

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA**

**THURSDAY, OCTOBER 13, 2016 – 8:00 A.M.**

**H. H. PURDY BUILDING BOARD ROOM  
125 W. Lincoln Street  
Caro, MI**

125 W. Lincoln Street  
Caro, MI 48723

Phone: 989-672-3700  
Fax: 989-672-4011

- 8:00 A.M. Call to Order – Chairperson Bardwell  
Prayer – Commissioner Trisch  
Pledge of Allegiance – Commissioner Bierlein  
Roll Call – Clerk Fetting  
Adoption of Agenda  
Action on Previous Meeting Minutes (See Correspondence #1)  
Brief Public Comment Period  
Consent Agenda Resolution (See Correspondence #2)  
New Business  
    -Local Bridge Millage Transfer Request  
    -EDC Update of Activities  
    -Contract for Expanded Medical Services in Jail (See  
        Correspondence #3)  
    -New Health Officer Employment Contract  
    -Information Technology Support Services Agreement for Village of  
        Millington (See Correspondence #4)  
    -Cass River Tire Program Extension  
    -CLOSED SESSION – LABOR NEGOTIATIONS (See  
        Correspondence #5)  
Old Business  
Correspondence/Resolutions

**COMMISSIONER LIAISON COMMITTEE REPORTS**

BARDWELL

Economic Development Corp/Brownfield Redevelopment  
Caro DDA/TIFA  
MAC Economic Development/Taxation  
MAC 7<sup>th</sup> District  
Local Unit of Government Activity Report  
TRIAD  
Human Services Collaborative Council  
Behavioral Health Systems Board

BIERLEIN

Genesee Shiawassee Thumb Works  
Human Development Commission (HDC)  
Tuscola 2020  
Recycling Advisory Committee  
Local Emergency Planning Committee (LEPC)  
Great Start Collaborative Council  
Local Unit of Government Activity Report  
Tuscola In-Sync  
MAC Board of Directors

TRISCH

Board of Health  
Planning Commission  
Economic Development Corp/Brownfield Redevelopment  
Local Unit of Government Activity Report  
Animal Control  
Solid Waste Management

KIRKPATRICK

Board of Health  
Community Corrections Advisory Board  
Dept. of Human Services/Medical Care Facility Liaison  
Land Acquisition  
MI Renewable Energy Coalition  
MEMS All Hazards  
MAC-Environment Energy Land Use  
Cass River Greenways Pathway  
Local Unit of Government Activity Report  
Tuscola In Sync  
NACO- Energy, Environment & Land Use  
Genesee Shiawassee Thumb Works  
Jail Planning Committee

YOUNG

Dispatch Authority Board  
County Road Commission  
Board of Public Works  
Senior Services Advisory Council  
Mid-Michigan Mosquito Control Advisory Committee  
Saginaw Bay Coastal Initiative  
Parks & Recreation  
Local Unit of Government Activity Report  
MAC Economic Development & Taxation Committee  
Human Services Collaborative Council  
Region VI Economic Development Planning  
MAC Judiciary Committee

Closed Session (If Necessary)

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 days in advance of the meeting.

## CORRESPONDENCE

- #1 September 29, 2016 Full Board & Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 Contract for Expanded Jail Medical Services
- #4 Information Technology Support Services Agreement
- #5 Closed Session Public Notice
- #6 October 10, 2016 Committee of the Whole Minutes
- #7 September 22, 2016 Road Commission Minutes

*Draft*  
TUSCOLA COUNTY BOARD OF COMMISSIONERS  
September 29, 2016 Minutes  
H. H. Purdy Building

Commissioner Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 29th day of September 2016, to order at 8:00 o'clock a.m. local time.

Prayer – Commissioner Young

Pledge of Allegiance – Commissioner Bierlein

Roll Call – Clerk Fetting

Commissioners Present: District 1 - Thomas Young, District 2 – Thomas Bardwell, District 3 - Christine Trisch, District 5 – Matthew Bierlein

Commissioner Absent: District 4 – Craig Kirkpatrick

Also Present: Mike Hoagland, Jodi Fetting, Tisha Jones, Mike Miller, Register John Bishop, Eean Lee, Undersheriff Glen Skrent, Steve Anderson, Caryn Painter, Sandy Nielsen, Senator Mike Green, Jim McLoskey, Mark Reene, Lieutenant Ted Hull, Bob Baxter, Taylor Baxter, Jack and Linda Watson, Tricia Watson, Sandy Erskine, Andrew Dietderich

*Adoption of Agenda -*  
16-M-164

Motion by Bierlein, seconded by Young to adopt the agenda. Motion Carried.

*Action on Previous Meeting Minutes -*  
16-M-165

Motion by Trisch, seconded by Bierlein to adopt the meeting minutes from the September 15, 2016 meeting. Motion Carried

*Brief Public Comment Period -*

-Jim McLoskey congratulated Senator Green for the recent birth of his 21st grandchild.

*Consent Agenda Resolution -*  
16-M-166

Motion by Bierlein, seconded by Young that the following Consent Agenda Resolution from the September 26, 2016 Committee of the Whole Meeting be adopted. Motion Carried.

**CONSENT AGENDA**

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/26/16
- Description of Matter:** Move that the offer by the Medical Care Facility to purchase real estate property from the county be amended to extend the closing date to October 6, 2016 be approved and all appropriate signatures are authorized.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that the agreement with Maximus be approved to develop a Court-wide departmental overhead allocation plan which identifies the various costs incurred by the Court/County to support and administer the Child Care Fund program. Also, said agreement is authorized for signature.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that the agreement with Solutions of Southwest Michigan, LLC to maintain the ST Imaging View Scan III equipment in the Register of Deeds Office be approved and all appropriate signatures are authorized.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that the County-Wide Cost Allocation Plan Certificate of Indirect Costs be approved and authorized for signature.
- Agenda Reference:** E
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that the contract with Anderson, Tuckey, and Bernhardt & Doran be extended for a one-year period to perform the 2016 county audit for an amount of \$39,000. Also, said contact be authorized for signature

- Agenda Reference:** F
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that the Friend of the Court Cooperative Reimbursement Contract for the 2017 to 2021 period be amended with the new 4.6 liability section contained in the September 15, 2016 communication from the Friend of the Court be approved and all appropriate signatures are authorized
- Agenda Reference:** G
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that the previous agreement for the PRI circuit with TelNet be discontinued
- Agenda Reference:** H
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that previous contract with TelNet for PRI circuit installation at 440 N State St be discontinued (The previous agreement was never submitted to TelNet by the County IT Director and Tuscola County is not obligated to any financial commitments.)
- Agenda Reference:** I
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that agreement be entered into with TelNet for Office Edge SIP Trunking service at the rate of \$260/month. This service will be used for primary telephone service, provide a cost savings to general fund and will further leverage County fiber infrastructure. Also, all appropriate signatures are authorized.
- Agenda Reference:** J
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that an agreement be entered into between Air Advantage and Tuscola County to install fiber infrastructure to 449 Green St, Caro MI 48723 for a one time cost of \$5,000 and monthly service of \$60/month. Also, budget amendments to implement this change are authorized. (This fiber infrastructure is to be used to extend the county network and phone system to ultimately reduce service costs at location.)

- Agenda Reference:** K
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that the resolution honoring Carey Baxter's years of outstanding service to Tuscola County Central Dispatch be approved.
- Agenda Reference:** L
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/27/16
- Description of Matter:** Move that per the request of the Court that authorization is given to use county owned property at Court and Bush Streets for a garden area to be maintained by juveniles in the court system of Tuscola County.

*New Business -*

- Resolution Honoring Carey Baxter's Service to Tuscola County - Senator Green presented the resolution honoring Carey Baxter to the family.
  
- Update from Senator Green - The following matters were discussed by the Board and Senator Green.
  - Personal Property Tax Reimbursement
  - Resolving Wind Energy Assessing and Taxation Dispute
  - State Renewable Energy Policy Status
  - Dark Store Bill Changes
  - 17-Year Olds to Juvenile System
  - Human Development Funding Model
  - Economic Development Corporation Funding and Ideas to Grow
  - Parks and Recreation Grant Application
  - Community Corrections Grant Funding
  - Downtown Development Authority and Tax Increment Finance Authority Modifications
  - Success of downtown areas in Bay and Lapeer counties
  - Marijuana Law Changes

Recessed at 9:50 a.m.

Reconvened at 10:07 a.m.

-Jail Project Architectural Engineering Services - Mike Hoagland provided an update.

## 16-M-167

Motion by Bierlein, seconded by Trisch that per the September 20, 2016 letter from Landmark Design Group that authorization is given to enter into an agreement with this firm to perform architectural and engineering services for the jail plumbing, window and electrical project including bid recommendations and construction oversight for a fee of 7% of the selected general contractor bid amount. Motion Carried.

-Dispatch Hiring -

## 16-M-168

Motion by Trisch, seconded by Young that per the recommendation of the Dispatch Director to concur with the hiring of Brandon Bertram as a dispatcher effective October 2, 2016. Motion Carried.

## 16-M-169

Motion by Trisch, seconded by Young that per the recommendation of the Dispatch Director to concur with the hiring of Cassandra LaPratt as a dispatcher contingent upon satisfactory physical and background check with a start date to be determined. Motion Carried.

-Sheriff Department Grant Application -

## 16-M-170

Motion by Bierlein, seconded by Trisch that per the request of the Emergency Services Director to concur with making a grant funding request to the Community Foundation to purchase handouts that will help promote public safety and preparedness. Motion Carried.

-Potential Informational Program for Newly Elected City/Village/Township Officials - Nancy Barrios volunteered to coordinate local training opportunities for newly elected local officials. The Board discussed possibly holding an informal meeting to discuss how to communicate better with the local officials and bridge the gap. Board would like to continue to discuss options.

*Old Business - None*

*Correspondence/Resolutions - None*

**COMMISSIONER LIAISON COMMITTEE REPORTS**BIERLEIN

Genesee Shiawassee Thumb Works  
Human Development Commission (HDC) - Update provided on funding being restored.  
Tuscola 2020  
Recycling Advisory Committee  
Local Emergency Planning Committee (LEPC)  
Great Start Collaborative Council  
Local Unit of Government Activity Report  
Tuscola In-Sync  
MAC Board of Directors  
Human Services Collaborative Council  
Region VI Economic Development Planning  
MAC Judiciary Committee

TRISCH

Board of Health  
Planning Commission  
Economic Development Corp/Brownfield Redevelopment  
Local Unit of Government Activity Report  
Animal Control  
Solid Waste Management  
\*Community Needs Assessment Forum was held this week at Caro Community Hospital. Commissioner Trisch updated the Board to the issues that were discussed at the forum. Overall, the forum was very beneficial.

KIRKPATRICK - Absent

Board of Health  
Community Corrections Advisory Board  
Dept. of Human Services/Medical Care Facility Liaison  
Land Acquisition  
MI Renewable Energy Coalition  
MEMS All Hazards  
MAC-Environment Energy Land Use  
Cass River Greenways Pathway  
Local Unit of Government Activity Report  
Tuscola In Sync  
NACO- Energy, Environment & Land Use  
Genesee Shiawassee Thumb Works  
Jail Planning Committee

YOUNG

Dispatch Authority Board

County Road Commission - Update provided regarding the awareness of Legacy Costs

Board of Public Works

Senior Services Advisory Council - Update provided as Sanilac County has passed a millage to provide financial assistance to the program.

Mid-Michigan Mosquito Control Advisory Committee

Saginaw Bay Coastal Initiative - Update provided on the phragmites spraying.

Parks & Recreation - Meets today.

Local Unit of Government Activity Report

MAC Economic Development & Taxation Committee

BARDWELL

Economic Development Corp/Brownfield Redevelopment - Discussed with Senator Green.

Caro DDA/TIFA

MAC Economic Development/Taxation

MAC 7<sup>th</sup> District

Local Unit of Government Activity Report

TRIAD

Human Services Collaborative Council

Behavioral Health Systems Board

*Closed Session - None*

*Other Business as Necessary - None*

*Extended Public Comment - None*

Meeting adjourned at 10:22 a.m

Jodi Fetting

Tuscola County Clerk

Statutory Finance Committee Minutes  
September 29, 2016  
H.H. Purdy Building  
125 W. Lincoln St, Caro MI

Meeting called to order at 10:22 a.m.

Commissioners Present: Young, Bardwell, Trisch, Bierlein

Commissioners Absent: Kirkpatrick

Also Present: Mike Hoagland, Jodi Fetting, Sandy Erskine, Register John Bishop, Tisha Jones, Andrew Dietderich

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 10:26 a.m.

Jodi Fetting  
Tuscola County Clerk

# 'DRAFT'

## COUNTY OF TUSCOLA

## STATE OF MICHIGAN

### RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 13<sup>th</sup> day of October, 2016 at 8:00 a.m. local time.

COMMISSIONERS PRESENT:

---

---

COMMISSIONERS ABSENT:

---

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Consent Agenda Resolution be adopted:

### CONSENT AGENDA

**Agenda Reference:** A

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move that the Emergency Services Director is authorized to purchase a new cellular telephone from Verizon to replace the current cellular telephone which is non-functioning. Also, all appropriate signatures are authorized for said agreement.

**Agenda Reference:** B

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move that authorization is given to purchase six Chromebooks to improve remote communications in the Board of Commissioners meeting room. Also, budget amendments in the amount of \$1,500 are authorized to purchase the Chromebooks.

**Agenda Reference:** C

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move that the 2017 first draft all funds county budget with changes as discussed at the October 10, 2016 Committee of the Whole meeting be authorized to be sent to respective departments for review and comment.

**Agenda Reference:** D

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move that the 2015 Medical Examiner Annual Report be received and placed on file.

**Agenda Reference:** E

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move that a letter of support be authorized to be sent for the Human Development Commission to apply for a Homebuyer Purchase Rehabilitation Program through the Michigan State Housing Development Authority (no county match required).

**Agenda Reference:** F

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move that per the recommendation of the Recycling Coordinator that the 2016/2017 Clean Sweep Grant Agreement (no match) be approved in the amount of \$25,000. Also, all appropriate signatures are authorized.

**Agenda Reference:** G

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move that per the request of the County Clerk, that a part-time temporary Court Clerk I employee be authorized to be hired at Step 1 of the pay scale to assist while a current full-time employee is out on leave. Upon return of the employee on leave, the part-time temporary position is authorized to work for a maximum of six additional weeks

**Agenda Reference:** H

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move to approve the hiring of Anthony Valentine to fill a vacant part-time recycling position at the beginning pay rate effective October 31, 2016 contingent upon satisfactory physical and background check.

**Agenda Reference:** I

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move that per the request of the Equalization Director to concur with the hiring of Melissa Jaster to fill a vacant Property Appraiser I position at the beginning rate of pay effective November 14, 2016 contingent upon satisfactory physical and background check.

**Agenda Reference:** J

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/10/16

**Description of Matter:** Move that per the request of the Equalization Director to authorize filling the second vacant Property Appraiser I position created when the current Appraiser II was appointed Equalization Director.

**IT IS FURTHER RESOLVED** that any motion, resolution, or other act of Tuscola County inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

---

Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners

---

Jodi Fetting  
Tuscola County Clerk



May 9, 2016

Lt. Brian Harris, Jail Administrator  
Tuscola County Jail  
420 Court Street  
Caro, MI 48723

RE: Price Quote for Nursing Staffing Enhancement

Dear Lt. Harris:

I hope this letter finds you well. Correctional Healthcare Companies (CHC) is pleased to be the provider of medical care services provided to detainees at the Tuscola County Jail, and we strive to continue to meet and exceed your expectations in the quality of service we provide.

As discussed, enclosed please find our price quote for the addition of nursing staff and services provided to detainees at the Tuscola County Jail. This price quote should be considered an addition to the current Medical Services Agreement and not a standalone project. The rates quoted would be added to the current monthly medical services rate being charged to Tuscola County.

If acceptable to the County, please sign and date the attached price quote and forward an electronic copy to Alexis Albers, Client Services Specialist at [aalbers@correctcaresolutions.com](mailto:aalbers@correctcaresolutions.com) to affirm moving forward with the proposed terms.

If you have any questions or concerns, please do not hesitate to contact Elaine Kaiser, Operations Manager for Tuscola County directly at 989-280-2030, or you may contact Jack Jadin, Client Services Director at 920-304-6397. We greatly appreciate the relationship we have established with Tuscola County over the years.

Warm regards,

Chris Bove  
President, Local Detention Division

Cc:

Elaine Kaiser, Operations Manager  
Jack Jadin, Director of Client Services  
Gina Rose, Senior Director of Client Services



## Price Quote for Inmate Medical Services at Tuscola County

CHC submits the following Cost Proposal to Tuscola County to include the following changes /additions:

- Increase nursing from 30 hours per week to 40 hours per week      \$14,844.00/year

**Total Added Fees: \$14,844.00/year, or \$1,237.00/month**

The rate listed above would be added to the current monthly medical services rate via a contract amendment.

Upon receipt of the signed price quote, our Legal department will draft a contract amendment reflecting these changes, and route to the appropriate individuals for signature. All terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through end of contract period.

**The terms of this price quote shall expire August 1, 2016 if not accepted prior to that date by Tuscola County.**

Respectfully Submitted:

Chris Bove  
President, Local Detention Division

---

The undersigned is authorized by Tuscola County to accept the above terms.

---

Authorized Tuscola Representative

---

Date Signed

---

Print Name

---

Title

**FIFTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE  
SERVICES AT TUSCOLA COUNTY, MICHIGAN  
(Effective January 1, 2016)**

This is the Fifth Amendment (this "Amendment") to the Agreement for Inmate Health Care Services at Tuscola County, Michigan, effective July 1, 2010, as amended (the "AGREEMENT"), by and between Correctional Healthcare Companies, Inc., (hereinafter "CHC") and Tuscola County, Michigan (hereinafter the "COUNTY").

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that effective January 1, 2016, Paragraphs 8.0 AGREEMENT shall be deleted and amended to state as follows:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CHC under this AGREEMENT is Ninety-One Thousand Seven Hundred Twenty-Two Dollars and Forty-Eight Cents (\$91,722.48) for a period of twelve (12) months. Each monthly payment shall be at Seven Thousand Six Hundred Forty Three Dollars and Fifty-Four Cents (\$7,643.54), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 1<sup>st</sup> day of January, 2016 for services administered in the month of January, 2016. Each monthly payment thereafter is to be paid by the COUNTY to CHC before or on the 1<sup>st</sup> day of the month of the month of service.

Except for the provisions amended by this Amendment, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged.

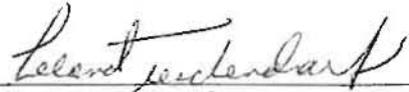
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

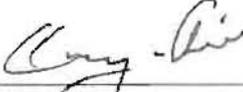
*[Signatures on Following Page]*

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Tuscola, Michigan

Correctional Healthcare Companies, Inc.

By:   
Leland Teschendorf  
Title: Tuscola County Sheriff

By:   
Cary McClure  
Title: Assistant Secretary

Date: 12/9/2015

Date: 1-11-16

By:   
Thomas Bardwell  
Title: County Commissioner

Date: 12-17-15



Tuscola County  
Information Systems

207 E Grant St  
Caro, MI 48723  
(989) 672-3773

# IT SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is made on

10/10/2016

**BETWEEN** Tuscola County Information Systems and the Village of Millington

1. **The Village of Millington** (the "Buyer"); and
2. **Tuscola County Information Systems**, with its head office located at 207 E Grant St. Caro MI 48723.

Collectively referred to as the "Parties".

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement

## 1. Key Terms

### 1.1 Services

The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

### 1.2 Delivery of the Services

- a. **Start date:** The Service Provider shall commence the provision of the Services on 10/10/16.
- b. **Completion date:** The Service Provider shall complete/cease to provide (*delete as appropriate*) the Services by/on 10/10/17. **This agreement will renew annually unless terminated by either party according to termination agreement**

### 1.3 Site

- a. The Service Provider shall provide the Services at the following site(s): **8569 State Rd, Millington, MI 48746**
- b. Whenever possible, technicians from Buyer will attempt to perform repairs remotely. If remote repairs aren't possible, a technician will be dispatched to travel to site to perform repairs. This is in an attempt to reduce travel expenses, increase efficiency and promote lower vehicle emission levels.

## 1.4 Price

- a. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is **\$45.00/hour** ("Price"), with a minimum of 1 hour billing per service call.
- b. The Buyer shall pay for the Service Provider's out-of-pocket expenses incurred on the Buyer's behalf.

## 1.5 Payment

- a. The Buyer agrees to pay the Price to the Service Provider on the following dates **30 days after issuance of an invoice**:
- b. **Net30 terms extended for all clients in good standing. If two unpaid invoices exist, no work will be performed until payment has been received on all invoices.**
- c. The method of payment of the Price by the Buyer to the Service Provider shall be by:
  - i. Check sent to the following address: **207 E Grant St, Caro MI 48723**

Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Buyer under this Agreement and such shall be payable by the Buyer to the Service Provider in addition to all other charges payable hereunder.

## 2. General terms

### 2.1 Warranty

- a. The Service Provider represents and warrants that:
  - i. it will perform the Services with reasonable care and skill; and
  - ii. the Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

### 2.2 Limitation of liability

- a. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- b. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- c. Nothing in this Clause 2.2 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

### 2.3 Term and Termination

Either party may terminate the Agreement with thirty (30) days written notice to the other. Buyer shall remain responsible to Service Provider for the payment of all services and materials provided by Service Provider prior to termination. Either party may terminate this Agreement upon written notification to the other in the event of a material breach of this Agreement.

### 2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

### 2.6 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the

recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

## 2.7 Exclusivity

For the length of this agreement, Tuscola County Information Systems shall be the only network/technical support entity authorized to perform service on the Buyer's servers, workstations, network and other similar technology. This is intended to eliminate complications that arise as a result of multiple support providers are involved in setup and repair scenarios. If a 3rd party is required to resolve a repair scenario, the 3rd party will work with Tuscola County Information Systems. Should an unauthorized party perform service to Buyer's servers, workstations, network and other similar technology, this agreement shall become void.

## 2.8 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Clause 2.8(g) and Clauses 2.3, 2.5, 2.6, and 2.7 of this Agreement shall survive any termination or expiration.
- h. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by )

for and on behalf of )

**Village of Millington** )

SIGNED by )

for and on behalf of )

**Tuscola County** )



Tuscola County  

---

Information Systems

207 E Grant St  
Caro, MI 48723  
(989) 672-3773

---

# IT SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is made on

10/10/2016

BETWEEN Tuscola County Information Systems and the Village of Millington

1. The Village of Millington (the "Buyer"); and
  2. Tuscola County Information Systems, with its head office located at: 207 E Grant St, Caro MI 48723.
- Collectively referred to as the "Parties".

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement

## 1. Key Terms

### 1.1 Services

The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

### 1.2 Delivery of the Services

- a. **Start date:** The Service Provider shall commence the provision of the Services on **10/10/16**.
- b. **Completion date:** The Service Provider shall complete/cease to provide *(delete as appropriate)* the Services by/on **10/10/17**. **This agreement will renew annually unless terminated by either party according to termination agreement**

### 1.3 Site

- a. The Service Provider shall provide the Services at the following site(s): **8569 State Rd, Millington, MI 48746**
- b. Whenever possible, technicians from Buyer will attempt to perform repairs remotely. If remote repairs aren't possible, a technician will be dispatched to travel to site to perform repairs. This is in an attempt to reduce travel expenses, increase efficiency and promote lower vehicle emission levels.

## 1.4 Price

- a. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is **\$3,000/annually** ("Price").
- b. The Buyer shall pay for the Service Provider's out-of-pocket expenses **incurred on the Buyer's behalf**.
- c. Annual pricing is based upon work performed on existing equipment and systems exclusively. If the buyer chooses to expand it's network or systems, the additional work will be billed at \$45/hour

## 1.5 Payment

- a. The Buyer agrees to pay the Price to the Service Provider on the following dates **30 days after issuance of an invoice**
- b. **Net30 terms extended for all clients in good standing. If two unpaid invoices exist, no work will be performed until payment has been received on all invoices.**
- c. The method of payment of the Price by the Buyer to the Service Provider shall be by:
  - i. Check sent to the following address: **207 E Grant St, Caro MI 48723**

Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Buyer under this Agreement and such shall be payable by the Buyer to the Service Provider in addition to all other charges payable hereunder.

## 2. General terms

### 2.1 Warranty

- a. The Service Provider represents and warrants that:
  - i. it will perform the Services with reasonable care and skill, and
  - ii. the Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

### 2.2 Limitation of liability

- a. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- b. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- c. Nothing in this Clause 2.2 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence

### 2.3 Term and Termination

Either party may terminate the Agreement with thirty (30) days written notice to the other. Buyer shall remain responsible to Service Provider for the payment of all services and materials provided by Service Provider prior to termination. Either party may terminate this Agreement upon written notification to the other in the event of a material breach of this Agreement.

### 2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

## 2.6 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

## 2.7 Exclusivity

For the length of this agreement, Tuscola County Information Systems shall be the only network/technical support entity authorized to perform service on the Buyer's servers, workstations, network and other similar technology. This is intended to eliminate complications that arise as a result of multiple support providers are involved in setup and repair scenarios. If a 3rd party is required to resolve a repair scenario, the 3rd party will work with Tuscola County Information Systems. Should an unauthorized party perform service to Buyer's servers, workstations, network and other similar technology, this agreement shall become void.

## 2.8 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Clause 2.8(g) and Clauses 2.3, 2.5, 2.6, and 2.7 of this Agreement shall survive any termination or expiration.
- h. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by )

for and on behalf of )

**Village of Millington** )

SIGNED by )

for and on behalf of )

**Tuscola County** )



*Tuscola County  
Office of County Clerk*

440 N. State Street  
Caro, Michigan 48723  
989-672-3780  
FAX 989-672-4266  
www.tuscolacounty.org

Jodi Fetting  
County Clerk

Cindy McKinney - Volz  
Chief Deputy Clerk

**PUBLIC NOTICE**

In accordance with Section 5 of Public Act 267 of 1976, the Tuscola County Administrator has requested that a closed session of the Board of Commissioners be scheduled.

**Residents of Tuscola County please take notice**

**The Tuscola County Board of Commissioners**

**will hold a closed session to consider**

**labor negotiations during the**

**Board of Commissioners meeting**

**on Thursday, October 13, 2016**

**to begin on or about 9:15 a.m.**

**The meeting will be held at the**

**Tuscola County Purdy Building**

**125 W Lincoln Street, Caro MI**

A handwritten signature in cursive script that reads "Jodi Fetting".

**Jodi Fetting**

**Tuscola County Clerk**

**Posted: October 10, 2016**

*DRAFT*  
**Tuscola County Board of Commissioners**  
**Committee of the Whole**  
Monday, October 10, 2016 – 8:00 A.M.  
HH Purdy Building - 125 W. Lincoln, Caro, MI

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell,  
District 4 - Craig Kirkpatrick, District 5 - Matthew Bierlein

Absent: District 3 - Christine Trisch

Also Present: Mike Hoagland, Clerk Jodi Fetting, Mike Miller, Eean Lee, Tisha Jones,  
Steve Anderson, Register John Bishop, Andrew Dietderich, Caryn Painter, Walt  
Schlichting, Angie Daniels

**Finance**  
Committee Leaders-Commissioners Kirkpatrick and Bierlein

**Primary Finance**

1. **Sheriff Department Cost Reduction Proposal** - Mike Hoagland reviewed the proposed plan of combining the Undersheriff position and the Emergency Services Manager position. There is a proposed savings in having the positions combined. Steve Anderson provided a revised proposal. The Board would like to review the new proposal before making a decision.
2. **EMS Director Telephone Request** - Steve Anderson would like to change cellular carriers as the previous carrier did not provide satisfactory service. Matter to be placed on the Consent Agenda.
3. **Improvement of Wireless Meeting Capabilities** - Commissioner Kirkpatrick explained the request to have each Commissioner issued a Chromebook to use during meetings, to attend a meeting from an off-site location and for checking daily email. Eean Lee explained the plan to implement the project to make it successful. Board discussed how the audio could be compromised if more than one person spoke at once. Board also discussed video streaming the meetings if this technology would be implemented. Network security was discussed for when an employee would possibly work from home. Board would like to take the first step and purchase the Chromebooks as provided. Matter to be placed on the Consent Agenda.
4. **2017 County Budget Development – Information to be Distributed at Meeting** - Mike Hoagland distributed the 2017 Budget Requests, Highlights and Recommendations. Matter was reviewed and discussed at length by the Board, Mike Hoagland, Eean Lee and Caryn Painter.

Recessed at 10:18 a.m.  
Reconvened at 10:34 a.m.

Board continued the budget development discussion regarding the capital improvement requests. Preliminary draft budget has been reviewed by the Board. The Board would like the draft budget sent to Department Heads for their final review. Matter to be placed on the Consent Agenda.

5. **EDC Financial Information** - Mike Hoagland reviewed the Tuscola County Economic Development Corporation Financial Review. The request for a \$30,000 general fund appropriation increase was reviewed. Board discussed at length fundraising for the EDC and bringing awareness to the community. Board is comfortable including mileage and cell phone costs in the 2017 budget. Mike Hoagland will reach out to neighboring counties for their EDC budgets and funding sources.
6. **Circuit Court Administrator - 2017 Security Requests** - Covered during Budget Development discussion.
7. **Medical Examiner 2015 Annual Report** - Matter to be placed on the Consent Agenda.
8. **HDC Request for Letter of Support – Homebuyer Purchase Rehabilitation Program** - Matter to be placed on the Consent Agenda.
9. **Recycling Clean Sweep Grant** - Matter to be placed on the Consent Agenda.
10. **Child Care Fund - State Payment Update** - Covered during Budget Development discussion.

#### On-Going Finance

1. Jail Planning Committee – Cancelled
2. Road Commission Legacy Cost - Mike Hoagland would like to discuss further with Commissioner Young.
3. Dispute Concerning Wind Turbine Assessing/Taxation
4. 4-H and Courts
5. Financial Impact 17 Year Olds as Juvenile Change
6. CGI Video Production
7. Potential Health Department Bonding for Retirement System Costs
8. Audit Comment Regarding Bank Accounts
9. Personal Property Tax Reductions and Non-County Reimbursement

**Personnel**  
Committee Leader-Commissioner Trisch

**Primary Personnel**

1. **Clerk Temporary Staffing Request** - Clerk Fetting explained the need to have a temporary employee hired. The Clerk and the Board feel this will provide the relief needed in the office. Matter to be placed on the Consent Agenda.
2. **Request to fill Position in Equalization Department** - Angie Daniels requested to fill both Appraiser positions within her office in order to streamline training. Board discussed. Matter to be placed on the Consent Agenda.
3. **Refilling Part-Time Recycling Position** - Mike Miller explained the request to hire the approved position. Matter to be placed on the Consent Agenda.

**On-Going Personnel**

1. Labor Negotiations Update
  2. New Health Officer Employment Contract
- Building and Grounds**  
Committee Leader-Young

**Primary Building and Grounds - None**

**On-Going Building and Grounds**

1. Vanderbilt Park Grant Application - No Update
2. Jail Plumbing/Electrical/Window Update - Meeting to be re-scheduled.
3. Juvenile Program to Paint Window Wells of Courthouse - Mike Hoagland to contact Insurance Company for clarification.

**Other Business as Necessary - None**

**Public Comment Period - None**

Meeting adjourned at 12:14 p.m.

Jodi Fetting  
Tuscola County Clerk

September 22, 2016

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, September 22, 2016 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Mike Zwerk, Julie Matuszak, and Pat Sheridan; County Highway Engineer Michele Zawerucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.

Also present: County Commissioner Thomas Young.

Motion by Parsell seconded by Matuszak that the minutes of the September 8, 2016 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$93,369.32 and bills in the amount of \$899,141.60 covered by vouchers #16-46, #16-47, #16-48, and #HRA-39 were presented and audited.

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

Brief Public Comment Segment:  
None.

Motion by Sheridan seconded by Parsell to approve the request from the Columbia Township Board to change the signing at the intersection of Hoppe Road and Graf Road, by removing the Yield Signs on Hoppe Road and installing Stop Signs on Graf Road. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak to approve the proposed traffic detour route for the Millington Road Bridge Federal Aid Project, with traffic detouring to Reese Road, Birch Run Road, and Bray Road. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 8:15 A.M. the following proposals were opened for furnishing Chloride Sand for the 2016-17 winter season:

<u>Company</u>	<u>Delivered To All TCRC Garages</u>
Mark Martin & Sons, Inc.	\$ 17.95/ton
Jason Spencer Trucking, LLC	\$ 17.00/ton

Motion by Sheridan seconded by Zwerk that the proposals for furnishing Chloride Sand for the 2016-17 winter season be accepted and awarded to Jason Spencer Trucking, LLC. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Superintendent/Manager Jay Tuckey discussed with the Board the current status of filling the Diesel Mechanic position. The Board will further review filling the position at the next regular meeting of the Board.

At 8:30 A.M. the following bids were opened for Removal of a Concrete Cistern at the Road Commission's Swaffer Road Brine Well:

Bidder

Total

R & R Excavating & Trucking	\$ 5,500.00
Worth Construction, Inc.	6,270.00
L.J. Construction, Inc.	6,500.00
Marlette Excavating Company	10,000.00
Monchilov Excavating, Inc.	10,850.00

Motion by Sheridan seconded by Zwerk that the bids for Removal of a Concrete Cistern at the Road Commission's Swaffer Road Brine Well be accepted and awarded to R & R Excavating & Trucking. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Pat Sheridan seconded by Julie Matuszak to authorize Chairman John Laurie and Vice-Chairman Gary Parsell to sign the Michigan Department of Transportation Contract #16-5443 for the permanent signing work along East Dayton Road from Bevens Road to Highway M-24, and all together with necessary related work. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak to authorize the Superintendent/Manager to take additional quotes for replacing the Road Commission's oil plumbing system in the Caro Shop, and award the quote in the best interest of the Tuscola County Road Commission. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 8:45 A.M. the following bids were opened for One (1) 2016 ¾ Ton Pickup Truck:

<u>Bidder</u>	<u>Total</u>
Moore Motors	Alternate Bid
Bell-Wasik	Alternate Bid
Pat Curtis	Alternate Bid

\*Alternate Bids = 2017 ¾ Ton Pickup Truck

Motion by Sheridan seconded by Matuszak that the bids for One (1) 2016 ¾ Ton Pickup Truck be accepted, reviewed by Management, and further discussed at the next regular meeting of the Board. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Road Commissioner Gary Parsell reported to the Board a summary of the recent County Road Association of Michigan's NMARC/ASMCRA Annual Joint Conference.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:30 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

---

Chairman

---

Secretary-Clerk of the Board