Subdivision will supply to the Fiduciary any information required to meet federally mandated reporting requirements and DHS program specific reporting requirements.

4.15. The Political Subdivision must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions> , specifically in the DHS Specific Acknowledgements and Assurances on page 1.

5. **Region 3 Planning Board Responsibilities:** The parties agree and acknowledge that the Region 3 Planning Board shall have the following responsibilities:

5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;

- 5.2. Hold public meetings, subject to the Michigan Open Meetings Act;
- 5.3. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Program requirements;
- 5.4. Establish subcommittees to carry out its work;
- 5.5. Advocate for, monitor and actively engage in the implementation of the Regional Homeland Security Strategy;
- 5.6. Ensure that all grant projects are aligned to the appropriate FY 2023 HSGP investment and the appropriate core capability from the National Preparedness Goal. The Region 3 Homeland Security Planning Board should consider the benefits to Region 3 prior to approving projects for funding.
- 5.7. Ensure the Regional Fiduciary is fully apprised of all projects approved by the Region 3 Homeland Security Planning Board.

**6. Duration of Interlocal Agreement -**

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

**7. Liability/Assurances**

- 7.1. Each Party shall be responsible for any claim made against that party by a third party, and for the acts of its employees or agents arising under or related to this agreement.
- 7.2. In any claim that may arise under or related to this agreement, each party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
- 7.3. Except as provided herein, neither party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.
- 7.4. To the extent allowed by law, DHD2 shall hold harmless the Political Subdivision for any claims arising as a result of DHD2's performance of, or failure to perform, any of its obligations under this Agreement with the Political Subdivision or the FY 2023 Homeland Security Grant Agreement with the Michigan State Police.
- 7.5. To the extent allowed by law, the Political Subdivision shall hold harmless DHD2 for any claims arising as a result of the Political Subdivision's performance of, or failure to perform, any of its obligations under this Agreement with DHD2.
- 7.6. Nothing herein shall constitute a waiver of either party's rights with regard to governmental immunity.

- 7.7. Notwithstanding any other provisions of this agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of grant program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines or fees associated with an ineligible determination by the auditors.
- 7.8. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- 7.9. Each party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws and requirements applicable to its activities performed under this Agreement, including but not limited to, the Homeland Security Grant Program Agreement, attached as Exhibit B, and the 2023 Homeland Security Grant Program Notice of Funding Opportunity.
8. **Termination and/or Cancellation of Agreement:** Either party may terminate and/or cancel the Agreement upon thirty (30) days' notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the parties' duties and obligations regarding equipment transferred to the Political Subdivision and the parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and /or cancellation.
9. **No Third Party Beneficiaries:** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
10. **Discrimination:** The Parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.
11. **Permits and Licenses:** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **Reservation of Rights:** The Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **Delegation/Subcontract/Assignment:** Neither party shall delegate, subcontract and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **No Implied Waiver:** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision in this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Severability:** If a court of competent jurisdiction finds a term, or condition of this agreement to be illegal or invalid, then the term, or condition shall be deemed severed from this Agreement. All other terms, conditions and provisions of this Agreement shall remain in full force.
16. **Captions:** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions and indexes shall not be interpreted to be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **Notices:** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 17.1. If notice is sent to the Fiduciary, it shall be addressed and sent to: District Health Department  
No. 2, Finance Department, 630 Progress St., West Branch, MI 48661
  - 17.2. If notice is sent to the Political Subdivision, it shall be sent to: \_\_\_\_\_  
  
\_\_\_\_\_
  - 17.3. Either Party may change the address and/or individual to which notice is sent by notifying the other Party in writing of the change.
18. **Governing Law:** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Agreement Modifications or Amendments:** Any modifications, amendments, recession, waivers, or releases to this Agreement must be in writing and executed by both Parties.
20. **Entire Agreement:** This agreement represents the entire agreement and understanding between the parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

**IN WITNESS WHEREOF:**

**District Health Department No. 2:**

EXECUTED: Denise M. Bryan, MPA DATE: 2-13-2024

PRINTED NAME and TITLE: Denise M. Bryan, MPA Health Officer

**Political Subdivision:** \_\_\_\_\_

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME and TITLE: \_\_\_\_\_

**Region 3 Homeland Security Planning Board:**

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME and TITLE: \_\_\_\_\_















either September or October. The validation will require at least thirty team members for the day. None of the validations completed have been funded by the Region and each included about two months of pre-testing.

In 2024, the team will complete Hazmat validation. There is no state grain response validation. The Region 3 team could be the first team in the state to be validated in grain response. It is machinery, metal cutting, collapse, confined space, rope, and grain response all in one.

During the remainder of the year, the team will be completing some deployment exercises in southern Saginaw County and northern Bay County.

The team has used grant funding to purchase some new decontamination products. They have upgraded to Dahlgren decontamination, which is a 3-component system in which the components are mixed together based on the chemicals to be cleaned up. It is non-toxic, has a neutral pH, has no corrosivity, and has a 10-year shelf life. It is a very effective and fast working product and can be used on toxic waste, fentanyl, ricin, and meth. The only issue with this product is that it is not safe on skin.

Melissa reminded the team to start thinking about their FY 23 budget.

**IMT** – Scott Rice reported that he and John Jurek continue to play phone and email tag.

**LETPA** – Mark Przybylski reported that the committee will next meet in September.

**CCP** – Bob North reported that the committee will next meet in September.

**Aux Comm** – Mike Bowers reported that the committee did not meet this quarter. They assisted with HAM radio communications at the air show in Flint and the Sasquatch bicycle race in Ogemaw and Oscoda Counties.

**MSP/EMHSD** – Lt. Barker reported that third quarter reports are due. The next DC meeting will be held prior to this board meeting with extra presentations. FY 24 position descriptions are due next month.

**Red Cross** – No report was provided.

**Unfinished Business:**

Melissa reminded the group that there is no language in the by-laws concerning how funding requests come before the board and that if they want this changed, an amendment will need to be drafted and shared with the board for review at least a week prior to the next board meeting. The discussion at the last meeting was that requests should come through an EM and be approved by the LPT or come through one of the committees.

**New Business:** N/A

**Staff Report:**

The next board meeting will be September 11<sup>th</sup> due to Labor Day.

**Other/Public Comments/Announcements:** N/A

**Adjournment:**

Meeting adjourned at 2:57 P.M.

Respectfully Submitted,  
Melissa Upper

Michigan State Police  Emergency Management and Homeland Security Division			Grant Agreement
<b>FEDERAL AWARD IDENTIFICATION</b>			
SUBRECIPIENT NAME		GRANT NAME	
District Health Department #2		Fiscal Year 2023 Homeland Security Grant Program	
SUBRECIPIENT IRS/VENDOR NUMBER		ASSISTANCE LISTINGS NUMBER	
38-1911267		97.067	
SUBRECIPIENT UFI		FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	
NBUPML1KFH21		EMW-2023-SS-00022-S01	
SUBRECIPIENT UFI		FEDERAL AWARD DATE	
NBUPML1KFH21		9/11/2023	
SUBRECIPIENT UFI		SUBAWARD PERFORMANCE PERIOD	
NBUPML1KFH21		FROM: 09/01/2023 TO: 05/31/2023	
SUBRECIPIENT UFI		SUBAWARD Budget PERIOD	
NBUPML1KFH21		FROM: 09/01/2023 TO: 05/31/2026	
RESEARCH & DEVELOPMENT		<b>Funding</b>	
N/A		<b>Total</b>	
RESEARCH & DEVELOPMENT		Federal Funds Obligated by this Action	\$772,477
INDIRECT COST RATE		Total Federal Funds Obligated to Subrecipient	\$772,477
None on file		Total Amount of Federal Award	\$772,477
FEDERAL AWARD PROJECT DESCRIPTION			
Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP)			
DETAILS			
Funding requirements are found on page 2 (Section III) of the grant agreement.			
FEDERAL AWARDDING AGENCY		PASS-THROUGH ENTITY (RECIPIENT) NAME	
FEMA-GPD 400 C Street SW 3rd floor Washington, DC 20472-3645		Michigan State Police, Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

# State of Michigan Fiscal Year 2023 Homeland Security Grant Program Grant Agreement

September 1, 2023 to May 31, 2026

Assistance Listings Number: 97.067 Grant Number: EMW-2023-SS-00022-S01
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This Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

## **DISTRICT HEALTH DEPARTMENT #2** (hereinafter called the Subrecipient)

### **I. Purpose**

The FY 2023 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2023 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2023 HSGP.

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

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

Allowable activities must comply with the FY 2023 HSGP Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency(FEMA) Preparedness Grants Manual, both located at <http://www.fema.gov/homeland-security-grant-program>, align with Michigan's FY 2023 SHSP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment (THIRA) and gaps identified in the Stakeholder Preparedness Review (SPR), and align to projects specifically approved by the Recipient.

## II. Statutory Authority

Funding for the FY 2023 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2023* (Pub. L. No. 117-328).

The Subrecipient agrees to comply with all FY 2023 HSGP program requirements in accordance with the FY 2023 HSGP NOFO and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, the FY 2023 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2023 HSGP Michigan Supplemental Guidance provided electronically by the MSP/EMHSD.

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

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

## III. Award Amount and Restrictions

- A. The **District Health Department #2**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded **\$772,477** under the FY 2023 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.
- B. The FY 2023 HSGP covers eligible costs from September 1, 2023, to May 31, 2026.
- C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least **\$270,367** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at [National Planning Frameworks | FEMA.gov](#). The Subrecipient must meet its minimum LETPA funding requirement for the FY 2023 HSGP.
- E. The FY 2023 HSGP includes the following six national priority areas. A minimum of 30% of the total allocation, or at least **\$231,744**, must be allocated between the six following national priority areas:
  - 1) Enhancing the protection of soft targets/crowded places;
  - 2) Enhancing information and intelligence sharing and analysis;
  - 3) Combating domestic violent extremism;
  - 4) Enhancing community preparedness and resilience;
  - 5) Election Security;
  - 6) Cybersecurity.



The priority areas of enhancing the protection of soft targets/crowded places, enhancing information and intelligence sharing and analysis, combating domestic violent extremism, enhancing community preparedness and resilience, and enhancing election security must each be funded at a minimum of \$23,175, or 3% of the award amount, for a total of 15%. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2023 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual <http://www.fema.gov/homeland-security-grant-program>.

- F. A maximum of \$386,238 of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- G. A maximum of five percent (5%) of awarded funds, \$38,623, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the *FY 2023 HSGP NOFO* and the *FEMA Preparedness Grants Manual* located at <http://www.fema.gov/homeland-security-grant-program>.
- H. The Subrecipient may only fund projects which directly support one of the FY 2023 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2023 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2023 SHSP investment justification.
- I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.
- J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.  
  
**Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.**
- K. A portion of FY 2023 SHSP funds should be allocated toward sustainment of the Regional Response Team Network and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- L. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

#### IV. Responsibilities of the Subrecipient

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

reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

- B. Refer to the FY 2023 HSGP NOFO and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program> for a detailed list of allowable costs and program activities under this grant.
- C. The subrecipient shall not use FY 2023 HSGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
  - 1. Subrecipient Risk Assessment Certification;
  - 2. Standard Assurances;
  - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
  - 4. Audit Certification (EMD-053);
  - 5. Request for Taxpayer Identification Number and Certification (W-9);
  - 6. Other documents that may be required by federal or state officials
- E. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2023 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
  - 1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at <http://www.ecfr.gov>.
  - 2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
  - 3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2023 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
  - 4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>. Every odd calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the **Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit, by email to [mshp-emhsd-audit@michigan.gov](mailto:mshp-emhsd-audit@michigan.gov) or by mail to: PO Box 30634, Lansing, Michigan 48909**. The physical inventory must be submitted to the Audit Unit by July 31, of the same year the inventory is completed. The template can be found on the MSP/EMHSD Grant Programs webpage at [www.michigan.gov/emhsd](http://www.michigan.gov/emhsd) or by emailing [EMD\\_HSGP@michigan.gov](mailto:EMD_HSGP@michigan.gov).
  - 5. If the Subrecipient purchases equipment for a local governmental unit with FY 2023 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local

- governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.
6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.
  7. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to [EMD\\_HSGP@michigan.gov](mailto:EMD_HSGP@michigan.gov).
  8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
    - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit
    - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
    - c. Retain all financial records, statistical records, supporting documents and other pertinent materials for equipment purchases for at least three years after their disposition.
    - d. Non-federal organizations which expend \$750,000 or more in any federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1996, and 2 C.F.R., Part 200.
    - e. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.
  9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. The NIMS information is available at <http://www.fema.gov/national-incident-management-system>. More information on complying with NIMS is available from the State NIMS Coordinator at [www.michigan.gov/emhsd](http://www.michigan.gov/emhsd) under Response and Recovery.
  10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order (E.O.) 13347.
  11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval.

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

12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at <https://www.sam.gov>.
13. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005.
14. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
15. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.
16. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at [DHS Standard Terms and Conditions | Homeland Security](#), specifically in the DHS General Acknowledgements and Assurances on page 1.

#### V. Responsibilities of the Recipient

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

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

#### VI. Reporting Procedures

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

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

## VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

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

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

## VIII. Employment Matters

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

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

#### **IX. Limitation of Liability**

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

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

#### **X. Third Parties**

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

#### **XI. Grant Agreement Period**

This grant agreement is in full force and effect from September 1, 2023 to May 31, 2026. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

#### **XII. Entire Grant Agreement**

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

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

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

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

**XIII. Business Integrity Clause**

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes, or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

**XIV. Freedom of Information Act (FOIA)**

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

**XV. Official Certification**

**For the Subrecipient**

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

District Health Department No. 2  
Subrecipient Name

NPUPMLJKFH 21  
Subrecipient's UEI Number

Denise M. Bryan, MPA  
Printed Name

Administrative Health Officer  
Title

Denise M. Bryan  
Signature

November 2, 2023  
Date

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

Capt. Kevin Sweeney  
Printed Name

Commander Emergency Management  
and Homeland Security Division  
Title

[Signature]  
Signature

10/19/2023  
Date

**For the Regional Board**

The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 3 Homeland Security Planning Board has chosen the District Health Department #2 to act as the Fiduciary Agent on behalf of the regional board for the FY 2023 HSGP.

Randy Miller  
Printed Name

Regional Board Chair  
Title

[Signature]  
Signature

11-15-23  
Date



## **Agreement Articles Applicable to Subrecipients Fiscal Year 2023 Homeland Security Grant Program**

### **Article I - Activities Conducted Abroad**

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

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

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

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

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

### **Article IV - Federal Leadership on Reducing Text Messaging while Driving**

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

### **Article V - Debarment and Suspension**

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

### **Article VI - Fly America Act of 1974**

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

### **Article VII - Americans with Disabilities Act of 1990**

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

### **Article VIII - Duplication of Benefits**

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

### **Article IX - Copyright**

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

### **Article X - Civil Rights Act of 1968**

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

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

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

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at [DHS Data Analysis Tools](#) and Privacy Template at [Privacy Impact Assessment Template \(dhs.gov\)](#) as useful resources respectively.

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

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: [Language Access | Homeland Security \(dhs.gov\)](#)

#### **Article XIII - Hotel and Motel Fire Safety Act of 1990**

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

#### **Article XIV - Disposition of Equipment Acquired Under the Federal Award**

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

#### **Article XV - Patents and Intellectual Property Rights**

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

#### **Article XVI - DHS Specific Acknowledgements and Assurances**

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

#### **Article XVII - Procurement of Recovered Materials**

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

#### **Article XVIII - Terrorist Financing**

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

#### **Article XIX - Civil Rights Act of 1964 - Title VI**

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

#### **Article XX - Prior Approval for Modification of Approved Budget**

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

#### **Article XXI - Acknowledgement of Federal Funding from DHS**

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

#### **Article XXII - Acceptance of Post Award Changes**

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

#### **Article XXIII - Rehabilitation Act of 1973**

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

#### **Article XXIV - False Claims Act and Program Fraud Civil Remedies**

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

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

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

#### **Article XXVI - Lobbying Prohibitions**

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

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

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

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

#### **Article XXVIII - Age Discrimination Act of 1975**

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

#### **Article XXIX - National Environmental Policy Act**

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

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

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

#### **Article XXXI - USA PATRIOT Act of 2001**

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

#### **Article XXXII - Non-Supplanting Requirement**

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

#### **Article XXXIII - Drug-Free Workplace Regulations**

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

#### **Article XXXIV - Universal Identifier and System of Award Management**

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

#### **Article XXXV - Energy Policy and Conservation Act**

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

#### **Article XXXVI - Whistleblower Protection Act**

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

#### **Article XXXVII - Federal Debt Status**

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

#### **Article XXXVIII - Use of DHS Seal, Logo and Flags**

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

**Article XXXIX - Notice of Funding Opportunity Requirements**

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

**Article XL - SAFECOM**

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



# Region 3 FY 2023 Homeland Security Grant Program

## Equipment Ownership Agreement

Federal Award #97.067 Grant #EMW-2023-SS-00022-S01

The following equipment was purchased by \_\_\_\_\_ (JURISDICTION) and reimbursed with FY 2023 Homeland Security Grant Program (HSGP) funds.

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

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

**JURISDICTION** understands that this equipment has been funded with 2023 HSGP funds and agrees to the following:

- 1) Equipment will be used in accordance with 2023 HSGP Notice of Funding Opportunity guidance.
- 2) **JURISDICTION** is responsible for any costs, fines, or fees associated with misuse or ineligible use of equipment.
- 3) Equipment must be kept to current national standards for readiness. Costs for insurance, title, license, maintenance, repairs, and other costs of use will be the responsibility of **JURISDICTION**.
- 4) Equipment will be prominently marked as "Purchased with HSGP funds."
- 5) **JURISDICTION** must complete disposition paperwork with EMHSD before any HSGP-funded equipment can be sold, transferred, or otherwise disposed of. All equipment documentation must be maintained for at least 3 years following the date of disposition.
- 6) Any equipment intended to be transferred out of Region 3 must first have the approval of the R3HSPB.
- 7) The cost of the equipment will be listed on **JURISDICTION'S** Schedule of Expenditures of Federal Awards (SEFA).
- 8) Equipment will be made available upon request to State and Federal auditors.
- 9) It is understood that the equipment is a regional asset and must be made available to other Region 3 agencies if requested and available. Only trained operators will use this piece of equipment.
- 10) **JURISDICTION** is bound to all terms and conditions specified in the 2023 HSGP Subrecipient Agreement.

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

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

\_\_\_\_\_  
*Jurisdiction*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Printed Name of Jurisdictional Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature, Jurisdictional Representative*

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Date*

**Region 3 FY 2023 Homeland Security Grant Program  
Transfer of Ownership Agreement**

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

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

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

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This Transfer of Ownership Agreement (TOA) is executed by

\_\_\_\_\_ (**JURISDICTION**) on \_\_\_\_\_ (Date)

Make/Model of Equipment: \_\_\_\_\_

Serial Number(s): \_\_\_\_\_

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Jurisdiction Receiving Equipment: \_\_\_\_\_

Printed Name of Individual Receiving Equipment: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

---

Signature of individual receiving equipment

---

Date

# PX™ 5.3

## Checkpoint X-ray System

### DUAL-ENERGY IMAGING IN A COMPACT X-RAY SECURITY SYSTEM

The compact PX 5.3 security X-ray inspection system offers an unbeatable combination of dual-energy imaging with high throughput and flexibility. Suitable for space constrained applications and settings, the PX 5.3 provides operators the ability to efficiently and accurately screen briefcases, backpacks, parcels, packages and other small to medium-sized objects. Superb imaging capabilities facilitate the operator's ability to rapidly detect multiple threats, including weapons, narcotics, explosives and other contraband.

With the available heavy-duty castors for mobility, the PX 5.3 easily passes through a standard doorway. From schools, office buildings, courthouses, correctional institutions and cruise ships, the versatile PX 5.3 provides a reliable and economical solution anywhere security X-ray inspection is a priority.



### APPLICATIONS

- ▶ Visual threat detection
- ▶ Contraband detection
- ▶ Regulatory compliance/inspection
- ▶ Manifest and declaration verification

### COMPLIANCE

- ▶ CE, UL-61010-1
- ▶ Radiation Safety: U.S. 21 CFR 1020.40

### CERTIFICATION

- ▶ ISO 9001:2008
- ▶ ISO 14001:2004



## SPECIFICATIONS

### GENERAL

Height:	1281 mm (50.4")
Width:	732 mm (28.8")
Length:	
Short conveyor:	1228 mm (48.3")
Long conveyor:	2228 mm (87.7")
Tunnel Opening:	516mm (20.3") wide x 330 mm (13") high
Conveyor Height:	845 mm (33")
Power Requirements:	1Ø 100-240 VAC ±10% 50/60 Hz ±1% 1.0 KVA max
Conveyor Speed:	0.22 m per sec +2/-8% @ 50 Hz 0.26 m per sec +2/-8% @ 60 Hz
Conveyor Capacity:	100 kg (220 lbs)
Weight:	400 kg (882 lbs) approximate weight with short conveyor

### X-RAY

Voltage:	150 kV constant potential tube
Duty Cycle:	100%
Cooling:	Sealed oil bath
Beam Orientation:	Vertically upward
Detector Configuration:	960 photodiodes in L-shaped array

### IMAGING AND PERFORMANCE\*

Resolution:	40 AWG typical
Penetration:	32 mm typical
Contrast Sensitivity:	4096 gray level stored
Display Monitor:	19" LCD monitor

### ENVIRONMENTAL

Operating Temperature:	0°C to 40°C (32°F to 104° F)
Storage Temperature:	-20°C to 50°C (-4°F to 122°F)
Humidity:	0 to 95% non-condensing
Airborne Noise Level:	<70dB (A)

### STANDARD FEATURES

- Compact design
- Heads-up operator display interface with touch pad control
- Configurable operator interface
- Side-mounted operator interface
- Multi-language support
- Operator Assist® (OA)
- Image Archiving (IA)
- Network ready
- Uninterruptible power supply (UPS) and input line filter
- Short conveyor length (1228 mm/50.7")
- 19" color monitor

### OPTIONAL FEATURES

- Threat Image Projection (TIP)
- Operator-proximity sensor
- Roller tables and slide tables in modular 0.5 m and 1.0 m lengths
- Message display center
- Conveyor length option long (2228 mm/87.7")
- External UPS
- Remote operator interface (5 m, 30 m, and 100 m)
- Ruggedized Mobility Kit (RMK): 152.4 mm (6") locking shock absorbed wheels, system tie-down/hold-down points
- Entry/exit shrouds
- Additional multi-language support available upon request

### RADIATION

All Leidos Security Detection & Automation X-ray systems are certified to be in full compliance with all radiation safety requirements and external emissions limits as specified in the United States Code of Federal Regulations, Title 21, Section 1020.40 (21 CFR 1020.40) that apply to our products. Typical leakage radiation is less than 0.1 mR/hr.

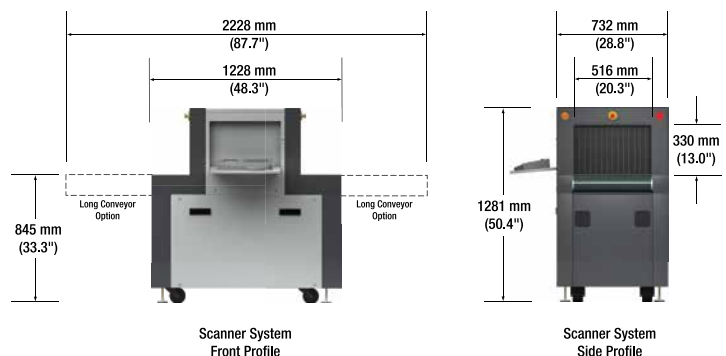
### OPERATIONAL STANDARDS

- CDRH 21 CFR 1020.40 Cabinet X-ray Systems and maximum leakage radiation less than 0.1mR/hr (1µ Sv/hr)
- NRTL certified to ANSI/UL 61010-1, CAN/CSA 22.2 No.61010-1 and CE compliant
- Designed for TIP1A/TIPII/STIP compliance

### COMPLIANCE



### CERTIFICATION



## FOR MORE INFORMATION

[leidos.com](http://leidos.com) | [leidos.com/contact](http://leidos.com/contact)



March 13, 2024

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

Re: Select Schedule Annual Maintenance Contract Proposal No. S-2024-03.13

Dear Mr. Anderson,

Leidos Security Detection & Automation, Inc., is pleased to provide the attached proposal for equipment maintenance on your x-ray systems with a period of coverage of March 25, 2024 Thru March 24, 2025 We value your business, and should you decide to move forward with this purchase, we request your acceptance and acknowledgement by providing the required authorized signature (**see page 2**).

Please review the attached proposal and verify the following information:

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

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

Sincerely,

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

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



<b>BILLING ADDRESS:</b> Tuscola County Courthouse 420 Court Street Suite 1 Caro, MI 48723	<b>DELIVERY ADDRESS:</b> Tuscola County Courthouse 440 N. State Street Caro, MI 48723	<b>PROPOSAL NO:</b> S-2024-03.13 <b>DATE OF PROPOSAL:</b> 03/13/2024 <b>PROPOSAL VALID FOR:</b> 45 DAYS <b>ATTACHMENTS:</b> 8100-11901-00 and 100-11902-00
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**SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL**

**SCHEDULE OF SERVICES PROVIDED UNDER THIS CONTRACT:**

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

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

**COVERAGE PERIOD:** March 25, 2024 thru March 24, 2025

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

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

**CONTRACT TERMS AND CONDITIONS AND STATEMENT OF WORK:** The terms and conditions and statement of work governing this contract are detailed in the attached documents 8100-11901-00 and 8100-11902-00 herein (“Leidos terms”). Leidos requires a signed quotation to place an order. Notwithstanding anything to the contrary that may be set forth in Buyer’s purchase order terms or any other provisions in any documentation provided by the Buyer (“Buyer’s terms”), in the event of a conflict or inconsistency between the Leidos terms and Buyers terms, Leidos terms shall prevail and take precedence over the Buyers terms. The Parties acknowledge, agree and confirm any terms contained in Buyer’s purchase order that are in addition to Leidos terms shall be void ab initio and of no force or effect, and Leidos’ acceptance of a purchase order shall not be construed as acceptance by Leidos of any such additional terms.

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

Please reference proposal no. S-2024-03.13, unit serial number(s) and period of performance on your purchase order.

Contact Lillian C. Pena concerning order placement via Phone: 781-970-1606 -or- e-mail [Lillian.CastroPena@Leidos.com](mailto:Lillian.CastroPena@Leidos.com)


**BUYER PURCHASE ORDER NUMBER:** \_\_\_\_\_ **CONTRACT ID:** \_\_\_\_\_

**AUTHORIZED SIGNATURE REQUIRED:**

**TUSCOLA COUNTY COURTHOUSE:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**LEIDOS SECURITY DETECTION & AUTOMATION, INC.:**

Name: Lillian Castro-Pena  
Title: Contracts Administrator  
Signature:   
Date: March 13, 2024



**EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT PROPOSAL S-2024-03.13:**

<b>Item</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Unit Price</b>	<b>Shipping Location</b>
<b>1</b>	<b>PX5.3</b>	<b>PX530152</b>	<b>\$6,900</b>	<b>440 N. State Street Caro, MI 48723</b>

**TOTAL ANNUAL PRICE: \$6,900 plus tax if applicable - See document no. 8100-11901-00, clause no. eleven (11) for details.**



## ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT TERMS AND CONDITIONS

**1. INDEMNIFICATION:** Buyer shall indemnify, defend and hold between Leidos Security Detection & Automation Australia Group Pty Ltd (“Leidos SD&A”) harmless from and against any losses, damages, expenses, liabilities, and costs arising out of the negligence of Buyer, its employees, or agents with respect to the use or operation of the system covered under this Agreement.

**2. CANCELLATION FOR CAUSE:** Buyer retains the right to cancel this Agreement should Leidos SD&A fail to perform in accordance with the statement of services for any reason within Leidos SD&A's control and fails to cure within 30 days following receipt of written notice of default. In the event of such cancellation, Buyer will notify Leidos SD&A in writing. Buyer will pay only for the services rendered up to the date that Leidos SD&A receives the written cancellation notice.

### 3. DISCLAIMER AND LIMITATION OF LIABILITY:

- A. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ALL OF THE SERVICES, SOFTWARE AND PRODUCTS ARE PROVIDED “AS IS”, “WHERE IS” AND “AS AVAILABLE” AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEIDOS SD&A (I) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE; AND (II) DOES NOT WARRANT THAT USE OF THE SERVICES, THE SOFTWARE AND THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. LEIDOS SD&A DISCLAIMS, AND WILL NOT BE LIABLE FOR, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR USE OF, OR DISCLOSURE OF DATA THAT IS NOT DUE TO A BREACH OF ANY PROVISIONS OF THIS AGREEMENT BY LEIDOS SD&A.
- B. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, IN NO EVENT WILL LEIDOS SD&A BE LIABLE FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA, LOSS OF USE OR LOSS OF REVENUES OR PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER, THE FURNISHING OF PRODUCTS AND SERVICES OR THE USE OR PERFORMANCE OF PRODUCTS OR SERVICES, EVEN IF INFORMED OF SUCH DAMAGES, OR (II) FOR ANY THIRD PARTY CLAIMS AGAINST BUYER. LEIDOS SD&A'S MAXIMUM LIABILITY UNDER ANY ORDER, INCLUDING LIABILITY ARISING OUT OF PRODUCTS DELIVERED, SERVICES PERFORMED OR FROM LEIDOS SD&A'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, WILL BE LIMITED TO THE AMOUNT PAID TO LEIDOS SD&A FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM.

**4. CONFIDENTIALITY:** Except as contemplated by the terms hereof in performance of its obligations under this Agreement, as required by applicable law, or pursuant to an order entered or subpoena issued by a court of competent jurisdiction, each party shall, during the Term and thereafter, keep confidential the terms of this Agreement and all material non-public or proprietary information in any form or medium provided to it by the other party whether furnished in writing, electronically, orally, visually or learned by a party in performance of its obligations under this Agreement (collectively, “Confidential Information”). In ensuring the confidentiality of such Confidential Information received from the other party, each party shall maintain adequate safeguards to protect all Confidential Information and use the same care as it uses with its own information, but not less than reasonable care. Each party agrees not to disclose such Confidential Information to any third party, other than its employees and advisors as the party determines have a need to know in connection with the Services provided hereunder, each of whom shall be advised of the confidentiality requirements of this Agreement and agree to be bound by the terms hereof. The foregoing confidentiality obligations contained in this Section shall not apply to any information received by either party from the other party which: (a) is in the public domain at the time of its use or disclosure other than as a result of a breach of this Agreement by the receiving party; (b) is already known to the receiving party on a non-confidential basis, at the time it is disclosed to receiving party by the disclosing party; or (c) was or is independently developed by the receiving party without use of or reference to the Confidential Information. Each party agrees that a violation or threatened violation of this Section may cause irreparable harm to the other party, and that such other party shall be entitled to seek injunctive relief in addition to any other legal remedies.

**5. ALTERATIONS:** Buyer shall have the right to request that systems be returned to service coverage on a pro-rated basis. Prior to systems being returned to service coverage all systems are subject to billable pre-inspection services to be performed by the Leidos SD&A. The Leidos SD&A's prevailing standard service rates shall be used to calculate the pre-inspection services.



**6. SOFTWARE:** Unless otherwise expressly agreed in writing to the contrary, all technical specifications, software, technical information, source code, drawings, and/or Data provided to Buyer by the Leidos SD&A, or used by the Leidos SD&A in updating, upgrading or performing repairs to the Buyer's equipment, shall remain the sole property of the Leidos SD&A. Any use of said data and software shall constitute use under a limited use license only. This License is expressly limited to the functionality of individual items of Leidos SD&A and/or legacy L3 equipment previously purchased by the Buyer.

**7. EXCLUSIONS:** Under this Agreement, contractual coverage shall not apply to any equipment, spare parts, materials, other ancillary equipment or services that are: (a) repaired, moved or modified other than by Leidos SD&A's authorized personnel; (b) subjected to physical, mechanical or electrical abuse, stress, or misuse for any reason such as through negligence, willful conduct, accident, or vandalism; (c) handled, transported, stored, operated, modified, repaired, moved, installed, returned or maintained in a manner inconsistent with applicable Leidos SD&A instructions, specifications, good working practices or beyond agreed parameters outside normal everyday use; (d) designated on Leidos SD&A's price list or quotation as being provided without warranty (in which case, the said item is provided "as is" and without warranty of any sort); (e) provided with a third-party warranty (in which case said third-party warranty shall be the sole and exclusive warranty applicable thereto); or (f) Slip Rings and Bearings for eXaminer 3DX systems (which are available for purchase by Buyer in the event of a failure by contacting Leidos SD&A's call center for price, availability and delivery). No third party agents, regardless of affiliation or former affiliation with Leidos SD&A, retain the rights to perform service actions under this Agreement. Also excluded from this Agreement are equipment, spare parts, materials, and other ancillary equipment which have been damaged due to power surges, exposure to the elements of extreme heat, extreme cold, moisture; acts of nature such as rain, sleet, snow, earthquakes, lightning, hurricanes, etc.; and erroneous reports by Buyer of failures on the foregoing.

**8. ACCESSORIES AND ATTACHMENTS:** Service actions performed by Leidos SD&A under this Agreement will not include maintenance or repair of accessories, attachments, machines, or other similar devices not originally supplied or provided by Leidos SD&A; painting or refinishing of equipment or providing such painting or refinishing materials; or furnishing supplies, accessories, or other similar devices except as specifically required for equipment repair or maintenance.

**9. SPECIAL CANCELLATION:** The specific equipment covered by this Agreement shall be serviced as needed and all required spare parts shall be provided unless stock is no longer available due to end of life issues. Leidos SD&A shall make a best commercial effort to support this equipment during the contractual period and make provisions for end of life parts. Should services be required and spare parts are no longer available, Leidos SD&A shall make a best commercial effort to render Buyer's equipment back into operating condition. If Leidos SD&A is unable to bring the up to operating condition, the affected equipment shall then be removed from the remainder of this Agreement and a pro-rated credit for the balance of the present contract term shall be issued. Credits shall be sent out within thirty (30) days of cancellation. Also, the affected equipment shall not be included in future contract renewals or during any remaining optional years.

**10. ASSIGNMENT:** Buyer shall not delegate assign, or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Leidos SD&A which consent shall not be withheld unreasonably. Any purported delegation, assignment, or transfer by Buyer of all or part of this Agreement or of any rights or obligations arising hereunder without the prior written consent of Leidos SD&A shall be void as to Leidos SD&A's obligations hereunder from the time of such delegation, assignment, or transfer, and shall be considered the basis for immediate termination of this Agreement. Leidos SD&A may, without consent from Buyer, assign its rights and/or delegate its obligations hereunder to its parent, subsidiary, affiliate, third party Leidos SD&A approved subcontractor of the services rendered hereunder or successor in interest.

**11. TAXES:** The Agreement price does not include any taxes, including, without limitation, withholding taxes, sales, use, value added, excise, import, duties, assessments, liens, or similar charges arising out of or in connection with the performance of this agreement, which may be imposed by an entity other than the U.S. government or a political subdivision thereof ("Foreign Taxes"). Buyer shall pay the total amount invoiced by Leidos without withholding any amounts. If the Buyer becomes aware that an amount must be withheld from the payment as a withholding tax, as required by foreign laws and regulations, the Buyer shall inform Leidos. The Buyer will take all reasonable and lawful steps to minimize the amount of the withholding tax obligation. Leidos will provide the Buyer documentation in the form of a tax residency certificate (or other similar documentation as required by foreign law and regulations). Buyer shall remit the withholding tax amount to the proper foreign tax authorities within the required time frame and manner and shall provide Leidos with a withholding tax certificate or other similar proof of payment within 30 days of remittance. If Leidos is required to collect VAT, GST or similar sales or use taxes, Leidos will charge the Buyer such amount as a separate item on its invoice or provide a separate invoice if no further invoices are issued under this Agreement. If Leidos is not registered to collect VAT, GST or similar taxes, Buyer shall pay such amounts directly to the taxing authority as required by local laws and regulations.

**12. BUYER'S TERMS AND CONDITIONS NOT ACCEPTABLE:** Any resultant Contract/Purchase Order/Similar Instrument with Buyer's Terms and Conditions other than the terms and conditions contained in this Appendix A are not acceptable to Leidos SD&A

**Leidos Proprietary**



for any purchases under this Agreement and the submission of such Buyer's Terms and Conditions shall not amend or modify the terms and conditions of this Appendix A, which shall apply to all purchases under this Agreement. Estimates are calculated under the Terms and Conditions contained in this Appendix A and pricing would change for compliance with alternative Terms and Conditions of Buyer.

**13. DISPUTES, AMENDMENTS, WAIVER & SEVERABILITY.** This Agreement shall be governed and construed in accordance with the laws of Australia without reference to its conflict of laws provisions or the UN Convention for the International Sale of Goods. Buyer and Leidos SD&A specifically agree that any controversy, claim, or action relating to the relationship between the parties, this Agreement, or Products or services purchased or licensed hereunder, shall be brought and tried in Australia. All objections to venue are hereby waived by the Buyer, and Buyer consents to service or process by certified mail or courier service addressed to the Buyer address on the front of the Estimate. Any failure of either party to require performance by the other party of any obligation shall not affect said party's full right to require such performance at any other time. The waiver by any party of any remedy for breach of any provision hereof shall not be taken as a waiver of any remedy with respect to any other breach of such provision or any other provision. Each provision of this Agreement shall be treated as separate and independent, and the unenforceability of any one provision shall not impair the enforceability of any other. To the extent any provision is held to be excessively broad or unenforceable, it shall be construed by limiting and reducing it to be enforceable to the full extent possible.

**14. FORCE MAJEURE.** Leidos SD&A shall not be in default, responsible or held liable under this Agreement for any delay in performance or for non-performance caused by circumstances beyond Leidos SD&A's reasonable control, including, without limitation, acts of God, fire, flood, war, government action, terrorism in any form, delays in customs, accident, labor trouble, shortages, epidemic, pandemic, government-imposed travel restrictions, or inability to obtain materials, equipment or transportation from suppliers or subcontractors. Leidos SD&A will notify Buyer promptly of any delay or non-performance excused by this Article and will specify the revised schedule as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event Leidos SD&A is delayed by acts of the Buyer or by prerequisite work by other contractors or suppliers of the Buyer, Leidos SD&A shall be entitled to an equitable price adjustment in addition to an extension of the time of performance.

**15. RELATIONSHIP OF THE PARTIES AND NO THIRD PARTY BENEFICIARY.** Neither the making of this Agreement nor the performance of any provision hereunder shall be construed to constitute either party as the agent, employee or legal representative of the other for any purpose, nor shall this Agreement be deemed to establish a joint venture or partnership between the parties or to create any relationship between the parties hereto other than that of independent contractors. Neither party hereto shall have any right or authority to create any obligation, warranty, representation, or responsibility, express or implied, on behalf of the other party nor to bind the other party in any manner whatsoever. No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

**16. SUSPENSION AND TERMINATION.** Leidos SD&A reserves the right to suspend performance immediately for Buyer's failure to make payment under this Agreement. Leidos SD&A may terminate this Agreement (a) for convenience upon providing thirty (30) days' prior written notice to Buyer; or (b) upon providing fifteen (15) days' prior written notice to Buyer in the event of (i) insolvency or bankruptcy of Buyer or the termination, dissolution or liquidation (as a matter of law or otherwise) of Buyer; (ii) the filing or commencement by or against Buyer of a petition or proceeding seeking its reorganization, liquidation, dissolution, arrangement or winding-up or the composition or readjustment of its debts or other relief under the laws of insolvency or bankruptcy of any country or jurisdiction, or the commencement of any proceeding by any Person seeking the termination, dissolution or liquidation of Buyer; (iii) the merger of Buyer with or into another Person, or any other transaction effecting a substantial change in control or ownership of Buyer; (iv) and Buyer's breach of any other term or condition herein or Leidos SD&A determines, in its discretion, that any representation, warranty or certification made or deemed made by Buyer is or was false or misleading as of the time made or provided or will be false or misleading at any time. Upon termination of this Agreement, Buyer shall provide payment in full for (a) all Products and services completed to the date of termination; and (b) Leidos SD&A's cost of all work in process (including but not limited to materials on order and in inventory, and associated termination, direct and overhead costs) plus reasonable profit thereon; but no more than the purchase price, and no less than the amount deposited therefore.

**17. ENTIRE AGREEMENT & MODIFICATIONS.** The Quotation and these Terms comprise the complete and exclusive statement of the agreement ("Agreement") between Leidos SD&A and Buyer, supersede all other quotations, agreements, understandings, warranties and representations (whether written or oral) between the parties, and may be accepted only in accordance with their terms. Any conflict between the Quotation and these Terms shall be resolved in favor of the Quotation. Any provision of Buyer's purchase order, terms or other documentation which is inconsistent with or in addition to this Agreement is hereby rejected and shall be of no force and effect unless specifically agreed to by Leidos SD&A in the manner set forth herein, excepting only that Buyer's purchase documentation shall be valid for the sole purpose of confirming quantities ordered. This Agreement may be modified only by a subsequent written agreement which purports to do so, which refers specifically here to, and which is signed by duly authorized officers of both parties.



## ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT STATEMENT OF WORK

### Document No. 8100-11902-00

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

### **ANNUAL PREVENTATIVE MAINTENANCE FOR X-RAY SYSTEMS**

#### **VISUAL AND MECHANICAL:**

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

#### **OPERATIONAL SAFETY:**

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

#### **ELECTRONIC:**

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

#### **RADIATION SAFETY:**

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





## Payment / Remittance Information

### **Purchase Order Remit to Address:**

Leidos Security Detection & Automation, Inc.  
One Radcliff Road  
Tewksbury, MA 01876

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

### **PLEASE BE SURE TO NOTE INVOICE REMITTANCE INFORMATION ON ALL PAYMENTS**

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

### **Checks Payments should be mailed to:**

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

### **For delivery via regular US postal service:**

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

### **For ACH & Wire Transfers:**

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

### **For delivery via overnight courier service:**

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

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

## **Tuscola County**

### **Senior Citizen Home Delivered Meals Millage**

Shall Tuscola County impose a new Senior Citizen Home Delivered Meal millage levy of 0.3200 mills (\$0.32 per \$1,000 of taxable value) upon the taxable value of property in Tuscola County for a period of 5 years, 2025 through 2029, inclusive, for operation of Senior Citizen Home Delivered Meals within Tuscola County? If approved and levied in its entirety, this millage raises an estimated \$698,556 in the first year that it is levied. All revenue will be disbursed to Tuscola County and shall be exclusively used for Senior Citizen Home Delivered Meals within Tuscola County.

In November 2023 when we were looking at our Tuscola County budget we determined that we would have to reduce by 3192 meals or approximately 90 people.

On January 8, our waiting list for Tuscola County started with 108 people.

On February 12 we eliminated the waiting list with the additional funding and 86 people were removed from the waiting list and services resumed.

The difference between these two numbers can equate to several different factors:

1. Customer was reassessed and their level of need increased, causing them to get meals again.
2. Customer went into long term care placement
3. Death
4. Customer was connected with other resources to provide services

On 3/11/24 there were 263 Tuscola County seniors registered for Home Delivered Meals. (this number varies daily).

October 1, 2023-February 29, 2024, we have served a total of 357 different seniors in Tuscola County.

October 1, 2023 – February 29, 2024, we have provided 43,698 meals to seniors in Tuscola County.

On 3/11/24 alone there were 757 meals that went out for delivery.



Tuscola County

Clayette Zechmeister &lt;zclay@tuscolacounty.org&gt;

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**Monday, February 26 BOC Meeting**

1 message

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**Debbie Babich** <dbabich@tuscolacounty.org>  
To: Clayette Zechmeister <zclay@tuscolacounty.org>  
Cc: Tyler Ray <tray@tuscolacounty.org>

Tue, Feb 20, 2024 at 4:12 PM

Hello Clayette,

The Tuscola County Animal Control Director is in need of a vehicle in order to better service the community. Animal Control has a truck which is no longer in use due to mechanical issues. The Animal Control Director and Animal Control officers have Tuscola County wide area calls, as well as, called to assist local police with their field calls which causes a shortfall with transporting animals to a safe place for the community and the animal.

For this reason, the Animal Control Director is applying for a USDA grant in order to assist with the cost of a new vehicle. The USDA Grant application requires the federal grant discussed and presented to the County Board of Commissioners. Please add the USDA Grant Application for the Animal Control Director vehicle to be discussed during the next Board of Commissioner Meeting to be held Monday, February 26, 2024.

Please do not hesitate to contact myself or Tyler if additional information is needed.

Thank you,  
Deb

Deborah Babich  
Tuscola County Fiscal Personnel Analyst  
125 W Lincoln Street, Ste. 500  
Caro, MI 48723  
Work: 989-672-3268  
Fax: 989-672-4011  
E-Mail: [dbabich@tuscolacounty.org](mailto:dbabich@tuscolacounty.org)

**Visit us Online for County Services @ [www.tuscolacounty.org](http://www.tuscolacounty.org)**

**CONFIDENTIALITY NOTICE**

***The information contained in this communication, including attachments, is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited if you have received this communication in error. Please notify us by telephone immediately.***

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 **Animal Control Vehicle Request 2024.pdf**  
1926K

**Tuscola County Animal Control  
USDA Grant for FY2024 Truck and Equipment**

**OPTION 1**

<b>Mercandise</b>	<b>Vendor</b>	<b>Estimated Cost</b>
Truck	Moore Motor	\$ 52,455.98
Tru-catch cat trap	Amazon	\$ 114.99
Large folding dog trap	Ketch-all Co.	\$ 327.00
Large Animal net	Amazon	\$ 61.05
ketch-all Pole (X2)	Amazon	\$ 290.90
Infrared Temperature Gun	Amazon	\$ 38.99
Tactical Wingman Patrol Bag	Galls	\$ 110.00
		<u>\$ 53,398.91</u>
USDA 15%		\$ 8,009.84
County		\$ 45,389.07

**Tuscola County Animal Control  
USDA Grant for FY2024 Truck and Equipment**

**OPTION 2**

<b>Mercandise</b>	<b>Vendor</b>	<b>Estimated Cost</b>
Truck	Thumb Auto & R	\$ 23,995.00
Tru-catch cat trap	Amazon	\$ 114.99
Large folding dog trap	Ketch-all Co.	\$ 327.00
Large Animal net	Amazon	\$ 61.05
ketch-all Pole (X2)	Amazon	\$ 290.90
Infrared Temperature Gun	Amazon	\$ 38.99
Tactical Wingman Patrol Bag	Galls	\$ 110.00
		<u>\$ 24,937.93</u>
USDA 15%		\$ 3,740.69
County		\$ 21,197.24

# TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street  
Suite 500  
Caro, MI 48723

Telephone: 989-672-3700  
Fax: 989-672-4011

At a special meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the \_\_\_ day of \_\_\_\_\_ 2024, with the meeting called to order at \_\_\_\_\_ a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_.

## RESOLUTION 2024-03

### **A RESOLUTION FROM TUSCOLA COUNTY EXPRESSING SUPPORT FOR THE CITIZENS FOR LOCAL CHOICE BALLOT INITIATIVE WHICH SEEKS TO AMEND THE CLEAN AND RENEWABLE ENERGY AND ENERGY WASTE REDUCTION ACT TO REPEAL PART 8 AS ADDED BY PUBLIC ACT 233 OF 2023, IN AN EFFORT TO RESTORE LOCAL CONTROL FOR WIND AND SOLAR OPERATIONS**

**WHEREAS**, the ability of local jurisdictions to determine for themselves which projects should and should not be in their local communities; what plans are best and reasonable for each neighborhood rather than these decisions be forced onto Townships without their best interest at hand; and

**WHEREAS**, the legislature of the State of Michigan has passed, and the Governor has signed House Bill 5120, now Public Act 233 of 2023, that strips away local community control on these issues and places the control within the Michigan Public Service Commission (MPSC), and

**WHEREAS**, Tuscola County will protect our communities land from the MPSC and special interests trying to strip away local control within legal limits; and

**WHEREAS**, the County Board of Commissioners of Tuscola County feel strongly that our local government is best able to assess the needs of our community; now

**THEREFORE, BE IT RESOLVED**, that Tuscola County Board of Commissioner vehemently opposed to the State of Michigan Legislature's passage of legislation that takes away local control and places it within the authority of the MPSC; and

**BE IT FURTHER RESOLVED;** that Tuscola County is opposed to corporation-prioritized action such as building utility-scale wind and solar projects in our community; and

**BE IT FURTHER RESOLVED;** that Tuscola County supports the statewide ballot initiative, Citizens for Local Choice, a grassroots coalition of local officials and community organizers across Michigan working to amend the Clean and Renewable Energy and Energy Waste Reduction Act to, among other things, repeal Part 8 as added by Public Act 233 of 2023 which will restore local control of land use to ensure reasonable regulation in our widely diverse communities.

Roll Call Vote:

Ayes:

Nays:

Resolution 2024-03 declared adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

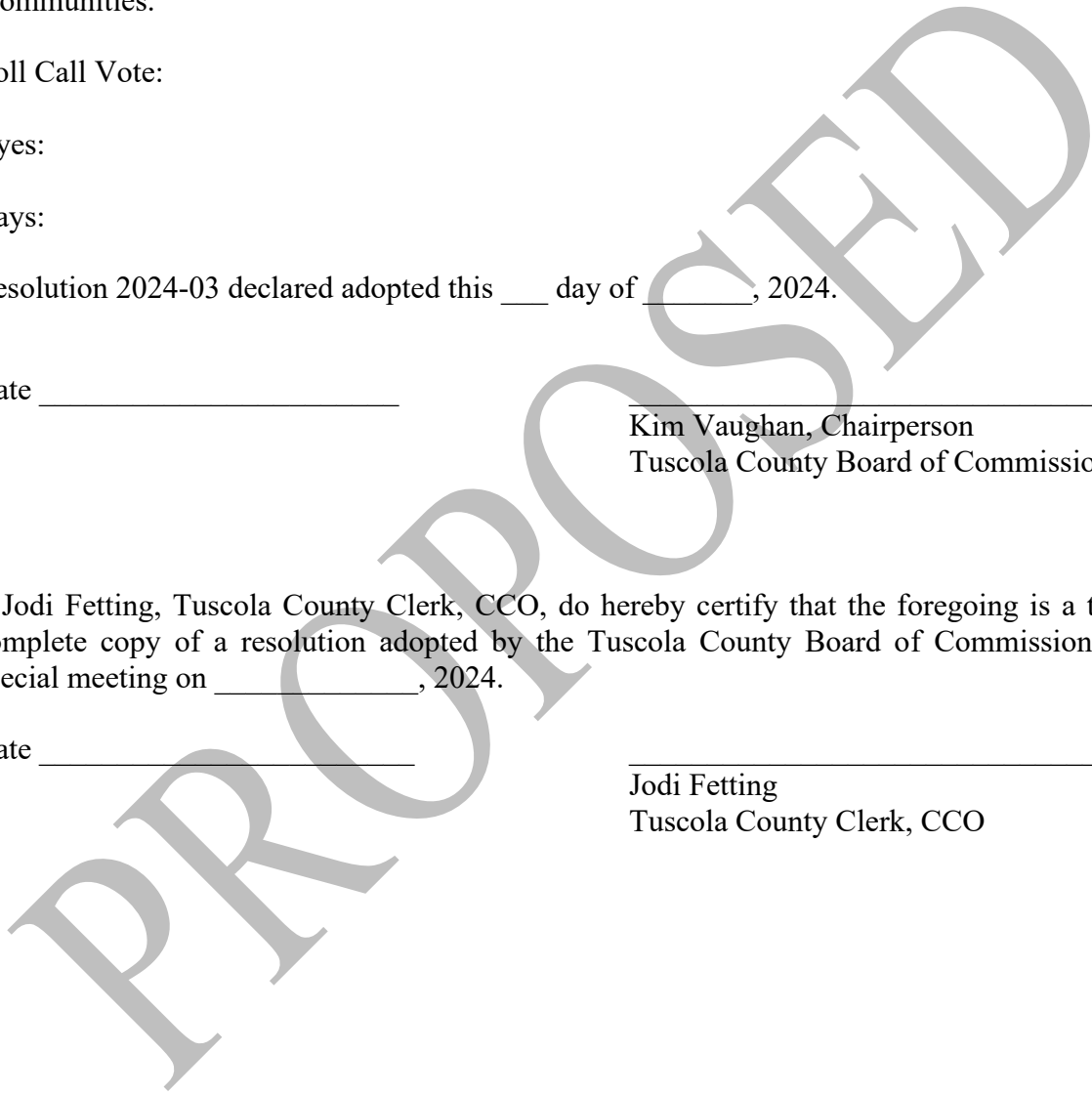
Date \_\_\_\_\_

\_\_\_\_\_  
Kim Vaughan, Chairperson  
Tuscola County Board of Commissioners

I, Jodi Fetting, Tuscola County Clerk, CCO, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at a special meeting on \_\_\_\_\_, 2024.

Date \_\_\_\_\_

\_\_\_\_\_  
Jodi Fetting  
Tuscola County Clerk, CCO





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## Legislative Update 2-16-24

WRITTEN BY [DEREK MELOT](#) ON FEBRUARY 16, 2024. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MARKETING](#), [NACo](#)

### MAC Team attends NACo Annual Legislative Conference

The National Association of Counties (NACo) hosted its annual legislative conference earlier this week. Michigan was well represented at the conference with more than sixty commissioners in attendance, as well as several MAC staff members.



Several attendees had the opportunity to meet with their respective congressional representatives. MAC armed them with a list of federal priorities including restoring full mandatory funding for the Payments in Lieu of Taxes (PILT) program, support for federal legislation to amend the Medicaid Inmate Exclusion Policy to reinstate Medicaid benefits to county jail inmates prior to their release, and extending funding for the Affordable Connectivity Program so low-income households can continue accessing broadband at a reduced rate.



President Joe Biden made an appearance at the conference speaking to a general session on Monday. Biden spoke of America's comeback from the pandemic era, both economically and emotionally. As a former county commissioner himself, Biden introduced the American Rescue Plan Act and Bipartisan Infrastructure Law to help counties navigate those unprecedented times. Biden highlighted new job opportunities with the return of semiconductor companies to America and a multibillion-dollar investment in broadband deployment.



With deadlines for U.S. Senators and Representatives to submit their earmark requests to appropriations committees, please be sure to inform your federal legislators of any earmark proposals as soon as possible.

The NACo legislative conference is always a great opportunity to swap ideas and learn from other states how they have tackled issues that Michigan is facing. It is a platform for learning more about federal programs and connecting with Michigan's federal legislators. Please consider participating in 2025!

## **FY25 budget year is off to good start for counties, Podcast 83 team says**

Counties would see significant investments in key needs under Gov. Gretchen Whitmer's fiscal 2025 state budget, MAC's Podcast 83 team noted [in a new episode](#).



However, new dollars for revenue sharing, juvenile justice and health care for some jail inmates still have to get through the legislative budget process, never a sure thing said team members.

Whitmer calls for \$281.2 million for county revenue sharing, with increases set in a mix of unrestricted and restricted formats. If approved, this amount would represent a \$26 million boost from the FY24 baseline amount.

Governmental Affairs Director Deena Bosworth cautioned that this amount is the starting point of budget talks. "We have to watch it through the entire process very, very closely," she said.

The governor's plan also did not reference the creation of a dedicated and secured Revenue Sharing Trust Fund, a MAC priority for 2024, but Bosworth said the progress made last year in the Legislature on that issue is a good sign for eventual passage.

"We're starting to see some decent sized growth right now," Bosworth said. "But we went back and looked at where county revenue sharing was in 2001. It was \$228 million. This year, the recommendation, including the one-time funds as \$281 million. If we just kept up with inflation (from 2001), we would be over \$400 million for counties across the state."

On the juvenile front, Samantha Gibson said, “We’ve discussed at length, especially on this podcast, the juvenile justice bed shortage crisis. In (this budget), we do see some significant funding suggestions to go towards resolving that bed shortage. There’s \$38 million to kind of reconfigure how the (state) contracts with child caring institutions.”

Whitmer’s plans in the criminal justice sphere include a \$30.5 million allotment to cover health services for jail inmates slated for release who would otherwise be eligible for federal Medicaid coverage. This amount would be in service of a state effort to get a so-called Section 1115 Re-entry Waiver from the federal government to relieve counties of health care costs they now bear due to the Medicaid Inmate Exclusion Policy.

Reform of that policy is a MAC priority for 2024, Gibson noted.

MAC was also pleased to see a \$15 million allotment for stormwater improvements, said Madeline Fata.

Whitmer also seeks a 1,289 percent increase in the tipping fees to place waste in landfills, moving it from 36 cents to \$5 per ton. “Gov. (Rick) Snyder recommended something similar back in 2018,” Fata said, “and he wasn’t able to get it across the finish line. With that increase, it would bring us up to par with other Midwestern states, as Michigan is currently the lowest with tipping fees.

“It would then deter out-of-state dumping, which is a problem that Michigan faces,” Fata added. “MAC does support mechanisms to deter out-of-state waste. Ultimately (the proposed increase) would generate about \$80 million annually.”

For more coverage of the FY25 budget plan, see [MAC’s Legislative Update from Feb. 9](#).

View the full video of the episode, recorded on Feb. 8, by [clicking here](#).

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

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

## 2023 PPT Reimbursement Correction Process

The Michigan Department of Treasury (Treasury) reminds municipalities that, although not required, they can correct errors in the 2023 Personal Property Tax (PPT) reimbursements distributed in October 2023 and February 2024.

The Local Community Stabilization Authority (LCSA) Act provides municipalities an opportunity to review the PPT reimbursement calculations and data used in the calculations to ensure accurate PPT reimbursement distributions. To determine if an error has occurred in the PPT reimbursement calculations or data used, the municipality must review the applicable reports on [Treasury’s 2023 Personal Property Tax \(PPT\) Reimbursements website](#).



**Links to the 2023 PPT reimbursement calculations and most common data used:**

1. [School District & ISD – 2023 PPT Calculation by Millage – October 2023 and February 2024](#)
2. [Other Municipalities – 2023 PPT Calculation by Millage – October 2023 and February 2024](#)
3. [2013 and 2023 Personal Property Taxable Values Reported in Calendar Year 2023](#)
4. [2013 and 2023 Personal Property Taxable Values of Renaissance Zones](#)

**When NO Errors Are Identified:**

If a municipality does not identify an error, the municipality does not need to file a form or take any further action to notify Treasury.

**When Errors ARE Identified:**

If a municipality does identify an error, the municipality will need to complete the appropriate correction form to notify Treasury of the error(s). In addition to the correction form(s), municipalities must provide substantiating documentation to support a correction. The correction forms (along with the associated deadlines) are available on [Treasury's Forms for Calculation of PPT Reimbursements website](#).

1. [Form 5651](#) – *Correction of 2023 Personal Property Taxable Values Used for the 2023 Personal Property Tax Reimbursement Calculations*

1. Municipality submission deadline to County Equalization Director: **February 28, 2024**
2. County Equalization Director submission deadline to Treasury: **March 31, 2024**
3. **Note:** Per the LCSA Act, only the 2023 personal property taxable values may be corrected. The 2023 personal property taxable values must be the taxable value on May 10, 2023.

2. [Form 5654](#) – *Correction of School Millage Rates or Other Errors for the 2023 Personal Property Tax Reimbursement Calculations*

1. Municipality submission deadline to Treasury: **March 31, 2024**
2. **Note:** Only debt and hold harmless millage rates for school districts may be corrected at this time. The LCSA Act does not allow any other millage rate errors to be corrected after August 1, 2023.

1. [Form 5658](#) – *Modification of the 2013, 2014, and 2015 Personal Property Taxable Values Used for the 2023 Personal Property Tax Reimbursement Calculations*

1. Municipality submission deadline to Treasury: **March 31, 2024**
2. **Note:** Per the LCSA Act, the 2013, 2014, and 2015 personal property taxable values may only be modified because of a personal property reclassification or municipal boundary change.

**The corrections reported on Form 5651, Form 5654, and Form 5658 will be used in the calculation of the May 2024 distribution of the 2023 PPT reimbursements.**

Please direct any questions regarding the PPT reimbursement correction process to [TreasORTAPPT@michigan.gov](mailto:TreasORTAPPT@michigan.gov) or 517-335-7484.

**Webinar will review resources of new grants hub**

Amid the unprecedented number of funding opportunities for local governments, there's a critical need for communities to effectively track, plan and apply for grants. For many, navigating this process exceeds their capacity.



Enter [MI Funding Hub](#): Your one-stop shop for finding and receiving support on grants.

Through support from the Michigan Department of Labor and Economic Opportunity, MI Funding Hub will provide communities with resources to capitalize on state and federal funding opportunities. Launching this spring, the hub will include an online grant-tracking tool as well as technical assistance for communities to identify, plan, and apply for grants.

Join for an explanatory webinar on Feb. 29 at 10 a.m. to:

- Learn more about MI Funding Hub and meet the partners behind this initiative
- Explore how you can take advantage of these resources
- Weigh in on what grant resources would help your community the most

[Click here to register.](#)

## Staff picks

- [As Michigan winters vanish, researchers study snow for clues about what's next](#) (Bridge Michigan)
- [Report: As the U.S. population of older adults surges, the nation's housing and health care isn't sufficient](#) (American City and County)
- [Bipartisan support for early in-person voting, voter ID, Election Day national holiday](#) (Pew Research)
- [Possibility of wildlife-to-human crossover heightens concern about chronic wasting disease](#) (Kaiser Health News)





Alpena County Board of Commissioners  
720 W. Chisholm Street, Suite #7  
Alpena, MI 49707  
Telephone: 989-354-9500  
Fax: 989-354-9648  
Web Address: [www.alpenacounty.org](http://www.alpenacounty.org)  
[commissionersoffice@alpenacounty.org](mailto:commissionersoffice@alpenacounty.org)

## ALPENA COUNTY BOARD OF COMMISSIONERS

### RESOLUTION #23-20

#### OPPOSING ANY LEGISLATION PREEMPTING LOCAL CONTROL FOR SOLAR AND WIND DEVELOPMENTS

District #4  
Chairman of the Board  
Bill Peterson

District #6  
Vice-Chairman  
Burt Francisco

District #1  
Commissioner  
Bill LaHaie

**Whereas** Executive Directive 2020-10 aims to achieve 100 percent carbon neutrality in Michigan by 2050; and

District #2  
Commissioner  
Jesse Osmer

**Whereas** industry leaders have pledged to reduce carbon emissions to help achieve this goal; and

District #3  
Commissioner  
Robin Lalonde

**Whereas** efforts to expand renewable energy projects will continue to increase in this state; and

District #5  
Commissioner  
Brenda Fournier

**Whereas** the governor has proposed the Michigan Public Service Commission be the sole regulating authority for solar and wind projects to expedite these efforts; and

District #7  
Commissioner  
Travis Konarzewski

**Whereas** by granting the Michigan Public Service Commission this authority, local control will be preempted; and

District #8  
Commissioner  
John Kozlowski

**Whereas** should local control be preempted, a county, township, city or village would be unable to determine the location, size, setback distance, decibel level or any other criteria for a solar or wind facility; and

County Administrator  
Mary Catherine Hannah

**Whereas** should local control be preempted, a county, township, city, or village would be unable to determine requirements for construction, operation, use, or maintenance of a solar or wind facility; and

Board Assistant  
Lynn Bunting

**Whereas** if a county already has a solar or wind policy, practice, regulation, rule or ordinance on record it would be null and void; and

Board Assistant  
Kimberly MacArthur

**Whereas** all other types of energy facilities, while regulated by the Michigan Public Service Commission, must adhere to local zoning; and

HR Specialist  
Jennifer Mathis

**Whereas** this proposal grants far more regulating authority to the Michigan Public Service Commission than for any other energy source; and

**Whereas** the Michigan Association of Counties opposes any legislative action that may grant the Michigan Public Service Commission this power.

**THEREFORE, BE IT RESOLVED that ALPENA COUNTY** opposes the pre-emption of local control in solar and wind siting and zoning.

Motion was made by Commissioner Kozlowski and supported by Commissioner Osmer to approve Resolution #23-20 as presented. Roll call vote was taken: AYES: Commissioners Lalonde, Fournier, Francisco, Konarzewski, Kozlowski, LaHaie, Osmer and Peterson. NAYS: None. Motion carried.



Bill Peterson, Chairman  
Alpena County Board of Commissioners

STATE OF MICHIGAN)  
County of Alpena)

I, the undersigned, being duly qualified and County of Alpena) acting Clerk of Alpena County, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Alpena County Board of Commissioners at a regular meeting held on the 26th day of September 2023, and that notice of said meeting was given in accordance with the Open Meetings Act.



IN TESTIMONY THEREOF, I have hereunto set my hand and affixed the seal of said Court, at Alpena this 26<sup>th</sup> day of September 2023.



Keri Bertrand, Alpena County Clerk

**SANILAC COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION EXPRESSING SUPPORT FOR THE CITIZENS FOR LOCAL CHOICE BALLOT INITIATIVE WHICH SEEKS TO AMEND THE CLEAN AND RENEWABLE ENERGY AND ENERGY WASTE REDUCTION ACT TO REPEAL PART 8 AS ADDED BY PUBLIC ACT 233 OF 2023, IN AN EFFORT TO RESTORE LOCAL CONTROL FOR WIND AND SOLAR OPERATIONS**

**WHEREAS**, the ability of local jurisdictions to determine for themselves which projects should and should not be in their local communities; what plans are best and reasonable for each neighborhood rather than these decisions be forced onto Counties without their best interest at hand; and

**WHEREAS**, the legislature of the State of Michigan has passed, and the Governor has signed House Bill 5120, now Public Act 233 of 2023, that strips away local community control on these issues and places the control within the Michigan Public Service Commission (MPSC); and

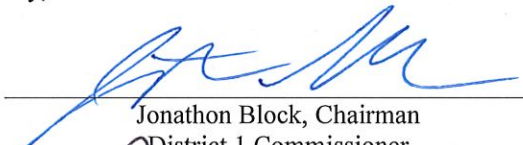
**WHEREAS**, the aforementioned legislative action removes the ability for local officials to perform their duties in protecting the health, safety, and welfare of residents as well as preservation of the character of their community; and

**WHEREAS**, the Sanilac County Board of Commissioners feel strongly that local government is best able to assess the needs of our community;

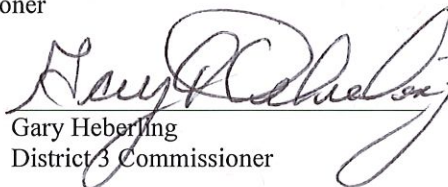
**NOW, THEREFORE BE IT RESOLVED**, that Sanilac County is opposed to the legislature of the State of Michigan's passage of legislation that takes away local control and places it within the authority of the MPSC;

**BE IT FURTHER RESOLVED**, that Sanilac County supports the statewide ballot initiative, Citizens for Local Choice, a grassroots coalition of local officials and community organizers across Michigan working to amend the Clean and Renewable Energy and Energy Waste Reduction Act to, among other things, repeal Part 8 as added by Public Act 233 of 2023 which will restore local control of land use to ensure reasonable regulation in our widely diverse communities.

**BE IT FURTHER RESOLVED**, that this resolution be spread upon the proceedings of the Sanilac County Board of Commissioners this 20<sup>th</sup> day of February, 2024.

  
\_\_\_\_\_  
Jonathon Block, Chairman  
District 1 Commissioner

  
\_\_\_\_\_  
Roger Ballard  
District 2 Commissioner

  
\_\_\_\_\_  
Gary Heberling  
District 3 Commissioner

  
\_\_\_\_\_  
Bill Sarkella  
District 4 Commissioner

  
\_\_\_\_\_  
Christine Lee  
District 5 Commissioner

  
\_\_\_\_\_  
Evans Ehardt  
District 6 Commissioner

  
\_\_\_\_\_  
John Moody  
District 7 Commissioner



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