

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, February 8, 2021 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

RESIDENTS OF TUSCOLA COUNTY PLEASE TAKE NOTICE

Electronic remote access will be implemented for this meeting, in accordance with the Department of Health and Human Services Emergency Order Under MCL 333-2253 Gathering Prohibition and Mask Order and Public Act No. 254 of 2020.

To participate in the Electronic Meeting you can:

Join by phone: (US)+1 515-518-4065 PIN: 858 175 750#

Join by Hangouts Meeting ID meet.google.com/rwh-cttw-xyz

8:00 A.M. Call to Order – Chairperson Bardwell
Roll Call – Clerk Fetting

County Updates

8:30- Legislative Updates --State Representative District 84, Phil Green

New Business

1. Media Board Representation: CCO Role and Responsibility
2. State Land Bank: Communication: Review and Protocol Forward
3. MDI Log: Use with ME Update and Recognition Received (**See A**)
4. Video and Recording of County Meeting
5. Request to Add Position – Treasurer’s Office (**See B**)

Old Business

1. State Land Bank Land Acquisition Overview: From inception to current Board Review- Steve Erickson
2. State Land Bank Chronological Order Timeline (**See C**)
3. Purchase Agreement: State Land Bank Authority Update: (**See D**)
 - a. Board Resolution 2020-7 (**See E**)
4. Organizational Rules Update and review (11.1 Specifically (**See F**)
5. Conflict of Interest Policies – Review/Suggestions for Potential Adoption (**See G**)
6. Commissioner Liaison Committee Contact - Information Still Needed (**See H**)

Finance/Technology
Committee Leader **Commissioner Young** and Commissioner DuRussel

Primary Finance/Technology

1. Request for Budget Amendment for Extra Home Delivered Meals - Brian Neuville, HDC
(See I)
2. Recycling Budget Amendment Request - Mike Miller, Director Building and Grounds (See J)
3. G2G Cloud Solutions I.T. Service Agreement Amendment - Eean Lee, Chief Information Officer (See K)
4. Budget Amendment Request/Purchase Use of Fund Balance - Robert Baxter, Undersheriff (See L)
5. Request for Budget Amendment – Planning Commissioner Budget (See M)
6. LEPC Application for Hazardous Materials Emergency Preparedness Grant - Steve Anderson, Emergency Services Coordinator (See N)
7. RFP for Building Codes Update & Discussion

On Going and Other Finance and Technology

Finance

1. Fund Balance History Reports
2. Preparation of Multi-Year Financial Planning

Technology

1. GIS Update
2. Increasing On-Line Services/Updating Web Page
 - a. County Resolutions Website Addition

Building and Grounds

Committee Leader Commissioner DuRussel and **Commissioner Grimshaw**

Primary Building and Grounds

1. State Police Lease Proposal – Mike Miller, Director Building and Grounds (*See O*)
2. RFP for Storage Space Update & Discussion

On Going and Other Building and Grounds

1. State Police Building-Water and Annexation

Personnel

Committee Leader **Commissioner Grimshaw** and Commissioner Vaughan

Primary Personnel

1. County Building Public Access Status Update
 - a. Concerns or issues moving forward with latest directives

On-Going and Other Personnel

1. MAC 7th Meeting Updates
2. Work Comp Updates
3. Safety Committee's

Other Business as Necessary

1. Formation of Legislative Committee with Commissioners and Possibly Huron County
2. Wayne Koper: Resolution for Consideration (*See P*)

On-Going Other Business as Necessary

1. Animal Control Ordinance

Public Comment Period

A



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] Tuscola County THANK YOU from Gift of Life Michigan!

2 messages

Stephanie Sommer <ssommer@golm.org>

Thu, Jan 28, 2021 at 6:26 PM

To: "zclay@tuscolacounty.org" <zclay@tuscolacounty.org>, "tyoung@tuscolacounty.org" <tyoung@tuscolacounty.org>, "tardwell@tuscolacounty.org" <tardwell@tuscolacounty.org>, "kvaughan@tuscolacounty.org" <kvaughan@tuscolacounty.org>, "ddurussel@tuscolacounty.org" <ddurussel@tuscolacounty.org>

Cc: "Bush, Russell" <bushru@msu.edu>

Dear Administrator Zechmeister & Tuscola County Commissioners,

Attached you will find a heartfelt **THANK YOU** from Gift of Life Michigan. We are reaching out to all counties to provide updates and share our most recent map, which shows the number of non-hospital deaths referred by all 83 Michigan counties in 2019 and most of 2020.

Tuscola County continues to be exemplary in your support of organ and tissue donation. In 2020, Tuscola County had 6 donors, ranging in age from 34 to 81 and as a result,

- *final gifts were given...*
- *grieving families saw something good come from their tragedy...*
- *and sick recipients will receive transplants of desperately needed organs and tissues.*

For individuals on the donor registry, referrals mean Gift of Life can work with families to honor their loved one's donation decision. 55% of Tuscola County residents are on the Michigan Donor Registry and 5 of 6 of last year's donors were registered. For non-registered folks, we're able to approach the family so next of kin can make a decision about donation on their loved one's behalf.

When death occurs outside of the hospital setting, Gift of Life is unaware, and unable to connect with families if the ME Office doesn't contact us. Because Tuscola County uses MDILog and has provided iPads to investigators, the referral process is automatic and efficient. Making donation happen, however, still requires a significant amount of communication, coordination and collaboration. Thanks to the willingness of Tuscola County's dedicated team of Medical Examiner Investigators, Dr. Bush, and everyone at MIFSM, the process unfolds seamlessly.

We are so grateful and look forward to continuing to serve your community. Please reach out if you have questions or would like additional information. And on behalf of donor families, recipients, and everyone at Gift of Life Michigan, thank you again for making organ and tissue donation a priority in Tuscola County.

Sincerely,

Stephanie

 Stephanie Sommer
she / her / hers

Medical Examiner & Funeral Home Liaison

Gift of Life Michigan

We honor life through donation.

Direct Line: 734-922-1330

Direct Fax: 734-922-1331

Cell: 248-318-6096

General Line: 866-500-5801

Donor Referral: 800-482-4881

E-mail: ssommer@golm.org

3861 Research Park Drive

Ann Arbor, MI 48108



Are you a donor?

If not, go to <http://www.giftoflifemichigan.org> to join the Michigan Organ Donor Registry.

Join us on Facebook at <http://www.facebook.com/giftoflifemichigan>

Follow us on Twitter at <http://www.twitter.com/giftoflifemich>

2 attachments

TUSCOLA County Thank You 2020.pdf
382K

Map.pdf
1103K

Clayette Zechmeister <zclay@tuscolacounty.org>

Fri, Jan 29, 2021 at 8:31 AM

To: Stephanie Sommer <ssommer@golm.org>

Cc: "tyoung@tuscolacounty.org" <tyoung@tuscolacounty.org>, "tbardwell@tuscolacounty.org"

<tbardwell@tuscolacounty.org>, "kvaughan@tuscolacounty.org" <kvaughan@tuscolacounty.org>.

"ddurussel@tuscolacounty.org" <ddurussel@tuscolacounty.org>, "Bush, Russell" <bushru@msu.edu>, Dan Grimshaw
<dgrimshaw@tuscolacounty.org>

Thank you Stephanie,

What great news that we have 55% of Tuscola County residents are on the Michigan Donor Registry!

I know this is not an easy conversation to have with the families, also education is vital to continue to make the "Gift of Life" a success.

I will be sure to forward a copy to Commissioner Grimshaw and include this in the next full Board meeting under Correspondence so they may have the opportunity to discuss this during the meeting.

Sincerely,

[Quoted text hidden]

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Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
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Visit us Online for County Services @ www.tuscolacounty.org

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Tuscola County DONATES LIFE!

*This success is due to the collaborative efforts of the
Tuscola County Medical Examiner's Office*

4 Years of success!

Making it possible for 22 Tuscola County Residents to Give the Gift of Life!

County	2020		2019		2018		2017		TOTALS	
	Referrals	Donors	Referrals	Donors	Referrals	Donors	Referrals	Donors	Referrals	Donors
Tuscola	82	6	91	6	94	4	83	6	350	22

In 2020, 82 Referrals and 6 Donors!

Case ID	Age	Gifts Given...	Authorization
20010914	44 y/o Female	Corneas, skin, bone, tendons	Registered Donor
20019141	58 y/o Female	Corneas, skin, bone, tendons	Registered Donor
20025023	47 y/o Male	Corneas, skin, bone, tendons	Registered Donor
20032849	81 y/o Male	Skin	Family Authorized
20037972	34 y/o Male	Skin, bone, tendons, vessels	Registered Donor
20053514	50 y/o Male	Corneas, skin, bone, tendons	Registered Donor

Every donor has the potential to save and enhance the lives of over 75 recipients. The ongoing collaboration from the Tuscola County ME Office and their commitment to refer non-hospital is recognized and appreciated!

You are making a difference!



For more information and for education opportunities, contact Medical Examiner Liaison:
Stephanie Sommer ssommer@golm.org 248.318.6096

Ashley Bennett

TUSCOLA COUNTY TREASURER



125 W. LINCOLN STREET
CARO, MICHIGAN 48723

989-672-3890

Tuscola County
Board of Commissioners
125 W. Lincoln Street
Caro, MI 48723

February 01, 2021

Dear Commissioners,

Due to the impending changes that will be coming to my department as a result of Public Acts 255 and 256, my office is in need of some additional assistance. With these changes comes a myriad of new responsibilities that my department will need to take on, which would result in a drastic decrease in service to the County without implementing a new position. I am writing you today to ask for your support in adding an Abstract/Tax Clerk to my staff that will specialize in foreclosure proceedings.

Under MCL 211.78, Michigan County Treasurers are now required to pay back any surplus of funds that are acquired through the tax foreclosure and sale process to property owners who file their intent to collect said funds. This new process greatly complicates the foreclosure process in many ways that will affect the County as a whole and it is my hope that by adding this new position that we can mitigate some of the difficulties that are likely to arise.

One of the biggest changes that is going to be a result of the new legislation is that the surplus funds that we are required to return will take away from our ability to cover the deficit left by those properties that sell for less than minimum bid. In the past, we have counted on that surplus to help us break even when it comes to delinquent tax collection. Without those surplus funds, we stand a strong chance of being left holding a negative balance after the tax sale. To help prevent this, we need to be able to account for every expense that has been incurred in the tax foreclosure process. Previously, this was not an issue as the sale always brought in enough money to cover whatever expenses existed, but that is no longer the case. The proposed Tax Clerk/Foreclosure Specialist would be responsible for keeping detailed records of all amounts spent on each parcel so that it could be included in the cost of the sale and deducted from the sale proceeds. This will allow the County to keep more of the funds made at the sale and to offset our costs. It also guarantees that no General Fund dollars are being spent to fund the foreclosure process due to a lack of money in the foreclosure fund.

Another result of this new legislation is the increase in information requests that the Treasurer's Office is receiving. We are receiving multiple requests per month from attorneys and title companies looking for information related to the foreclosure and sale of property in our county. It appears that they are using this information to build their cases for their clients to get their money back. Under the Freedom of Information Act, we only have 5 days to respond to these requests. As they continue to roll in, it will be difficult for us to stay compliant with that timeline and complete all of the other duties for which we are responsible. I fear that this could lead to things being missed, or incorrect information being given, which would open Tuscola County to lawsuits.

The addition of an Abstract/Tax Clerk to my office to serve as the Foreclosure Specialist will allow us to devote more time to the foreclosure process. This will lead to increased accuracy in the accounting of expenses as related to foreclosure, faster response times to information requests, and greater organization of the process as a whole, all of which will lead to a savings of County funds and a safety net to ensure compliance with laws and regulations. Because this position can be funded entirely through the Delinquent Tax Revolving Fund under MCL 211.78, it avoids having any impact on the General Fund and allows the cost of the position to be absorbed in the foreclosure and tax sale process. The position will literally pay for itself on top of saving the County money.

I sincerely thank you for your consideration in this matter. Please feel free to reach out to me with any questions you may have.

Sincerely,



Ashley Bennett
Tuscola County Treasurer

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

From: Tischler, Jim (LEO) <TischlerJ2@michigan.gov>

Date: Thu, Jan 28, 2021 at 9:31 AM

Subject: [EXTERNAL] Chronology

To: Clayette Zechmeister <zclay@tuscolacounty.org>

CC: Steve Erickson - Tuscola EDC (directorerickson@tuscolaedc.org) <directorerickson@tuscolaedc.org>, Huntington, Jeff (LEO) <huntingtonj@michigan.gov>

Here's the task/timeline of events from our records & communications for your review and sharing:

- 1/8/2019 – Certificate of Survey of Brian Ferguson, Professional Surveyor for D&M Site, Inc., (on behalf of Tuscola County,)? establishes descriptions for the following parcels along the Cass River:
 - Parcel A-1 – wetlands between Chambers Rd. and Cass River; smaller of child parcels split from Parcel A;
 - Remainder of Parcel A – area between Chambers Rd. and Cass River which includes facilities; larger of 2 child parcels split from Parcel A;
 - Parcel B – area bounded by Chambers Rd., Washburn Rd., and Cass River;
 - Parcel C – area bounded by Washburn Rd. and Cass River, west of Parcel B;
- 4/9/2019 – Tuscola County submits letter of interest for acreage on Caro Center property
 - Requested properties: 'A', 'B', and 'C', as referenced in 7/1989 Map of Survey for Camp Tuscola & Annex prepared by SoM DMB Site Section Technical Services Division
 - As described, 'A' includes all of Camp Tuscola Annex (i.e., both the wetlands, 'Parcel A-1', and the facilities, 'Remainder of Parcel A')
- 7/14/2020 – SLBA receives limited application materials from Tuscola County:
 - Letter dated 6/12/2020, requesting review of application;
 - Undated, unexecuted Resolution:
 - States that the land is '...currently wooded, open and has a former correctional property...';
 - Identifies the property to be acquired as:
 - Parcel B,
 - Parcel C, and
 - Remainder of Parcel A;
 - Describes the properties according to the 1/8/2020 Certificate of Survey;
 - Descriptions include multiple typographical errors (indicative of unedited OCR processing of PDF text);
 - Certificate of Survey
- 7/20/2020 – JQ sent letter to Tuscola County requesting an executed Resolution, authorized signatory letter, and offer amount for each of the parcels;
- 7/21/2020 – JQ notifies CZ that the (unexecuted) Resolution included in Tuscola County's application requests Parcel B, Parcel C, and, by mistake, the Remainder of Parcel A instead of Parcel A-1; JQ indicates that the Remainder of Parcel A is to remain with the SLBA and is not part of the proposed project;
- 7/22/2020 – CZ notifies JQ that resolution was amended and presented to board; unsigned resolution attached;
- 10/13/2020 – JT notifies CZ that application remains unsigned and no executed resolution yet received;
- 10/14/2020 – CZ provides JT with Resolution No. 2020-7, executed 7/16/2020:
 - States that the land is 'wooded, and was a former correctional property...';
 - Identifies the property to be acquired as:
 - Parcel B,
 - Parcel C, and
 - Parcel A-1;
 - Describes the properties according to the 1/8/2020 Certificate of Survey (incorporated with Resolution);
 - Descriptions include multiple typographical errors (indicative of unedited OCR processing of PDF text);
- 11/9/2020 – JH executes Disposition Recommendation.
- 12/1/2020 – TCA Management, LLC transmits proposal to Tuscola County EDC
- 12/4/2020 – Tuscola EDC transmits TCA proposal to SLBA
- 12/14/2020 – SLBA internal review of TCA proposal
- 1/20/2021 – Tuscola EDC/SLBA/Indianfields/TCA joint meeting
- 1/26/2021 – SLBA response to TCA sent to Tuscola EDC for transmittal

JT

James Tischler, FAICP, PCP
State Land Bank Authority
PO Box 30766, Lansing, MI 48909

Mobile 517-242-4376 | TischlerJ2@michigan.gov

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Clayette A. Zechmeister

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D

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), effective as of _____, 2021 (the "Effective Date"), is entered into between the **State Land Bank Authority**, whose address is Post Office Box 30766, Lansing, Michigan 48909 (the "Seller") and **Tuscola County**, a Michigan municipal corporation, whose address is 125 West Lincoln Street, Suite 500, Caro, Michigan 48723, (the "Buyer").

RECITALS

WHEREAS, the above-identified parties have mutually accepted the following:

A. Buyer agrees to purchase from Seller the real property legally described on the attached Exhibit A (the "Property") located in the Township of Indianfields, County of Tuscola, State of Michigan.

B. The Seller and Buyer desire to establish the terms, covenants, and conditions upon which the Seller will sell and the Buyer will purchase the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, receipt of which is severally acknowledged, Seller and Buyer hereby agree as follows:

1. Purchase Price. Buyer will pay to Seller the minimum sum of One Dollars (\$1) for the Property (the "Purchase Price") payable on the day the Closing occurs. The Property is subject to all applicable building and use restrictions, liens, encumbrances, charges, title exceptions, and easements, if any, affecting the Property.

2. Conditions Precedent to the Buyer's Obligation to Close. The Buyer's obligation to Close on this transaction shall be subject to the following condition precedent:

2.1. Buyer Approvals. The Tuscola County Board of Commissioners shall have adopted resolution(s) authorizing the acquisition of the Property and the performance of the Buyer's obligations hereunder.

3. Inspection Period.

3.1. Buyer, at its sole cost and expense, shall have forty five (45) days from the Effective Date for physical inspections of the Property as Buyer deems desirable, including environmental site assessments or geotechnical investigations, and utilities (the "Inspection Period"). It will be the sole responsibility of the Buyer to make its own investigations, studies, tests, reports, and other due diligence inquiries as to the Property as deemed appropriate by Buyer.

3.2. Seller, following execution of the attached Exhibit B, authorizes Buyer to enter the Property, with prior notice to and consent of Seller, which shall not be unreasonably delayed or withheld, to conduct investigations and studies, and Buyer hereby releases Seller of any and all liability associated with entry and inspection, and warrants that it will comply with applicable regulations regarding environmental and other matters. Buyer shall provide Seller with such proof of insurance as Seller shall reasonably require, including pollution liability coverage provided by its environmental consultant. Buyer shall restore the Property and/or any damage to the Property occasioned by Buyer's inspection activities, and shall indemnify, defend and hold Seller harmless against any loss or liability arising from Buyer's inspection activities. Such indemnity shall survive termination of this Agreement or the Closing, as the case may be, for a period of one (1) year.

3.3. Buyer may, at Buyer's sole expense, within thirty (30) days of the Effective Date obtain a survey (the "Survey") and/or title commitment (the "Commitment") of the Property. If either is not satisfactory, Buyer will give Seller written notice within thirty (30) days of the Effective Date of the deficiencies in the Survey or title that must be corrected. Seller has ten (10) days after receipt of such written notice within which to cure the defects and have the Survey and/or Commitment reissued in a form that meets the requirements of the written notice given by Buyer. Seller has no obligation or duty to correct or cure any defects of the Survey or title. If the defects cannot be corrected by that date or Seller refuses to do so, Buyer may waive the defects in which event they shall be included as Permitted Exceptions on the Quit Claim Deed at Closing or Buyer may terminate this Agreement by written notice to Seller in which event the parties shall have no further obligations to each other hereunder, except any indemnification obligation arising under subsection 3.2. If no written objection is stated by Buyer within the thirty (30) day period for receipt of the Survey and/or Commitment (the "Title Review Period"), Buyer is deemed to accept the title described in the Commitment, and any exceptions thereon shall be included as Permitted Exceptions on the Quit Claim Deed at Closing.

3.4. After its inspection activities, if the Buyer is not reasonably satisfied with the results of its investigations and due diligence inquiries, the Buyer, at Buyer's sole discretion, may proceed to Closing or cancel this Agreement by written notice to Seller at any time prior to the expiration of the Inspection Period. In such case, the parties shall have no further obligations or liabilities hereunder other than those which expressly survive the termination of this Agreement.

3.5. If the Agreement is not terminated prior to the expiration of the Inspection Period, then Buyer shall be deemed to have accepted the condition of the Property and the Closing shall occur with fifteen (15) days.

4. Environmental. Buyer agrees that the Seller assumes no liability or responsibility for the presence of any toxic, hazardous, polluting or injurious substances on, in, or below the Property. Except as expressly stated herein, Seller makes no representations as to any toxic, hazardous, polluting or injurious substances on, in, or below the Property or any property adjacent to the Property.

4.1. Buyer agrees to take no administrative, judicial or other legal action against the Seller because of the existence or discovery of any toxic, hazardous, polluting or injurious substances. Actions include, but are not limited to, any action for contribution, cost recovery, third party action, injunctive relief to compel the Seller to investigate or take remedial action, declaratory relief, damages, or any action associated with any obligations the Buyer may have to comply with federal, state or local law in conjunction with the investigation, removal, or abatement of any toxic, hazardous, polluting or injurious substance, including but not limited to asbestos or asbestos-containing materials. Buyer agrees to release and hold harmless the Seller from any and all existing and future claims related to the existence or discovery of any toxic, hazardous, polluting or injurious materials in, on, below or emanating from the Property.

4.2. Buyer agrees to indemnify the Seller and to hold the Seller harmless if any hazardous, polluting, injurious, or toxic substances exist, are discovered in, on, below, or emanating from the Property or their condition is exacerbated by the Buyer.

4.3. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the sale of the Property. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer are provided as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer.

4.4. Without limiting the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report regarding the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

5. Closing and Possession. The Closing will occur at a location and time agreed upon by both the Seller and Buyer, not more than fifteen (15) calendar days after the expiration of the Inspection Period. Seller shall deliver possession of the Property to Buyer at the Closing.

5.1. The Quit Claim Deed will be prepared by Seller. All other closing documents will be prepared by the Buyer. The Quit Claim Deed to the Property shall be subject only to the Permitted Exceptions, if any, and specify that it is exempt from transfer tax pursuant to MCL 207.505(h) and MCL 207.526(h) and otherwise compliant with the following requirements of Act No. 334 of Public Acts of 2018 (the "Deed"). The Deed shall further:

(a) provide that the State of Michigan (the "State") shall be paid fifty percent (50%) of the gross revenues generated from the development, if any, of oil, gas, or mineral interest in or under the Property;

(b) reserve to the State all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines, and other relics, on, within, or under the Property, with power to the State, and all others acting under its authority, to enter the Property for any purpose related to exploring, excavating, and taking away aboriginal antiquities;

(c) provide that if the Property was used by the State as a historical monument, memorial, burial ground, park, or protected wildfire habitat area, it must be maintained and protected for that purpose in perpetuity in accordance with applicable law;

(d) provide that if the Property for any purpose inconsistent with any restrictions provided in Public Act No. 334 of Public Act 2018, the State may reenter and repossess the Property, terminating Buyer or any successor grantee's estate in the Property. If Buyer or any successor grantee disputes the State's exercise of its right of reentry and fails to promptly deliver possession of the Property to the State, the Attorney General, on behalf of the State, may bring an action to quiet title to, and regain possession of, the Property. If the State reenters and repossesses the Property, the State is not liable to reimburse any person for any improvements made on the Property or to compensate any person for any part of an unfulfilled contract or license issued to provide goods or services on or for the Property; and

(e) state that the Property is being conveyed with the right to make zero (0) land divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Act of 1967.

5.2. All closing costs, title insurance premiums, and special assessments, if any, will be paid by Buyer. Each of the parties shall be responsible for its own legal fees.

5.3. At Closing, after receipt of the applicable Purchase Price from Buyer, Seller will convey title to the Property by Quit Claim Deed, subject to any and all permitted exceptions, liens, charges, actions, encumbrances, covenants, conditions, restrictions, zoning ordinances, title exceptions, and subject to the provisions of Public Act 334 of 2018, if any. Buyer will accept the Property "AS IS, WHERE IS, WITH ALL FAULTS"

that is, in its then present condition. The Seller or title company shall record the Quit Claim Deed.

5.4. The execution and delivery of the Quit Claim Deed by the Seller will be deemed to be in full performance and discharge of all the terms and conditions of this Agreement to be observed or performed by Seller, except those that are stated expressly to survive the Closing.

6. **“AS IS” Transaction.** BUYER ACKNOWLEDGES THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT WITH RESPECT TO THE PROPERTY OR ANY RELATED MATTERS AND THAT THE PROPERTY IS BEING TRANSFERRED TO BUYER IN “AS IS CONDITION, WITH ALL FAULTS.” In particular, Seller makes no representations or warranties with respect to the use, physical condition, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations, or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health, or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations, or requirements.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYER WILL RELY SOLELY ON ITS OWN INVESTIGATION AND REVIEW OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY ENVIRONMENTAL REPORT(S) OR ASSESSMENT(S) OBTAINED BY BUYER IN MAKING ANY DECISIONS REGARDING THE SUITABILITY OF THE PROPERTY.

Upon Closing, Buyer will be deemed to have accepted the Property in “as is condition, with all faults,” including the location and extent of boundaries, the condition of all improvements, and the environmental condition of the Property.

7. **Zoning, Safety and Regulatory Compliance.** When title passes to the Buyer at Closing, the Property will immediately become subject to certain State of Michigan (the “State”) safety and regulatory laws and to certain local ordinances and regulations (including zoning and use requirements) to which the Property was not previously subject to because it was owned by the State. Buyer acknowledges that in certain substantial respects the Property may not comply with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. Buyer acknowledges that it will comply with all zoning and use requirements. The Buyer acknowledges that the Seller is under no obligation to take any action to bring the Property into compliance with such statutes, and that the Buyer has had the opportunity to make a personal inspection of the Property. The Buyer further acknowledges that it is the Buyer’s responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

8. **Fees and Commissions.** If any person asserts a claim to a fee, commission or other compensation in relation to this transaction, as a broker, finder, or other capacity or for performance of services as a broker or finder in connection with this Agreement, the Buyer will (a) indemnify, defend and hold harmless the Seller against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon (including without limitation, any and all attorney fees and costs incurred in defending against such claim) and (b) satisfy promptly any settlement or judgment arising from any such claim or any action or proceeding brought thereon. Buyer acknowledges that Seller has not used the services of a broker in connection with this transaction.

9. **Notices.** Notices under this Agreement must be delivered to:

Buyer:
Tuscola County
125 West Lincoln Street, Suite 500
Caro, Michigan 48723
Attention: Administrator Office

Seller:
State Land Bank Authority
PO Box 30766
Lansing, Michigan 48909
Attention: Executive Director

Facsimile or electronic notices will not be accepted. Either party may change its address by giving notice of the change to the other party.

10. **Buyer Representations and Warranties.** Buyer represents and warrants to Seller:

10.1. Buyer has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder have been, or by the first Closing will have been, taken. The person signing this Agreement on behalf of Buyer is authorized to do so.

10.2. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.

10.3. The representation and warranties of Buyer will survive the Closing.

The foregoing representations shall be continuing and shall be true and correct as of the Effective Date and as of the Closing, and all such representations shall survive the Closing.

11. Public Policy Provisions.

11.1. Nondiscrimination. Pursuant to MCL 37.2209 and MCL 37.1209, Buyer will comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq.; and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. In addition, as provided in Executive Directive 2019-09, Buyer shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. Buyer agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

11.2. Unfair Labor Practices. Pursuant to MCL 423.324, the State may void a contract if Buyer or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 et seq. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

12. Termination. If the Buyer fails to perform any of its obligations under this Agreement, the Seller will provide written notice of default to the Buyer. If the Buyer fails to cure within fifteen (15) days after the Buyer's receipt of Seller's written notice, Seller may terminate this Agreement and any monies paid hereunder may be retained by the Seller as liquidated damages.

13. Miscellaneous Provisions.

13.1. It is expressly understood and agreed that neither the Seller nor the Buyer may assign its interest under this Agreement or any portion thereof without the prior written consent of the other party, its successors or assigns which consent shall not be unreasonably withheld or delayed.

13.2. Prior to Closing, any news releases or other media releases to the public of information with respect to the sale of the Property or any matters set forth in this Agreement will be made only in the form approved by Seller in writing.

13.3. Each provision of this Agreement is severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement is declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

13.4. This Agreement may be changed or modified only if in writing and signed by both parties.

13.5. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to a Closing, as may be reasonably requested by the other party to consummate more effectively this Agreement. Without limiting the generality of the foregoing, Buyer will, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section will survive Closing.

13.6. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party. Accordingly, no third party will have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

13.7. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.

13.8. Captions and headings used in this Agreement are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Agreement.

13.9. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or

regulations.

13.10. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.

14. **Governing Law.** This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan, and no action will be commenced against Seller, its designee, agents or employees for any matter whatsoever arising out of this Agreement in any courts other than the Michigan Court of Claims.

15. **Entire Agreement.** This instrument constitutes the entire agreement between the Seller and the Buyer, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Agreement will inure to the benefit of and bind both parties and their respective agents, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement as of the dates written below and this Agreement shall be effective as of the Effective Date.

BUYER:
TUSCOLA COUNTY

By:
Its:

Dated: _____

SELLER:
STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Dated: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Parcel A-1:

A parcel of land in the West 1/2 of Section 20, T12N, R9E, Indian Fields Township, Tuscola County, Michigan and more specifically described as commencing at the Southwest corner of said Section 20; thence N02°29'58"E 1596.20 feet, on the west line of said Section 20 to the point of beginning of this description; thence N02°29'58"E 188.93 feet, on said west section line to a point on the east bank of the Cass River; thence on a meander line on the east high bank of the Cass River the following two courses; thence N42°03'45"E 472.98 feet and thence N31°09'17"E 535.90 feet; thence leaving said meander line S87°08'31"E 960.27 feet to the centerline of Chambers Road; thence 351.67 feet on the arc of a curve to the right on the centerline of Chambers Road, said curve having a radius of 381.68 feet, a central angle of 52°47'29" and a chord bearing and distance of S48°28'07"W 339.37 feet; thence S74°51'52"W 532.06 feet, on the centerline of Chambers Road; thence 218.50 feet on the arc of a curve to the left on the centerline of Chambers Road, said curve having a radius of 763.61 feet, a central angle of 16°23'40" and a chord bearing and distance of S66°40'02"W 217.76 feet; thence S58°28'12"W 549.53 feet, on the centerline of Chambers Road; thence 257.37 feet on a curve to the left on the centerline of Chambers Road, said curve having a radius of 263.46 feet, a central angle of 55°58'14" and a chord bearing and distance of S30°29'05"W 247.25 feet, to the point of beginning. Contains 9.83 acres, more or less, to said meander line. In addition, all bottom land between the above described meander line and the centerline of the Cass River shall be conveyed with this description. All bearings are relative and referenced to the west line of Section 20, from previous survey recorded in Liber 596, Page 866, Tuscola County Records. Subject to reservations, rights-of-way and easements of record.

Parcel No.: 013-020-100-0600-01 (a portion thereof)

Parcel B:

A parcel of land in the S.E. 1/4 of Section 19, T12N, R9E, Indian Fields Township, Tuscola County, Michigan and more specifically described as commencing at the S.E. corner of said Section 19; thence N02°29'58"E 1732.13 feet, on the east line of said Section 19 to the point of beginning; thence N02°29'58"E 53.00 feet, on the east line of said section to a point on the easterly high bank of the Cass River; thence S55°02'11"W 688.28 feet, along said high bank to the northerly right of way of Washburn Road; thence N74°51'02"E 538.67 feet, on said right of way to the westerly right of way of Chamber Road; thence N02°29'58"E 66.40 feet, on said westerly right of way; thence 141.21 feet on the arc of a curve to the right, on the westerly right of way of Chambers Road with a central angle of 27°17'28" and a radius of 296.47 feet, to the point of beginning, containing 1.42 acres, more or less.

Parcel No.: 013-019-750-0100-01

Parcel C:

A parcel of land in the S.E. 1/4 of Section 19, T12N, R9E, Indian Fields Township, Tuscola County, Michigan and more specifically described as commencing at the S.E. corner of said Section 19; thence N87°24'11"W 874.10 feet, on the south line of said section; thence N00°00'00"E 1272.44 feet, to a point on the northly right of way of Washburn Road and the point of beginning; thence S82°39'08"W 835.36 feet, on the northerly right of way of Washburn Road to a point on the southeasterly high bank of the Cass River; thence N54°46'13"E 623.54 feet, on the high bank of the Cass River; thence S51°36'42"E 407.19 feet, on the high bank of the Cass River; thence to the point of beginning, containing 2.80 acres, more or less.

Parcel No.: 013-019-750-0100-02

EXHIBIT B
RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

1. I, _____, understand that upon countersignature by the Seller, have permission to enter the real property located in the Township of Indianfields, County of Tuscola, State of Michigan, and more specifically described in Exhibit A of the attached Purchase Agreement (the "Agreement") (the "Property").
2. I covenant and agree that I will refrain from commencing any action or proceeding, or prosecuting any pending action or proceeding, on account of any matter released hereunder.
3. I absolutely and unconditionally release and forever discharge the State of Michigan and its departments, commissions, boards, institutions, arms, agencies, and instrumentalities and their respective past, present, and future directors, officers, employees, attorneys, agents, representatives, indemnitors, and insurers (collectively, the "State") from all claims that I directly, indirectly, derivatively, or in any other capacity ever had, now have, or hereafter can, shall, or may have arising out of entry on and inspection of the Property.
4. I acknowledge this release is a full release. I expressly waive and assume the risk of any and all claims for damages that may hereafter arise out of my entry on and inspection of the Property, including those of which I do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect my decision to enter into this agreement.

TUSCOLA COUNTY

By:
Its:

Dated: _____

STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Dated: _____

E

**TUSCOLA COUNTY
BOARD OF COMMISSIONERS**

125 W. Lincoln Street
Suite 500
Caro MI 48723

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

**MICHIGAN LAND BANK FAST TRACK AUTHORITY TO
ACQUIRE TITLE RESOLUTION**

Resolution No. 2020-7

WHEREAS, the State of Michigan owns the following described property in the fee simple; and

WHEREAS, the following land is wooded, and was a former correctional property and is a benefit to the community; and

NOW, THEREFORE, BE IT RESOLVED, that the Tuscola County Board of Commissioners does hereby enter into a contract with the State of Michigan Land Bank to acquire title to the following described property:

PARCEL B (PARCEL NO. 013-019-750-0100-01) PER UBER 596, PAGE 864 AND UBER 1408, PAGE 592

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 19, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY, MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N02°29'58"E 1732.13 FEET, ON THE EAST LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE N02°29'58"E 53.00 FEET, ON THE EAST LINE OF SAID SECTION TO A POINT ON THE EASTERLY HIGH BANK OF THE CASS RIVER; THENCE S55°02'11"W 688.28 FEET, ALONG SAID HIGH BANK TO THE NORTHERLY RIGHT OF WAY OF WASHBURN ROAD;

THENCE N74°51'02"E 538.67 FEET, ON SAID RIGHT OF WAY TO THE WESTERLY RIGHT OF WAY OF CHAMBERS ROAD; THENCE N02°29'58"E 66.40 FEET, ON SAID WESTERLY RIGHT OF WAY; THENCE 141.21 FEET ON THE ARC OF CURVE TO THE RIGHT, ON THE WESTERLY RIGHT OF WAY OF CHAMBERS ROAD WITH A CENTRAL ANGLE OF 27°17'28" AND A RADIUS OF 298.47 FEET. TO THE POINT OF BEGINNING, CONTAINING 1.42 ACRES, MORE OR LESS.

PARCEL C (PARCEL NO. 013-019-750-0100-02) PER UBER 596, PAGE 864 AND UBER 1408, PAGE 592

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 19, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY, MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N87°24'11"W 874.10 FEET, ON THE SOUTH LINE OF SAID SECTION; THENCE N00°00'00"E 1272.44 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WASHBURN ROAD AND THE POINT OF BEGINNING; THENCE S82°39'08"W 835.36 FEET, ON THE NORTHERLY RIGHT OF WAY OF WASHBURN ROAD TO A POINT ON THE SOUTHEASTERLY HIGH BANK OF THE CASS RIVER; THENCE N54°46'13"E 623.54 FEET,

ON THE HIGH BANK OF THE CASS RIVER; THENCE S51°36'42"E 407.19 FEET, ON THE HIGH BANK OF THE CASS RIVER TO THE POINT OF BEGINNING, CONTAINING 2.80 ACRES, MORE OR LESS.

PARCEL A-1 (PART OF PARCEL NO. 013-020-100-0600-01)

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 20, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY, MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N02°29'58"E 1596.20 FEET, ON THE WEST LINE OF SAID SECTION 20 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N02°29'58"E 188.93 FEET, ON SAID WEST SECTION LINE TO A POINT ON THE EAST BANK OF THE CASS RIVER; THENCE ON A MEANDER LINE ON THE EAST HIGH BANK OF THE CASS RIVER THE FOLLOWING TWO COURSES; THENCE N42°03'45"E 472.98 FEET AND THENCE N31°09'17"E 535.90 FEET; THENCE LEAVING SAID MEANDER LINE S87°08'31"E 980.27 FEET TO THE CENTERLINE OF CHAMBERS ROAD; THENCE 351.67 FEET ON THE ARC OF A CURVE TO THE RIGHT ON THE CENTERLINE OF CHAMBERS ROAD, SAID CURVE HAVING A RADIUS OF 381.68 FEET, A CENTRAL ANGLE OF 52°47'29" AND A CHORD BEARING AND DISTANCE OF S48°28'07"W 339.37 FEET; THENCE S74°51'52"W 532.06 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 218.50 FEET ON THE ARC OF A CURVE TO THE LEFT ON THE CENTERLINE OF CHAMBERS ROAD, SAID CURVE HAVING A RADIUS OF 763.61 FEET, A CENTRAL ANGLE OF 16°23'40" AND A CHORD BEARING AND DISTANCE OF S66°40'02"W 217.76 FEET; THENCE S58°28'12"W 549.53 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 257.37 FEET ON A CURVE TO THE LEFT ON THE CENTERLINE OF CHAMBERS ROAD, SAID CURVE HAVING A RADIUS OF 263.46 FEET, A CENTRAL ANGLE OF 55°58'14" AND A CHORD BEARING AND DISTANCE OF S30°29'05"W 247.25 FEET, TO THE POINT OF BEGINNING. CONTAINS 9.83 ACRES, MORE OR LESS, TO SAID MEANDER LINE. IN ADDITION, ALL BOTTOM LAND BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE CENTERLINE OF THE CASS RIVER SHALL BE CONVEYED WITH THIS DESCRIPTION. ALL BEARINGS ARE RELATIVE AND REFERENCED TO THE EAST LINE OF SECTION 20, FROM PREVIOUS SURVEY RECORDED IN UBER 598, PAGE 866, TUSCOLA COUNTY RECORDS. SUBJECT TO RESERVATIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

Section Corner Witnesses

SE CORNER, SECTION 19, T12N-R9E
E 1/4 CORNER, SECTION 30, T12N-R9E
(SW CORNER, SECTION 20, T12N-R9E)
FNO 1/2" ROD IN M. BOX
FND REMON COR. IN M. BOX
S75°W 33.32' SE COR. WOOD POST
S85°E 34.9' N&T W FCE OF WOOD POST
S80°E 47.45' SE COR. WOOD POST
N80°E 60.92' NAIL N. FCE 15" TREE
N35°E 87.30' N&T SE FCE P. POLE
N45°W 47.45' NAIL NE FCE 12" PINE
N30°W 78.9' N&T NE FCE 30' STUMP
N85°W 34.35' NAIL S FCE 15" PINE

As disclosed in Survey Job No. 2019.484 dated January 8, 2020 prepared by D&M Site Inc.

The Resolution was moved by Commissioner Grimshaw, seconded by Commissioner Jensen.

Members in favor of the Resolution: Jensen, Grimshaw, Vaughan, Bardwell

Members opposed to the Resolution: None

Member Absent: Young

RESOLUTION DECLARED ADOPTED.

Dated: July 16, 2020

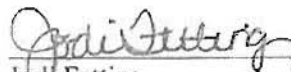


Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Certification

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners, State of Michigan, at a meeting held on July 16, 2020, the original of which is on file and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1976, including the case of a special or re-scheduled meeting, notice by posting of at least eighteen (18) hours prior to the time set for said meeting.

Dated: July 16, 2020



Jodi Fetting
Tuscola County Clerk

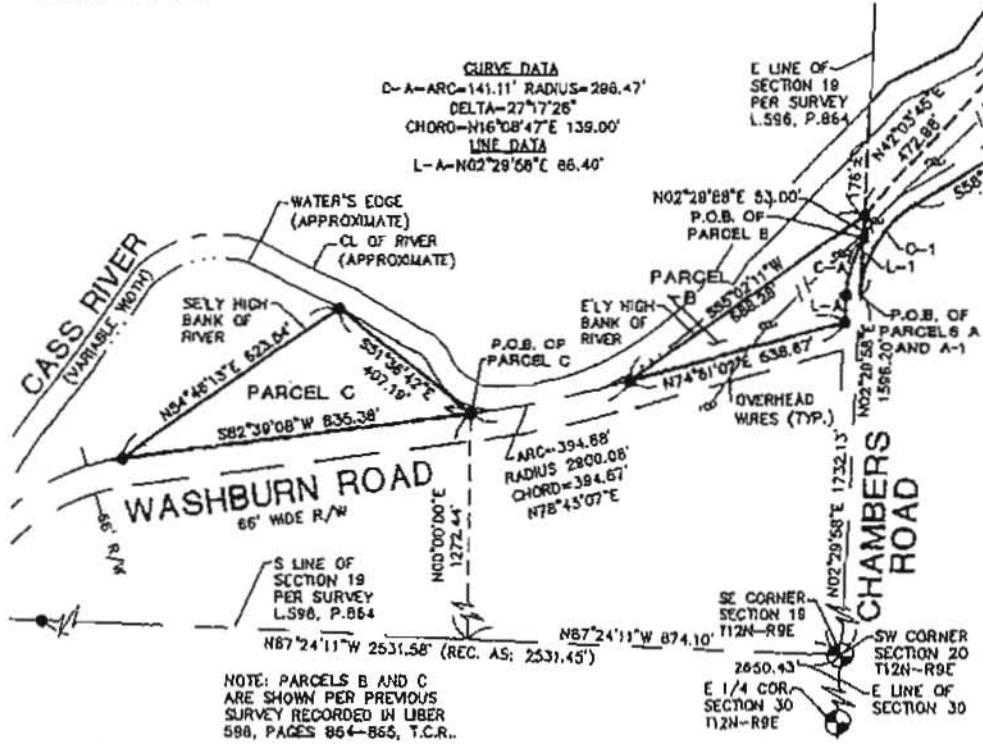
TUSCOLA COUNTY
125 W. LINCOLN STREET SUITE 500
CARO, MICHIGAN 48723

CERTIFICATE OF SURVEY

WASHBURN RD - CHAMBERS RD, CARO, MICHIGAN
SEE SHEET 2 FOR PARCELS A AND A-1. SEE SHEET 3 FOR
ADDITIONAL DESCRIPTIONS AND SECTION CORNER WITNESSES.

PARCEL B (PARCEL NO. 013-018-750-0100-01) PER LIBER 886, PAGE 854 AND LIBER 1408, PAGE 592
A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 19, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY, MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N02°29'58"E 1732.13 FEET, ON THE EAST LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE N02°29'58"E 53.00 FEET, ON THE EAST LINE OF SAID SECTION TO A POINT ON THE EASTERLY HIGH BANK OF THE CASS RIVER; THENCE S55°02'11"W 688.26 FEET, ALONG SAID HIGH BANK TO THE NORTHERLY RIGHT OF WAY OF WASHBURN ROAD; THENCE N74°51'02"E 538.67 FEET, ON SAID RIGHT OF WAY TO THE WESTERLY RIGHT OF WAY OF CHAMBERS ROAD; THENCE N02°29'58"E 66.40 FEET, ON SAID WESTERLY RIGHT OF WAY; THENCE 141.21 FEET ON THE ARC OF CURVE TO THE RIGHT, ON THE WESTERLY RIGHT OF WAY OF CHAMBERS ROAD WITH A CENTRAL ANGLE OF 27°17'28" AND A RADIUS OF 298.47 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.42 ACRES, MORE OR LESS.

PARCEL C (PARCEL NO. 013-018-750-0100-02) PER LIBER 886, PAGE 854 AND LIBER 1408, PAGE 592
A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 19, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY, MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N87°24'11"W 874.10 FEET, ON THE SOUTH LINE OF SAID SECTION; THENCE N00°00'00"E 1272.44 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WASHBURN ROAD AND THE POINT OF BEGINNING; THENCE S82°39'08"W 835.38 FEET, ON THE NORTHERLY RIGHT OF WAY OF WASHBURN ROAD TO A POINT ON THE SOUTHEASTERLY HIGH BANK OF THE CASS RIVER; THENCE N54°46'13"E 623.54 FEET, ON THE HIGH BANK OF THE CASS RIVER; THENCE S51°36'42"E 407.18 FEET, ON THE HIGH BANK OF THE CASS RIVER TO THE POINT OF BEGINNING, CONTAINING 2.80 ACRES, MORE OR LESS.



BEARINGS WERE BASED ON PREVIOUS SURVEYS AND DOCUMENT REC. IN L1408, P.592, T.C.R.

- ⊙ Government Corner
- Set Iron Pipe/Rod
- Found Iron Pipe/Rod
- ⊙ Found Conc. Monument
- △ Set Line Stake

SCALE: 1 INCH = 300 FEET

0 150' 300' 600'

All dimensions are in feet and decimals thereof.
I hereby certify that I have surveyed the parcel(s) of land described and delineated hereon, and that the same conform with the requirements of Act 132 of 1925, P.A. and the ratio of closure of the traverse is 1:100,000 and the relative positional precision is 1:100,000 and the relative positional precision is 1:100,000 as required by the practice of professional land surveying.

Brian Ferguson
Brian Ferguson, P.
Professional Surveyor No. 265043

SOUTHEAST 1/4
SECTIONS 19-20, T12N-R9E
INDIAN FIELDS TOWNSHIP
TUSCOLA COUNTY, MICHIGAN

D&M SITE INC.
Surveying - Inspection - Testing - Engineering
101 BALSAM STREET PO BOX 138 • CARROLLTON, KANSAS 64824
PHONE (608) 752-6500 • FAX (608) 751-8400

DATE: 01/08/20 JOB No. 2019-484 CADD FILE 2019-484 SHEET 1 OF 3

REVISED:

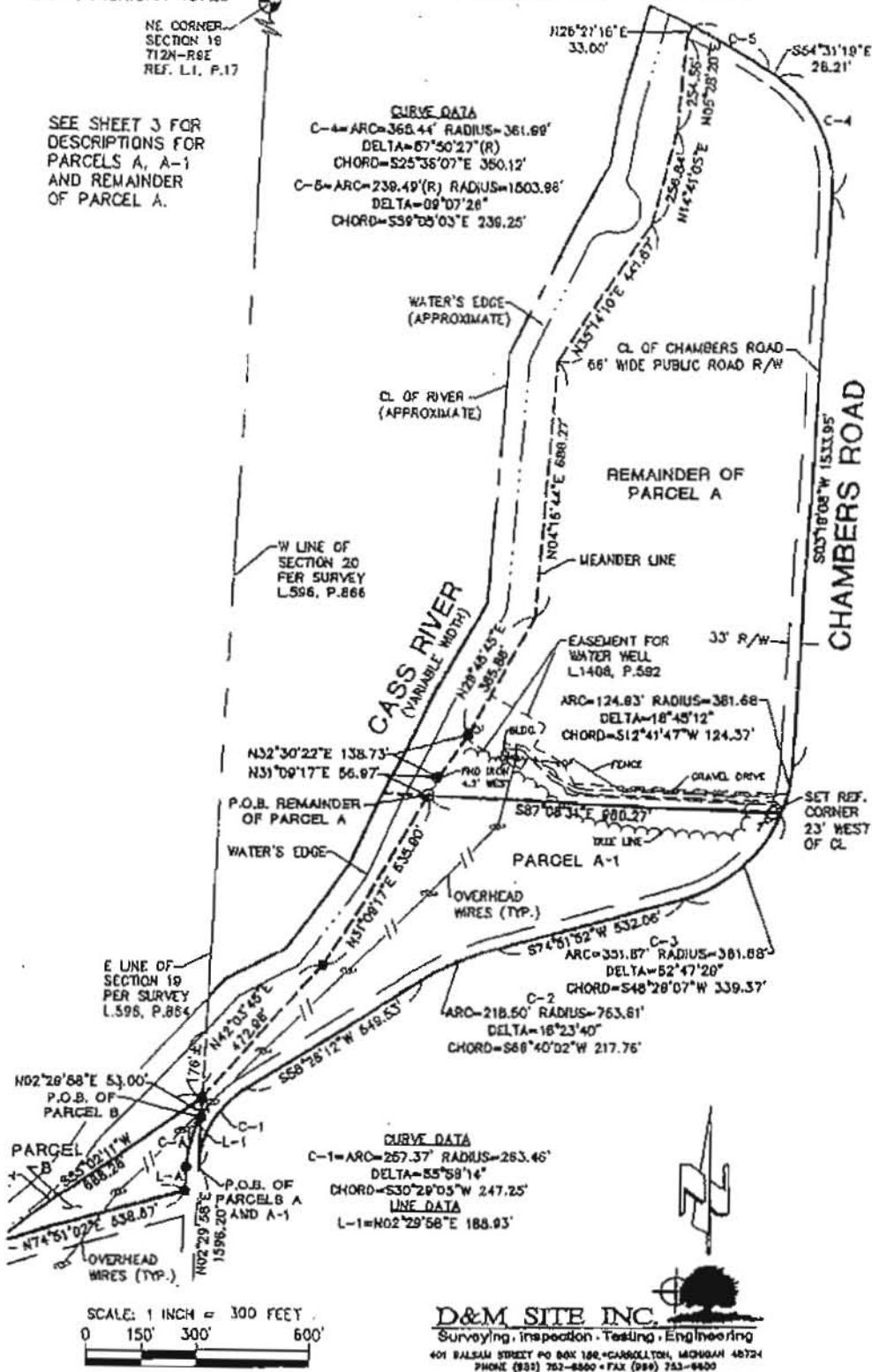
TUSCOLA COUNTY
125 W. LINCOLN STREET
CARO, MICHIGAN 48723

CERTIFICATE OF SURVEY

CHAMBERS ROAD, CARO, MICHIGAN

NE CORNER
SECTION 19
712N-R8E
REF. L.I. P.17

SEE SHEET 3 FOR
DESCRIPTIONS FOR
PARCELS A, A-1
AND REMAINDER
OF PARCEL A.



DATE: 01/08/20 JOB No. 2019,484 CADD FILE 2019-484 SHEET 2 OF 3
REVISED:

BOARD OF COMMISSIONERS
RULES OF ORDER
TUSCOLA COUNTY, MICHIGAN
Revised 4/03/17-01-25-21

10.4.1 Motion to Reconsider

The motion to reconsider shall be in order on any question that the Board has decided, but no question shall be reconsidered more than once. The motion to reconsider shall be in order on the same day as the vote to be reconsidered was taken, or at the following meeting. The motion to reconsider shall be made only by a member who voted with the prevailing side. A motion to reconsider a motion to amend shall not be in order if the main question has been voted upon. If the Board has adopted a motion to reconsider, however, motions to amend shall be in order.

10.4.2 Motion to Clear the Floor

The motion to clear the floor may be made by the chairperson or a member, whenever procedural matters have become sufficiently confused. If the motion to clear the floor has been adopted, it shall clear the floor of all motions as though they have been withdrawn. The motion shall not be subject to debate nor, if adopted, to reconsideration.

10.4.3 Temporary Suspension of the Rules

These rules may be suspended temporarily at any time by vote of two-thirds of the members elected and serving to achieve any legal objective of the Board in a legal manner.

10.4.4 Appeal Rulings of the Chairperson

Any Commissioner may appeal the ruling of the chairperson. On all appeals receiving a second, the question shall be "Shall the decision of the Chairperson stand as the decision of the County Board of Commissioners?"

11. VOTING

11.1 Abstaining from Voting –

Whenever the Chair puts a question to the members, every commissioner present shall vote on the question. No member present shall abstain from voting "yes" or "no". In the event that a member refuses to declare a "yes" or "no", the Chair shall direct the Clerk to record the vote as a "no" vote.

NEED TO CLARIFY HOW TO HANDLE THIS IN REGARDS TO 11.1
BOC CAN ONLY OPT NOT TO PARTICIPATE IN A BOC VOTE IF THERE IS A LEGITIMATE BASIS UNDER STATE LAW TO DO SO. GENERALLY THESE SITUATIONS INVOLVE A FINANCIAL CONFLICT OF INTEREST. SUGGESTED TO SEEK LEGAL COUNSEL TO DETERMINE THE SCOPE OR CONSIDER ADOPTING A FORMAL CONFLICT OF INTEREST RULE OR POLICY APPLICABLE TO THE BOC.



TUSCOLA BEHAVIORAL HEALTH SYSTEMS
Board Policies

Policy Section	Governance Process	Policy Number	I-001-009
Subject	Conflict of Interest Pertaining to Mid-State Health Network	Issue Date	06/27/2013
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POLICY

It shall be the policy of Tuscola Behavioral Health Systems (TBHS) to provide a means for any Covered Person to identify and report to the TBHS Board (the "Board") any direct or indirect Financial Interest and any actual or potential Conflict of Interest concerning Mid-State Health Network and, based on that information, to permit the Board to review such Financial Interests and Conflicts of Interest and provide a process for the Board to follow when managing Conflicts of Interest, as they pertain to any direct or indirect agreement with Mid-State Health Network, a regional entity created under MCL 330.1204b of the Michigan Mental Health Code, all in accordance with applicable law.

PURPOSE

The purpose of this policy (this "Policy") is to provide an effective oversight process to protect the interests of TBHS when contemplating a transaction, arrangement, proceeding or other matter involving Mid-State Health Network that might benefit the private interest of an individual or another entity. This Policy accomplishes this objective by defining Conflict of Interest, identifying individuals subject to this Policy, facilitating the disclosure of actual and potential Conflicts of Interest and Financial Interests, and setting forth procedures to manage Conflicts of Interest. This Policy is intended to supplement, but not replace, any applicable state or federal laws governing conflicts of interests in governmental entities or charitable, tax exempt, nonprofit organizations.

APPLICATION

Individuals covered under this Policy include any of the following who may have a relationship or affiliation with Mid-State Health Network:

- Members of the Tuscola Behavioral Health Systems Board;
- Tuscola Behavioral Health Systems officers,
- Members of committees of the Tuscola Behavioral Health Systems Board with delegated authority from the Board, and
- Tuscola Behavioral Health Systems employees, independent contractors or agents who are responsible for the expenditure of federal or state government funds in excess of \$100 on behalf of TBHS.

These individuals are collectively referred to in this Policy as "Covered Person(s)."

DUTIES OF COVERED PERSONS

1. **Duty of Care.**

Every Covered Person shall act in a reasonable and informed manner and perform his or her duties for Tuscola Behavioral Health Systems in good faith and with the degree of care that an ordinarily prudent person would exercise under similar circumstances.

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2. **Duty of Loyalty.**

Every Covered Person owes a duty of loyalty to act at all times in the best interest of Tuscola Behavioral Health Systems and not in the interest of the Covered Person or any other entity or person. No Covered Person may personally take advantage of a business opportunity that is offered to Tuscola Behavioral Health Systems unless the Board of Directors determines not to pursue that opportunity, after full disclosure and a disinterested and informed evaluation.

3. **Conflicts of Interest.**

No Covered Person may engage in any transaction, arrangement, proceeding or other matter or undertake positions with Mid-State Health Network that involve a Conflict of Interest, except in compliance with this Policy. Covered Persons should avoid not only actual but the appearance of Conflicts of Interest as well. Every Covered Person shall:

- (a) Disclose all Financial Interests as set out below;
- (b) Unless a Conflict of Interest Waiver has been granted, recuse himself/herself from voting on any transaction, arrangement, proceeding or other matter involving Mid-State Health Network in which he/she has a Financial Interest, and not be present **when** any such vote is taken; and
- (c) Comply with any restrictions or conditions stated in any Conflict of Interest Waiver granted for the Covered Person's activities.

DEFINITIONS

Conflict of Interest. A Conflict of Interest arises when a Covered Person, the Covered Person's Family Member or an organization, in which the Covered Person is serving as an officer, director, trustee or employee, has a Financial Interest with Mid-State Health Network, and that person participates or proposes to participate in a transaction, arrangement, proceeding or other matter with Mid-State Health Network.

Family Member means spouse, parent, children (natural or adopted), sibling (whole or half blood), father-in-law, mother-in-law, grandchildren, great grandchildren and spouses of siblings, children, grandchildren, great grandchildren, and all step family members, and any person(s) sharing the same living quarters in an intimate, personal relationship that could affect decisions of the Covered Person in a manner that conflicts with this Policy.

Financial Interest. A Covered Person has a Financial Interest if he or she has, directly or indirectly, actually or potentially, through a business, investment or through a Family Member:

- (a) an actual or potential ownership, control or investment interest in, or serves in a governance or management capacity for, Mid-State Health Network with which Tuscola Behavioral Health Systems has a transaction, arrangement, proceeding or other matter;
- (b) an actual or potential compensation arrangement with Mid-State Health Network with which Tuscola Behavioral Health Systems has a transaction, arrangement, proceeding or other matter; or
- (c) an actual or potential ownership or investment interest in, compensation arrangement with, or serves in a governance or management capacity for Mid-State Health Network with which Tuscola Behavioral Health Systems is contemplating or negotiating a transaction, arrangement, proceeding or other matter.

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Compensation includes direct and indirect remuneration, in cash or in kind.

Interested Person is a Covered Person who has a Financial Interest.

PROCEDURES

1. **Duty to Disclose**
Each Covered Person has a duty to disclose to the Tuscola Behavioral Health Systems Board the existence of a Financial Interest and all related material facts.

2. **Disclosure of Financial Interests**
Each Covered Person shall submit in writing to Tuscola Behavioral Health Systems' Chief Executive Officer an Annual Financial Interest Disclosure Statement (Attachment A) listing all Financial Interests and affirming compliance with the Conflict of Interest Policy. Each Covered Person shall update his/her Annual Financial Interest Disclosure Statement each year on the date designated by the Board for updating, and promptly when any new Financial Interests or potential Conflicts of Interest arise. The Chairperson of the Board shall review and become familiar with all submitted Financial Interest Disclosure Statements and updates in order to guide his/her conduct regarding the disclosed information. The Vice Chairperson of the Board shall review and become familiar with any Financial Interest Disclosure Statement submitted by the Chairperson of the Board.

The Board of Directors may request that a Covered Person(s) appear before the Board or submit written information to supplement or to answer questions regarding information disclosed on the Annual Financial Interest Disclosure Statement.

3. **Addressing Financial Interests and Conflicts of Interest**
 - (a) **Board Deliberation.** After disclosing the Financial Interest, together with any additional oral or written presentation of material or discussion requested by the Board, the Interested Person shall leave the Board meeting while the Board discusses the information and votes regarding how to manage the Conflict of Interest and whether or not to grant a waiver. The Interested Person shall not take part in the Board's due diligence deliberations.
 - (b) **Appointment of Disinterested Person.** If the Board determines it is advisable, the Board may appoint a disinterested person to conduct further investigation regarding the reported Financial Interest and Conflict of Interest and make a report back to the Board.
 - (c) **Board Vote.** The Board, after exercising due diligence regarding the reported Financial Interest and Conflict of Interest, shall, by vote, make a determination as to whether or not Tuscola Behavioral Health Systems can obtain a more advantageous transaction, arrangement, proceeding or other matter with reasonable efforts from another person or entity that would not involve the Interested Person, and the Financial Interest is so substantial as to be likely to affect the integrity of the services which Tuscola Behavioral Health Systems may expect from the Interested Person. The Interested Person shall not take part in the Board's due diligence deliberations or any vote on how to manage the Conflict of Interest and whether or not to grant a waiver.
 - (d) **Notice to Interested Person.** If the Board determines, by majority vote of disinterested members, that it may, with reasonable efforts, obtain a more advantageous transaction, arrangement, proceeding or other matter from another person or entity not involving the

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Interested Person, it shall notify the Interested Person and may pursue such other transactions, arrangements, proceedings or other matters or restrict the Interested Person's participation in the matter, as the Board determines appropriate.

- (e) Granting a Conflict of Interest Waiver. If the Board determines that it is not able, with reasonable efforts, to obtain a more advantageous transaction, arrangement, proceeding or other matter from another person or entity not involving the Interested Person, and that the Financial Interest is not so substantial as to be likely to affect the integrity of the services which Tuscola Behavioral Health Systems may expect from the Interested Person, the Board may vote to waive the potential Conflict of Interest and proceed with the proposed transaction, arrangement, proceeding or other matter with Mid-State Health Network and the Interested Person's participation in the matter. A Conflict of Interest Waiver shall be made in writing and signed by the Chairperson of the Board on the Entity's Conflict of Interest Waiver form (Attachment B). The Conflict of Interest Waiver may restrict the Interested Person's participation in the matter to the extent deemed necessary by the Board. Further, the Conflict of Interest waiver may cover all matters the Interested Person may undertake as part of his/her official duties with Tuscola Behavioral Health Systems, without specifically enumerating such duties. All Conflict of Interest Waivers shall be issued prior to the Interested Person's participation in any transaction, arrangement, proceeding or other matter with Mid-State Health Network.
- (f) Factors for Consideration When Granting a Waiver. In making a determination as to whether a Financial Interest is substantial enough to be likely to affect the integrity of the Interested Person's services to Tuscola Behavioral Health Systems, the Board shall consider, as applicable:
- (i) The type of interest that is creating the disqualification (e.g. stock, bonds, real estate, cash payment, job offer or enhancement of a spouse's employment);
 - (ii) The identity of the person whose Financial Interest is involved, and if the interest does not belong directly to the Interested Person, the Interested Person's relationship to that person;
 - (iii) The dollar value of the disqualifying Financial Interest, if known and quantifiable (e.g., amount of cash payment, salary of job to be gained or lost, change in value of securities);
 - (iv) The value of the financial instrument or holding from which the disqualifying Financial Interest arises and its value in relationship to the individual's assets;
 - (v) The nature and importance of the Interested Person's role in the matter, including the level of discretion which the Interested Person may exercise in the matter;
 - (vi) The sensitivity of the matter;
 - (vii) The need for the Interested Person's services; and
 - (viii) Adjustments which may be made in the Interested Person's duties that would eliminate the likelihood that the integrity of the Interested Person's services would be questioned by a reasonable person.
- (g) Waivers Supported by Michigan Law. Michigan law specifically provides support for granting a waiver of a Conflict of Interest arising under the following Conflict of Interest exception scenarios:
- (i) A Tuscola Behavioral Health Systems Board member may be a party to a contract with a CMHSP or administer or financially benefit from that

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- contract, if the contract is between the CMHSP and Mid-State Health Network;
- (ii) A Tuscola Behavioral Health Systems Board member may also be a member of the Mid-State Health Network Board, even if Mid-State Health Network has a contract with Tuscola Behavioral Health Systems;
 - (iii) Tuscola Behavioral Health Systems Board may approve a contract with Mid-State Health Network, if a Tuscola Behavioral Health Systems Board member is also an employee or independent contractor of Mid-State Health Network; and
 - (iv) Tuscola Behavioral Health Systems public officers (e.g., Board members, officers, executives and employees) may also be Board members, officers, executives and employees of Mid-State Health Network, even if Mid-State Health Network contracts with the Tuscola Behavioral Health Systems, subject to any prohibition imposed by the Michigan Department of Community Health in that regard.

4. **Policy Enforcement**

- (a) If the Board has reasonable cause to believe that a Covered Person has failed to disclose actual or potential Financial Interests or Conflicts of Interest, the Board shall inform the involved Covered Person of the basis for such belief, and afford the Covered Person an opportunity to explain the alleged failure to disclose.
- (b) If, after hearing the Covered Person's response and after making such further investigation as may be required, the Board determines that the Covered Person has in fact failed to disclose an actual or potential Financial Interest or Conflict of Interest, the Board shall take appropriate corrective action.

5. **Records of Proceedings**

The minutes of the Board and all committees with Board-delegated powers shall contain:

- (a) The names of Covered Persons who disclosed or otherwise were found to have a Financial Interest, the nature of the Financial Interest, any due diligence investigation of the Financial Interest and potential Conflict of Interest, and the Board's decision with regard to the matter. If a written waiver of a Conflict of Interest is granted, a copy of the written waiver shall be attached to the minutes of the meeting at which it was granted.
- (b) The names of all persons who were present for discussion and votes related to the transaction or arrangement involved in the Financial Interest, a summary of the content of the discussion, including any alternatives proposed to the transaction or arrangement, and a record of any vote taken in connection with the matter.
- (c) If the Board grants a waiver of a Conflict of Interest, the waiver shall be in writing and shall be signed by the Chairperson of the Board, and shall describe the Financial Interest, the proceeding, transaction or matter to which the Financial Interest applies, the Interested Person's role in the proceeding, transaction or matter, and any restriction on the Interested Person's participation in the proceeding, transaction or matter.

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6. Compensation Committees

- (a) A voting member of the Board or any Board committee whose scope of authority includes compensation matters and who receives compensation, directly or indirectly, from the Entity, is precluded from voting on matters pertaining to his/her own compensation from the Entity.
- (b) No voting member of the Board or any Board committee whose scope of authority includes compensation matters and who receives compensation, directly or indirectly, from the Entity, is prohibited, individually or as part of a group, from providing information to the Board or any committee regarding compensation.

7. Annual Financial Interest Disclosure Statement

- (a) Annually, on a date to be determined by the Board, each Covered Person shall complete, sign and date a Financial Interest Disclosure Statement (see Attachment A). The Financial Interest Disclosure Statement affirms that the signor:
 1. Has received a copy of this Policy;
 2. Has read and understands this Policy;
 3. Has agreed to comply with this Policy;
 4. Has disclosed on the Financial Interest Disclosure Statement all Financial Interests which the signor currently may have; and
 5. Will update the information on the Financial Interest Disclosure Statement promptly should a new Financial Interest arise, by completing a new Financial Interest Disclosure Statement.

RELATED FORMS & MATERIALS

TBHS Financial Interest Disclosure Statement - Attachment A
 TBHS Conflict of Interest Waiver - Attachment B

REFERENCES/LEGAL AUTHORITY

This Policy is based on the following legal authorities:

- Mental Health Code, 1974 PA 258, MCL 300.1001 to 300.2106
- 1978 PA 566, MCL 15.181 to 15.185 (incompatible public offices)
- 1968 PA 317, MCL 15.321 to 15.330 (contracts of public servants with public entities)
- 45 CFR Part 74 (Federal Procurement Regulations)
- 45 CFR Part 92 (Federal Procurement Regulations)
- 42 USC 1396a (Federal Medicaid Statute)
- Michigan Medicaid State Plan
- 18 USC 208 (Federal Conflict of Interest Statute)
- IRS Conflict of Interest Guidelines, Policies and Pronouncements for Charitable Tax Exempt Nonprofit Entities

Section Name: Governance
Section Number: 200
Policy Number: 204

Effective Date: March 23, 1999
Date of Revision: June ---,2020

Subject: Conflicts of Interest

Purpose:

The purpose of this policy is to provide guidance to prohibit employees from engaging in any activity or practice, which conflicts with, or appears to conflict with, the interests of the County of Monroe. Since it is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest, the prohibitions included in this policy are not intended to be exhaustive and only include some of the more clear-cut examples to act as a guide in establishing standards of conduct and behavior.

Scope:

This policy shall apply to all departments and administrative units of Monroe County Government.

Statement of Policy:

- A. It is the policy of the County of Monroe to establish and maintain high standards of honesty, integrity, and quality of performance for its governing bodies, employees and volunteers. These individuals hold positions of significant trust and responsibility that require them to adhere to high ethical standards.
- B. Employees are expected to represent the County in a positive and ethical manner. Thus, employees have an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to their supervisor. Employees who have contact with customers and suppliers or who serve in fiduciary roles may be required to sign statements acknowledging their understanding of and adherence to this policy or other prohibited activity.
- C. Employees may not engage in, directly or indirectly either on or off the job, any conduct, which is disloyal, disruptive, competitive, or damaging to the County.
- D. Employees may not accept any employment relationship with any organization that does business with, or competes with, the County. This prohibition on employment includes serving as an advisor or consultant to any organization of that type, unless the activity is conducted as a representative of the County.
- E. Employees must disclose any financial interest they or their immediate family have in any firm that does business with the County or that competes with the County. The

County may require divestiture of the interest if it considers the financial interest to be in conflict with its best interests.

- F. Employees and their immediate family may not accept gifts, except those of nominal value (\$15.00 or less), or any special discounts or loans from any person or firm doing, or seeking to do, business with the County. The meaning of gifts for purposes of this policy includes the acceptance of lavish entertainment and free travel and lodging.
- G. Employees may not give, offer, or promise, directly or indirectly, anything of value to any representative of a customer, of a potential customer, or of a financial institution in connection with any transaction or business that the County may have with that customer, potential customer, or financial institution.
- H. Employees and officials shall avoid attempts to influence the employment of individuals. Employment decisions shall be based on principles of the best qualified candidate being employed. Additionally, employees and officials shall avoid attempts to influence the contractual relationship of service providers or vendors with the county.
- I. Employees may learn information about the County, which if known to the public, might affect the decision of an investor to buy, or sell, to the County. Employees are prohibited from misusing inside information, prior to public disclosure, for their own benefit or for the benefit of members of their immediate family. In addition, employees may not disclose inside information to anyone, either inside or outside the County, who does not have a legitimate business need to know it. Information described above is not limited to financial or monetary interest. Any information that would disrupt the operation of the County in the best interests of the public is prohibited from improper disclosure.
- J. Any conflict or potential conflict of interest must be disclosed to the County. Failure to do so will result in discipline, up to and including termination.

Outcomes:

- A. The purpose of this policy is to provide guidance concerning the County of Monroe's standards of conduct expected in areas where improper activities could damage the County's reputation, public trust, and otherwise result in adverse consequences to the organization. Adherence to the policy will assure a high level of integrity and ethics.

Code of Conduct:

- A. The County of Monroe's Code of Conduct embodies the following basic principles:
 - 1. Dedication to the highest ideals of honor, integrity, and due diligence so that the County, its officers and employees may merit respect and public confidence in all its dealings.
 - 2. Dedication to the concepts of democratic, effective, and efficient governance by responsible, knowledgeable elected and appointed officials and employees

with an understanding that official decisions made and actions taken by the County of Monroe are always made in the best interest of the County and its mission as opposed to the interests of management, individuals, service providers, or other outside interests.

3. Dedication to the continual improvement of the professional abilities and expertise of all employees in matters relating to providing exceptional public services in the community.
4. Dedication to the principle that all matters of procurement, personnel administration, financial transactions, public service transactions and outside contracting are administered on the basis of merit so that fairness and impartiality govern all actions and decisions.
5. Dedication to the principle that matters of the County's governance, management or administration cannot be bought or sold. No member of the Board, elected official or employee should ever solicit a personal gift of any value from any third-party performing work on behalf of or in any way associated, or potentially associated with the County.

Definitions: None

Policy Compliance:

A. Responsibility

1. Chairman of the Board of Commissioners- The BOC Chairman will be responsible for implementing and overseeing the policy as it applies to Commissioners and elected officials.
2. County Administrator/Chief Financial Officer- The Administrator /CFO will be responsible for implementing and overseeing this policy as it applies to employees.

Administrative Procedure: None

Legislative History of Authority for Creation or Revision:

Adopted pursuant to action of the Monroe County Board of Commissioners, dated March 23, 1999.

Revised pursuant to action of the Monroe County Board of Commissioners, dated June--, 2020.



Policy and Procedures

Lake County Conflict of Interest Policy

SUBJECT:

Lake County hereby establishes a Conflict of Interest Policy as the duty of loyalty owed by Lake County Board of Commissioners, Elected and Appointed Officials, and members of County Committees, Commissions, and Boards requires that such individuals exercise their power in the best interest of the County. As a Michigan Municipal Corporation the County is created and obligated to promote the quality of life for its residents and of the community as a whole, rather than to benefit private interests.

To that end, it is the policy of Lake County that all Elected and Appointed Officials shall scrupulously avoid any conflict, or the appearance of any conflict, between their own interests and the interests of the County. In the interest of maintaining the public's trust and assuring the integrity and impartiality of the officials and employees of Lake County, an ethics policy is appropriate.

BACKGROUND:

The purpose of this Conflict of Interest Policy is to protect the County's interests when contemplating a transaction or arrangement that might benefit the private interest of an Elected or Appointed Official of the County. As members and participants in county government, one must be diligent in avoiding unethical conduct and/or conflicts of interest. Every action and vote taken must not be affected by personal gain.

This policy is intended to enhance and serve as a supplement, but not replace, the Lake County Board Rules, or any applicable state law governing ethics, standards of conduct, or conflicts of interest concerning Michigan local units of government. If any conflict exists between this policy and the Lake County Board Rules, the Board Rules shall control.

This policy has been developed with consideration of the ethical constraints outlined in The State Ethics Act, 1973 PA 196. It details behavior that is prohibited for ethical reasons and defines what is considered a conflict of interest and the disclosure requirements in the event that a conflict of interest or potential conflict of interest arises for an official or employee of Lake County.

In addition to this policy, public servants are bound by all state laws concerning these topics, including but not limited to:

- i. MCL 15.181 et seq., the Incompatible Public Offices Act,
- ii. MCL 15.321 et seq., the Contracts of Public Servants with Public Entities Act; and
- iii. MCL 46.30, addressing interest in a contract or business transaction by county commissioners.

POLICY:

1. It is unethical to knowingly engage in activities which create a conflict of interest for a public servant. A conflict of interest occurs when the personal interest of a public servant places him/her in a position where he/she cannot execute his/her public duties without affecting

his/her private interests. Lake County Commissioners and others covered by this policy shall never use any County information coming to him/her in the performance of governmental duties for the purpose of making a personal profit, gain or other benefits.

2. This policy's prohibition of seeking personal profit, gain or other benefits extends to profits sought by or received by the public servant's immediate family.
3. Those covered by this policy shall not dispense special favors or privileges, and never accept for himself or herself or his/her immediate family, personal favors or benefits under circumstances which might be construed by a reasonable person as influencing the performance of his or her governmental duties.
4. It is the duty of all individuals subject to this policy to expose unethical conduct and conflicts of interest within Lake County government.
5. A clear example of a conflict of interest occurs when a public servant openly advocates the approval and funding for a program, contract, or transaction which would result in a benefit to the public servant. More subtle examples of prohibited conflicts of interest are:
 - i. An individual participates in the discussion and/or votes for approval of special contracts/grants for a family member (remedy is abstention.)
 - ii. An individual, with an organization which provides him/her with additional income advocates for or on behalf of that organization with the County (remedy is no advocacy.)
 - iii. An individual participates in the discussion and/or votes on a rezoning, land purchase, road or facility improvement, or similar change that could be of direct personal benefit to him/her (remedy is abstention.)
 - iv. A political contribution is solicited, accepted, or retained when the recipient believes it was made in expectation that it would influence the award of County business.

PROCEDURES:

No official or employee shall participate, as an agent or representative of Lake County, in approving, disapproving, voting, recommending or otherwise acting upon any matter in which he or she or a person with whom he or she has a personal relationship, has a financial or personal interest without disclosing the full nature and extent of the interest. Such a disclosure must be made before the time to perform his or her duty or concurrently with the performance of the duty. If the official or employee is a member of a decision-making or advising body, he or she must make disclosure to other members of the body on the official record.

For Board of Commissioners that contract with the county directly, or through a company that they are a principle in, or that do business in some other fashion with the county, they shall disclose such information publicly through the completion a Pecuniary Interest Disclosure Form. In accordance with mcl 15.323, such form shall be made public and a vote of approval taken of the full membership. For Commissioners with ongoing business dealings with the County such disclosure shall be made at the Organizational Meeting at the beginning of each term and votes of approval shall be valid for the two-year term of office.

In cases where the potential conflict is disclosed to a decision-making or advisory body, the body will determine if there is an actual conflict of interest that prevents the official or employee from taking part in discussion of or from voting on the matter. Likewise, if a potential conflict is reported by an official or employee, and the individual is not acting in the capacity of a member of a decision-making or advising body, the person or the individual's supervisor who receives the report will determine if the potential conflict prevents him or her from carrying out his or her duties.

Persons believing a violation of the Conflict of Interest Policy may have occurred may report it in writing addressed to the Chairperson of the Board of Commissioners, or if the allegation is against the Chairperson to the Vice-Chairperson. Such complaints shall be investigated by the County Administrator, as determined by the Board of Commissioners.

Violation of this policy may result in appropriate action including, but not limited to, removal from the position, the adoption of a Resolution of Censure by the Lake County Board of Commissioners, or those remedies as provided by relevant State laws.

Amended January 2, 2019



PECUNIARY INTEREST DISCLOSURE
Lake County Board of Commissioners

Date: _____

Name of Commissioner or Commissioner-elect: _____

I hereby attest that I do not have a pecuniary interest in any contract or proposed contract with Lake County or its departments or offices, except as described below:

1. The name of each party involved in the contract or proposed contract is: _____

2. The duration of the contract is or would be: _____

3. The general financial terms of the contract are or would be: _____

4. The nature of my financial interest in the contract and/or the company with the contract or proposed contract is: _____

5. My role in performing services under the contract is or would be: _____

(Signature of Commissioner)

CONFLICT OF INTEREST POLICY

The Kent County Board of Commissioners has the primary responsibility for determining if County personnel have a direct or indirect involvement in material transactions with outside parties that may not be beneficial to the County. In furtherance of this effort, it is desirable to obtain written statements from all key Management Pay Plan (MPP) employees, elected officials, and board, commission or committee appointees of the County concerning potential conflicts of interest.

Key MPP employees ("MPP employees"), elected officials ("elected officials"), and board, commission, or committee appointees ("appointees") are those persons associated with the County who, by virtue of their duties, are in a position to do any one or more of the following: 1) bind the County in a contractual manner, 2) order or recommend the ordering of various goods and services, or participate in formulation of County policy, 3) supervise or control the dispensation of County goods and services, 4) supervise or control accounting or financial recordkeeping for any County department. By virtue of the discretionary power granted to such personnel to ensure the efficient functioning of the County, conflict of interest situations may arise. For this reason, these personnel are required to adhere to the County's conflict of interest policy whereby potential conflicts may be reviewed by the Legislative and Human Resources Committee and the Board of Commissioners to ensure that transactions are conducted in the best interests of the County.

The listing of personnel, referenced as Attachment A and incorporated by reference herein, of County personnel are considered key MPP employees, elected officials and board, commission, or committee appointees for purposes of this policy. Each of the listed personnel will be required to sign the Conflict of Interest Statement, referenced as Attachment B and incorporated by reference herein, and make required disclosures upon employment with Kent County or, in the case of elected officials, upon assuming office, or in the case of appointees of boards, commissions and committees, sign the Conflict of Interest Statement, referenced as Attachment C and incorporated by reference herein, within 10 days of appointment by the Board of Commissioners. The signed copy is deemed to indicate that the individual understands the policy and will follow the policy while he or she is employed, appointed, or holding elected office on behalf of the County. In addition, a copy of the Conflict of Interest Statement will be sent to all the listed personnel in Attachment A by the 31st of January of each year. The copy of the policy will serve as a reminder of the provisions of the policy and will give each individual a yearly opportunity to disclose conflicts.

If a conflict of interest situation of the type described in the Statement should develop at any time, and where the conflict is expected to be ongoing, a statement outlining the details shall be filed with the County Administrator/Controller. It shall be the duty of the individual seeking a waiver of the conflict of interest to fully cooperate and disclose requested information to the Administrator. After reporting the potential conflict of interest, the individual should take no further action with regard to the conflict unless approval is granted by the Administrator, or if the Administrator recommends referral of the matter for action to the Legislative and Human Resources Committee (LHR), upon approval of LHR. Action – specific conflicts and one-time abstentions may be handled in accordance with procedures outlined in the Board's Legal Handbook / Conflict of Interest Statement and Disclosure sections.

CONFLICT OF INTEREST STATEMENT

To key MPP Employees, Elected Officials and County Appointees to Boards or Commissions of Kent County:

The County respects the right of its employees, elected officials, and appointees in their endeavors outside their County employment or office which are private in nature and which in no way conflict with or reflect upon the County. These personnel have been carefully selected for their integrity and judgment. The County expects that no employee, elected official or appointee will use his or her position with the County for personal gain. However, to avoid any misunderstanding in County dealings, the following policy statement is promulgated:

Policy Statement

1. County personnel must avoid incurring any kind of financial or personal obligation which might affect their judgment in dealing for the County with outside firms or individuals. Personnel must examine their own activities and those of their families to be sure that no condition exists which creates a conflict of interest with respect to transactions with the County.
2. For the purposes of this statement, whenever County personnel are asked to review their actions for possible conflicts of interest, the wording used shall be

deemed to mean that they must review and disclose conflicts of interest involving themselves and any of the following persons or groups:

- a) Family members.
- b) Organizations in which County personnel or family members are officers, directors, or either directly or indirectly, stockholders or partners.
- c) Trusts or estates in which county personnel or family members have a beneficial interest, or for which they act in a fiduciary capacity.

For purposes of this disclosure statement, family shall be defined to include spouses, parents, brothers, sisters, children, nieces, nephews, spouses of brothers, sisters, and children, and spouses' parents, brothers, and sisters. However, employees, elected officials and appointees are considered responsible for knowing and reporting only those potential conflict of interest situations involving their spouses or other family members they constructively control. Potential conflict of interest situations involving other family members must be reported only if the employee has personal knowledge of those individuals' affairs. MPP employees, elected officials and appointees are not required to affirmatively research the financial backgrounds of members of their families beyond their spouses and those whom they constructively control.

3. The following situations have strong potential for conflict of interest and must be disclosed in writing:

- a) Holding a financial interest (including stockholder, partner, joint venture, or creditor, guarantor, or director) in a firm which provides services, supplies, materials or equipment to the County, or in a firm to which the County provides services.

Note: The holding of any security of a publicly owned corporation (i.e., one whose stock is registered with the Securities and Exchange Commission) not exceeding 1% of the outstanding value of the security in question will not be deemed to present a potential conflict of interest.

- b) Speculating or dealing in equipment, supplies, materials or property purchased by the County, or speculating or dealing on one's own account in services or products provided by the County.
- c) Borrowing money (either singularly or in accumulation) in excess of one hundred dollars (\$100) within a twelve-month period from any supplier or customer or from any individual or firm with whom the County does

business. Mortgages securing real property which is the principal residence of the County employee, official or appointee or his or her spouse, and retail installment transactions which are transacted with recognized financial institutions, need not be included.

- d) Acceptance of gifts or favors by the County employee, official or appointee, or his or her family, or acceptance of entertainment or other personal obligations, from an outside organization or individual (excluding family members) which are substantial enough to be likely to influence an ordinary person in the selection of goods and services for the County is prohibited. This does not apply to acceptance of perishable or consumable gifts of nominal value, or reasonable personal entertainment, but care must be exercised to ensure that acceptance of such items does not create an actual or perceived obligation. For purposes of this statement, any gift, favor, entertainment, or other personal obligation valued at over twenty-five dollars (\$25), or any aggregation of such gifts valued in excess of fifty dollars (\$50) within a twelve-month period, shall be deemed substantial. All such substantial gifts shall be returned to the donor with an explanation that County policy will not permit acceptance of the gift.
- e) Acquiring, by purchase or lease, real estate in which it is known the County has an interest, or which may improve in value because of the County's interest in adjoining property.
- f) Misusing information to which the County employee, official or appointee has access by reason of his or her position, including unauthorized disclosure of confidential information to competitors or others, such that either the County employee, official or appointee or the recipient of the information is likely to receive a financial benefit or the County will suffer a financial detriment.
- g) Any outside employment as required under Section 19(a) of the Human Resources Policies and Procedures Manual as adopted by the Board of Commissioners' resolution no. 7-13-00-02.

Subsections (4), (5), and (6) below apply to all MPP employees as a condition of employment, and appointees as a condition of appointment. Elected officials are encouraged to comply with subsections (4), (5), and (6) but are not required to do so.

4. Employees and appointees must disclose potential conflicts of interest pursuant to this Policy in writing to the County Administrator/ Controller. Thereafter, the employee or appointee should suspend further activities related to the potential conflict unless continuation of such activities is approved by the County Administrator/Controller.
5. It is the responsibility of the Legislative and Human Resources Committee of the Board of Commissioners to act on statements of potential conflict, determine if a conflict exists, and take any action necessary to protect the County's interests. Where the Legislative and Human Resources Committee determines that a conflict of interest exists, it shall notify the affected employee or appointee of necessary corrective action before any penalty or remedy is imposed by the County. Failure to disclose a conflict will be subject to penalty or remedial action to be determined based upon the seriousness of the conflict and the performance record of the employee or appointee involved. Decisions of the Legislative and Human Resources Committee may be appealed to the Board of Commissioners by the affected employee or appointee.
6. This statement and policy shall be enforced independently of the County's normal disciplinary procedures. Conflicts of interest may be deemed to violate other provisions of County policy, in which case they will be remedied in accordance with those provisions. Conflicts of interest that are not the subject of other County policies may be remedied in accordance with this statement and policy.
7. The foregoing statement is to be understood to refer to all county affairs and any of the County's pension, retirement, savings or similar plans with which MPP employees, elected officials or appointees may be involved.

Attachment A

CONFLICT OF INTEREST STATEMENT

I have read and understand this Conflict of Interest Statement. There are no present or potential conflicts of interest other than those listed below. I have and will continue to observe the Conflict of Interest Policy. If in future, circumstances warrant a disclosure of a conflict of interest situation, I will submit an amended Statement within 10 days of my knowledge of the situation.

Signature

Date

DISCLOSURES: (Indicate none if applicable. Otherwise please provide a brief explanation of the conflict).

Attachment B

COUNTY BOARD, COMMISSION, OR COMMITTEE APPOINTEE

CONFLICT OF INTEREST STATEMENT

I have read and understand this Conflict of Interest Statement. There are no present or potential conflicts of interest other than those listed below. I have and will continue to observe the Conflict of Interest Policy. If in future, circumstances warrant a disclosure of a conflict of interest situation, I will submit an amended Statement within 10 days of my knowledge of the situation.

Signature

Date

PRINTED NAME

Board/Commission/Committee

Within 10 days of appointment to a County board, commission, or committee, an appointee must read and sign the statement agreeing to abide by the County's conflict of interest policy. Failure to sign the statement may result in an appointee's inability to serve on his/her board, commission, or committee.

DISCLOSURES: (Indicate none if applicable. Otherwise please provide a brief explanation of the conflict).

Attachment C

Conflict of Interest Policy

Key MPP Employees, Elected Officials and Board, Commission, or Committee
Appointees

AERONAUTICS

Aeronautics Executive Director
Aeronautics Executive Deputy Director
Facilities Management Director
Public Safety and Operations Director
Finance Division Director
Airport Planning Engineer
Civil Engineering Manager
Marketing & Communication Manager
Properties Administrator

BOARD OF COMMISSIONERS

Executive Assistant to the Board

BOARDS, COMMISSIONS, AND COMMITTEES

ALL APPOINTEES

BUREAU OF EQUALIZATION

Equalization Director
Equalization Deputy Director

CENTRAL SERVICES

Central Services Supervisor

CIRCUIT COURT

Circuit Court Administrator
Deputy Circuit Court Administrator
Finance Division Director

COMMUNITY DEVELOPMENT

Housing & Community Development Director
Community Development Manager

COOPERATIVE EXTENSION

Director of Cooperative Extension
Administrator – Cooperative Extension

COUNTY ADMINISTRATOR

County Administrator/Controller
Assistant County Administrator
Corporate Counsel
Assistant Corporate Counsel II
Assistant Corporate Counsel I

COUNTY CLERK/REGISTER OF DEEDS

County Clerk/Register of Deeds
Chief Deputy County Clerk
Chief Deputy Register of Deeds
Chief Deputy Circuit Court Clerk
Elections Director

DRAIN COMMISSION

Drain Commissioner
Deputy Drain Commissioner

FACILITIES MANAGEMENT

Facilities Management Director
Facilities Manager
Facilities Manager (Projects)

FISCAL SERVICES

Fiscal Services Director
Fiscal Services Deputy Director
Accounting Manager
Financial Supervisor
Budget Administration Manager
Risk Coordinator
Payroll Supervisor

FLEET SERVICES

Fleet Services Assistant Supervisor

FRIEND OF THE COURT

Friend of the Court

HEALTH DEPARTMENT

Medical Director
Administrative Health Officer
Deputy Administrative Health Officer
Finance Division Director
P.H. Division Directors (3)
 Environmental Health
 Nursing Administration
 Clinical Services
Medical Examiner
Deputy Medical Examiner

HUMAN RESOURCES

Human Resources Director
Labor Relations Manager/Attorney
Human Resources Deputy Director
Benefits/Compensation Manager
EEO/Compliance/Employee Relations Manager
Pension Plan Administrator

INFORMATION TECHNOLOGY

Information Technology Director
Deputy Director for Technology
Team Leader
Customer Service Coordinator

JUVENILE DETENTION

Juvenile Detention Center Superintendent
Detention Center Assistant Superintendent

PARKS DEPARTMENT

Parks Director
Parks Operations Manager
Parks Business Manager

PROBATE COURT

Probate Register

PROSECUTOR'S OFFICE

Prosecuting Attorney
Chief Assistant Prosecutor
Administrator-Prosecutor's Office

PUBLIC WORKS

Public Works Director
Engineering/Utility Services Division Director
Finance Division Director
WTE Division Director
Solid Waste Operations Division Director

PURCHASING

Purchasing/Fleet Services Manager
Purchasing Supervisor

SHERIFF/JAIL

Sheriff
Undersheriff
Chief Deputy
Sheriff's Administrative Officer
Facilities Management Director

VETERANS' SERVICES

Veterans' Services Manager

63RD DISTRICT COURT

District Court Administrator

TREASURER'S OFFICE

County Treasurer
Deputy County Treasurer

A-0.0 Code of Ethics and Conduct for Wexford County Commissioners

County Board Approval: December 4, 2019

A. Preamble.

1. The citizens of Wexford County are entitled to have a just, ethical and accountable local government that has earned the public's full confidence for integrity.
2. Furthermore, the effective functioning of government requires that public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and just in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.
3. To this end, the Wexford County Board of Commissioners adopts this Code of Ethics and Conduct to assure public confidence in the integrity of local government and its effective and just operation.

B. Code of Ethics and Conduct.

1. Acts in the public interest. Recognizing that stewardship of the public interest must be their primary concern, County Commissioners will work for the common good of the people of Wexford County and not for any private or personal interest, and they will assure just and equal treatment of all persons, claims, and transactions coming before the Board of Commissioners.
2. Compliance with law. County Commissioners shall comply with the laws of the nation, the State of Michigan, and Wexford County, in the performance of their public duties. Commissioners shall also comply with the Rules of Procedure as adopted by the Board.
3. Respect for process. County Commissioners shall perform their duties in accordance with the Rules of Procedures established by the County Board of Commissioners governing the deliberation of public policy issues and meaningful involvement of the public.
4. Conduct of public meetings. County Commissioners shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
5. Communication. County Commissioners shall publicly share substantive information that is relevant to the matter under consideration by the Board, which they may have received from sources outside of the public decision-making process.
6. Full disclosure.
 - a. A County Commissioner in the performance of his/her public duties shall not act upon any matter in which he/she may have a material financial interest, or where he/she may have a legal or fiduciary duty to another organization or entity or personal relationship that may give the appearance of a conflict of interest, without disclosing the full nature and extent of the interest to the other members of the County Board of Commissioners on the official record. Such disclosure must be made before the time to perform their duty or concurrently with the performance of the duty.

- b. The disclosure required by this section shall not supplant, but instead shall supplement any disclosure of a personal, contractual, financial, business, employment or pecuniary interest required by state statute and the Rules of Procedure A-1.0.6.a-b.
7. Gifts, favors, and loans
- a. A County Commissioner shall refrain from financial and business dealings that would tend to reflect adversely on the Commissioner's impartiality, interfere with the performance of his/her public duties or exploit his/her official position. A County Commissioner should not take any special advantage of services, goods, or opportunity for personal gain that is not available to the public in general.
 - b. A County Commissioner, a family member of a County Commissioner, a Trust in which a County Commissioner or other family member may be considered as a beneficiary of a Trust, and an entity (corporation, partnership, sole proprietorship, LLC) in which the County Commissioner or other family member has a financial interest, shall refrain from soliciting any gifts, loans or favors except that a Commissioner and a family member may:
 - 1) Accept a gift or honorarium, not exceeding a value of twenty-five dollars (\$25.00), for services rendered in the performance of their public duties or other activity devoted to the improvement of communities and the lives of citizens.
 - 2) Accept ordinary social hospitality; a gift, bequest, favor or loan from a relative; a wedding or engagement gift; a loan in the regular course of business from a lending institution on the same terms as generally available to the public; and a scholarship, grant or fellowship awarded on the same terms as applied to other applicants.
 - 3) Accept any other gift, favor or loan only if the donor is not a person or entity whose interests have come or are likely to come before the Board of Commissioners.
 - 4) Solicit and accept campaign contributions in accordance with federal and state law.
8. Confidential Information. County Commissioners shall respect the confidentiality of information concerning the property, personnel or affairs of the County. They shall neither disclose nor divulge to an unauthorized person confidential information acquired in the course of their duties in advance of the time prescribed for its authorized release to the public without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
9. Use of public resources. Public resources, including County staff time, equipment, supplies, and facilities, not available to the public in general shall only be used for the benefit of the public. County Commissioners may not use public resources for personal or private use.
10. Representation of private interests. In keeping with his/her role as stewards of the public interest, a County Commissioner shall not appear on behalf of the private interests of third parties, including a family member, a Trust in which a County Commissioner or other family member may be considered as a beneficiary of a trust, and an entity

(corporation, partnership, sole proprietorship, LLC) in which the County Commissioner or other family member has an interest, before the Board of Commissioners or any board, committee, commission or proceeding of the County.

11. Advocacy. County Commissioners shall represent the official policies or positions of the Board of Commissioners to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, County Commissioners shall neither state nor imply that they represent the opinions or positions of the Board of Commissioners or Wexford County, and must affirmatively state that it is their own opinion or position, and not that of the Board of Commissioners. Commissioners shall always be mindful of the needs of the entire county, and not just the district they represent.
12. Policy Role of Board of Commissioners.
 - a. County Commissioners shall respect and adhere to the Board-Administrator structure of Wexford County government. In this structure, the County Board of Commissioners, by its votes taken at properly noticed public meetings, determines the policies of the County with the advice, information, and analysis provided by the administrator, the public, subordinate boards, committees and commissions, and County Staff.
 - b. County Commissioners, individually or as a group, shall not interfere with the administrative functions of the County or the professional duties of County staff; nor shall they impair the ability of the County Administrator to implement Board of Commissioners policy decisions.
13. Independence of Boards, Committees and Commissions. Because of the value of the independent advice of subordinate boards, committees, and commissions to the public decision-making process, members of the Board of Commissioners shall, except when the Commissioner is a member of the public body, limit their participation in the proceedings of such subordinate public bodies to the communication of requested information and providing factual information relevant to the discussion at hand and shall not otherwise attempt to unduly influence the deliberations or outcomes of the proceeds. The Board shall be vigilant to maintain a sense of independence, and monitor board appointments to ensure that no conflicts are present in committee appointments, keeping in mind that any family, business, or personal relationships with committee members.
14. Positive workplace environment.
 - a. County Commissioners shall support the maintenance of a positive and constructive workplace environment for County employees and for citizens and businesses deal with the County. County Commissioners shall recognize their special role in dealings with County employees so as to in no way create the perception of inappropriate direction to staff nor give specific orders to subordinates of the County Administrator or County Counsel.
 - b. Because County Commissioner actions and comments contribute to the environment in which all County employees must work, in order to create and promote a positive work environment, no Board member shall give orders or direction to any subordinate of the County Administrator, either privately or publicly. Elected Officials may make inquiries or exchange information but cannot issue directives.

15. Compliance and enforcement.

- a. This Code of Ethics for Wexford County Commissioners expresses standards of ethical conduct expected for members of the Board of Commissioners themselves have the primary responsibility to assure that they understand and meet the ethical standards expressed in this code of ethics and that the public can continue to have full confidence in the integrity of government.
- b. All County Commissioners have a responsibility to act when they learn of actions of another County Commissioner that appear to be in violation of the Code of Ethics. Upon being notified of reasonable suspicion of a violation of the Code of Ethics, the Chairperson shall set, or any three Commissioners, by submission of a letter signed by the three Commissioners, may require the setting, of a public hearing at a regular or special meeting of the County Board of Commissioners to determine whether a violation of the Code of Ethics occurred and, if so, what sanctions shall be imposed for the violation.
- c. The Board of Commissioners may impose sanctions on County Commissioners whose conduct does not comply with the County's ethical standards by a super-majority vote of two-thirds voting in favor of such sanctions. Sanctions may include reprimand, formal censure, loss of committee assignment, restrictions on budget or travel, and removal from office by the governor in the manner and for the causes provided by law.
- d. A violation of this code of ethics shall not be considered a basis for challenging the validity of a County Board of Commissioners decision.

16. Implementation.

- a. As an expression of the standards of conduct for county Commissioners expected by the public, this Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when County Commissioners are thoroughly familiar with it and embrace its provisions.
- b. For this reason, ethical standards shall be included in the regular orientations for newly elected or appointed County Commissioners. At the first organizational meeting of the Board of Commissioners in January of each year, County Commissioners entering office shall sign a statement affirming that they have read and understand the Code of Ethics for Wexford County Commissioners.
- c. In addition, the Board of Commissioners shall annually review the Code of Ethics and Conduct for Wexford County Commissioners.

Commissioner Statement of Acknowledgment

As a member of the Wexford County Board of Commissioners, I agree to uphold the Code of Ethics and Conduct adopted by the County Commission and conduct myself by the following model of excellence. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives, and contributions;
- Help create an atmosphere of respect and civility where individual members, County staff, and the public are free to express their ideas and work to their full potential;
- Respect the dignity and privacy of individuals and organizations;
- Respect and maintain the nature of confidential and privileged information and opinions acquired as a result of my position;
- Conduct my public affairs with honesty, integrity, fairness and respect for others;
- Avoid and discourage conduct that is divisive or harmful to the best interests of Wexford County; and
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit.

I affirm that I have read and fully understand the Code of Ethics and Conduct for Wexford County Commissioners:

Signature: _____ Date: _____

Boards Commissioner's are on and Contact Information

Thomas Young District 1	Thomas Bardwell District 2	Kim Vaughan District 3	Doug DuRussel District 4	Dan Grimshaw District 5
Board of Public Works Robert Mantey 989-672-3820 rmantey@tuscolacounty.org	Behavioral Health Systems Board	Board of Health	Board of Health	Behavioral health Systems Board
County Road Commission Liaison Mike Tuckey 989-673-2128 mtuckey@tuscolaroad.org	Caro DDA/TIFA	County Planning Commission	Community Corrections Advisory Board David L. Stevens 810-664-5487 cstevens@lapeercounty.org	Recycling Advisory
Dispatch Authority Board Sandra Nielsen 989-673-8738 ext 2 snielsen@tuscolacounty.org	Economic Development Corp/Brownfield Redevelopment	Economic Development Corp/Brownfield Redevelopment	Depl. of Human Services/Medical Care Facility Liaison	Local Units of Government
Genesee Shiawassee Thumb Works Jody Kerbyson 810-233-5974 jkerbyson@gstmiworks.org	MAC 7th District	MAC Environmental Regulatory	Genesee Shiawassee Thumb Works Jody Kerbyson 810-233-5974 jkerbyson@gstmiworks.org	Jail Planning Committee
Great Start Collaborative No idea. Tom has never received anything from them	MAC Workers Comp Board	Mid-Michigan Mosquito Control Advisory Committee	Local Emergency Planning Committee (LEPC) Deputy Steven Anderson 989-673-5181 steveanderson@tuscolacounty.org	MI Renewable Energy Coalition (MREC)
Human Services Collaborative Council (HSCC) Tom has never attended a meeting and has no information on it.	TRIAD	NACO-Energy, Environment & Land Use	MAC Judiciary Committee	
Jail Planning Committee Sheriff Glen Skrent 989-673-8161 ext. 2226 ggs@tuscolacounty.org	Local Units of Government Activity Report	Parks and recreation Commission	MEMS-All Hazard	
MAC Agricultural/Tourism Committee Isabella Giacobone 800-258-1152 intern1@micounties.org		Tuscola County Fair Board Liaison	Local Units of Government Activity Report	
Region VI Economic Development Planning Hasn't meet in over a year no idea if they still meet		Local Units of Government Activity Report		
Saginaw Bay Coastal Initiative Dawn Herrigott 989-846-4565 ext 5 dawn.herrigott@mi.nacdn.net				
Senior Services Advisory Council Brian Neuville 989-673-4121 caro.org				
Tuscola 2020 Thomas Young 989-528-9016 tyoung@tuscolacounty.org This group hasn't meet in over a year and have no issues to discuss				
Local Units of Government Activity Report				

I



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] Tuscola HDM Projections through 9 30 2021.xlsx

1 message

Brian Neuville <briann@hdc-caro.org>

Wed, Jan 27, 2021 at 1:17 PM

To: Clayette Zechmeister <zclay@tuscolacounty.org>

Cc: Lori Offenbecher <lorio@hdc-caro.org>, Kristy Sutherland <kristys@hdc-caro.org>

Clayette,

I attached our request calculation for the overage in Home Delivered Meals for the current year. I did enter the \$25,000 that was already allocated to the calculation as a reduction. The current request would be for \$91,887 to allow us to continue at the current demand level for the service. Let me know if you need anything further from me and please send me the invite to the board meeting so I can get on the zoom meeting.

Thanks,

Brian

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Tuscola HDM Projections through 9 30 2021.xlsx
13K

HUMAN DEVELOPMENT COMMISSION

HOME DELIVERED MEAL PROJECTION OF SERVICE LEVELS THROUGH 9/30/2021

TUSCOLA

YTD Meals through 12/31/2020		25181
Current projected meals per month		8394
9 months to 9/30/2021		9
Remaining Production (Estimate)		75543
Total Annual Projected Meals (25,181 + 75,543)		100724
Current Region VII Contracted Units		67232
Projected Meals (Over) Contracted Amount		(33492)
Cost Per Meal	\$	3.49
Additional Cost (33,492 meals @ \$3.49 each)	\$	116,887
Additional Millage Allocation existing	\$	25,000
REQUEST TO MEET CURRENT DEMAND	\$	91,887

CONTINUED INCREASED DEMAND CAUSED BY COVID

1. Travel restrictions for individuals/caregivers (STAY AT HOME ORDER)
2. Staple products not available/limited at stores or more expensive
3. Congregate dining center closures.
4. People advised to self-quarantine

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	2021 AMENDED BUDGET	01/31/2021 NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 297 - VOTED SENIOR CITIZENS								
Revenues								
Dept 672 - HUMAN DEV COMM								
297-672-402.000	CURRENT/DELINQUENT TAXES	496,105.24	512,580.00	512,580.00	0.00	0.00	512,580.00	0.00
297-672-402.891	CURRENT TAX WIND REVENUE	97,011.72	123,227.00	123,227.00	0.00	0.00	123,227.00	0.00
297-672-665.000	INTEREST REVENUE	1,302.91	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 672 - HUMAN DEV COMM		594,419.87	636,807.00	636,807.00	0.00	0.00	636,807.00	0.00
TOTAL REVENUES		594,419.87	636,807.00	636,807.00	0.00	0.00	636,807.00	0.00
Expenditures								
Dept 672 - HUMAN DEV COMM								
297-672-700.010	HUMAN DEVELOPMENT COMMISSION	419,686.00	434,158.00	434,158.00	104,921.50	104,921.50	329,236.50	24.17
297-672-700.020	EXTRA HOME DELIVERED MEALS	60,621.00	25,000.00	25,000.00	6,407.50	6,407.50	18,592.50	25.63
297-672-700.070	HDC VEHICLE MAINT/SUPPORT	3,500.00	3,500.00	3,500.00	875.00	875.00	2,625.00	25.00
297-672-700.090	HDC SENIORS MISC. CARE	20,000.00	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00	25.00
297-672-700.150	VOLUNTEER MILEAGE	9,842.00	21,000.00	21,000.00	2,460.50	2,460.50	18,539.50	11.72
297-672-707.000	SALARIES - PER DIEM	0.00	200.00	200.00	0.00	0.00	200.00	0.00
297-672-715.000	F.I.C.A.	0.00	20.00	20.00	0.00	0.00	20.00	0.00
297-672-964.000	REFUNDS & REBATES	451.45	200.00	200.00	0.00	0.00	200.00	0.00
Total Dept 672 - HUMAN DEV COMM		514,100.45	504,078.00	504,078.00	119,664.50	119,664.50	384,413.50	23.74
Dept 673 - HEALTH DEPT								
297-673-700.040	FLU SHOTS	45.00	200.00	200.00	0.00	0.00	200.00	0.00
297-673-700.080	GERIATRIC PROGRAM	30,577.12	34,050.00	34,050.00	0.00	0.00	34,050.00	0.00
297-673-700.120	OTHER	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 673 - HEALTH DEPT		30,622.12	37,250.00	37,250.00	0.00	0.00	37,250.00	0.00
Dept 674 - SENIOR CITIZENS OTHER								
297-674-700.030	REGION VII AGENCY DUES	3,402.00	3,402.00	3,402.00	0.00	0.00	3,402.00	0.00
297-674-700.100	TRIAD	377.95	400.00	400.00	0.00	0.00	400.00	0.00
297-674-707.000	SALARIES - PER DIEM	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
297-674-715.000	F.I.C.A.	0.00	300.00	300.00	0.00	0.00	300.00	0.00
297-674-802.000	LEGAL	1,220.99	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
297-674-861.000	TRAVEL	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
297-674-891.000	ESCROW PORTION OF WIND REVENUE	0.00	18,352.00	18,352.00	0.00	0.00	18,352.00	0.00
297-674-955.000	SENIOR BALL/FAIR-SENIOR ALLIA	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
297-674-956.000	SENIOR DINNER/DANCE-SR.ADVISO	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
297-674-999.101	INDIRECT COSTS	7,197.00	8,697.00	8,697.00	0.00	0.00	8,697.00	0.00
Total Dept 674 - SENIOR CITIZENS OTHER		12,197.94	41,151.00	41,151.00	0.00	0.00	41,151.00	0.00
TOTAL EXPENDITURES		556,920.51	582,479.00	582,479.00	119,664.50	119,664.50	462,814.50	20.54
Fund 297 - VOTED SENIOR CITIZENS:								
TOTAL REVENUES		594,419.87	636,807.00	636,807.00	0.00	0.00	636,807.00	0.00
TOTAL EXPENDITURES		556,920.51	582,479.00	582,479.00	119,664.50	119,664.50	462,814.50	20.54
NET OF REVENUES & EXPENDITURES		37,499.36	54,328.00	54,328.00	(119,664.50)	(119,664.50)	173,992.50	220.26

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	2021 AMENDED BUDGET	01/31/2021 NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 297 - VOTED SENIOR CITIZENS								
BEG. FUND BALANCE		115,134.23	115,134.23	115,134.23	115,134.23			
NET OF REVENUES/EXPENDITURES - 2020					37,499.36		37,499.36	
END FUND BALANCE		152,633.59	169,462.23	169,462.23	32,969.09			



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Recycling Budget

1 message

Mike Miller <mmiller@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Mon, Feb 1, 2021 at 1:29 PM

Hello Clayette,

Recyclings fund balance at the end of 2021 on paper might be below \$14,000. Which is too low in my opinion. I feel that adjustments must be made to help shore up the fund balance, for this year.

Per our conversation I would like to request the following budget adjustments:

Travel

230-402-861-000 reduce the budget from \$1000 to \$0

Employee Training

230-402-957-000 reduce the budget from \$1000 to \$0

Environmental Education

230-402-958-000 reduce the budget from \$1000 to \$0

Household Hazardous Waste

203-402-960-000 reduce the budget from \$15,000 to \$7500

Indirect Costs

203-402-999-101 reduce the budget from \$66,968 to \$50,968

If the Board grants this request it will reduce our overall expense budget by \$34,000, and would put Recycling in a better overall position.

I will ask the Recycling Committee to approve of this request at our next meeting on February 4.

If you need anything else, please let me know.

Thanks,
Mike

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDDT USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	AMENDED BUDGET	01/31/2021 NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 330 - RECYCLING								
Revenues								
Dept 402 - RECYCLING								
230-402-402.000	CURRENT TAX	232,463.92	240,272.00	240,272.00	0.00	0.00	240,272.00	0.00
230-402-402.891	CURRENT TAX WIND REVENUE	45,474.11	57,762.00	57,762.00	0.00	0.00	57,762.00	0.00
230-402-443.000	SALES/ADOPTIONS	44,936.84	35,000.00	35,000.00	3,121.09	3,121.09	31,878.91	8.32
230-402-445.000	PAPER SHREDDING SERVICE	2,491.51	4,000.00	4,000.00	283.60	283.60	2,716.40	7.09
230-402-646.000	HOUSEHOLD HAZARDOUS WASTE	1,756.25	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
230-402-647.000	ELECTRONIC HAZARDOUS WASTE	2,363.50	3,000.00	3,000.00	176.00	176.00	2,824.00	5.87
230-402-648.000	TIRE DRIVE	2,228.60	2,000.00	2,000.00	5,602.50	5,602.50	13,602.50	280.13
230-402-665.000	INTEREST REVENUE	1,174.81	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
230-402-667.000	RENT - BLDG LEASES	2,174.00	1,850.00	1,850.00	800.00	800.00	1,050.00	43.24
230-402-674.000	CONTRIBUTIONS/DONATIONS	17.55	10.00	10.00	0.00	0.00	10.00	0.00
230-402-694.000	CASH OVER/SHORT	0.25	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 402 - RECYCLING		335,081.36	346,894.00	346,894.00	9,983.19	9,983.19	336,910.81	2.88
Dept 403 - EGLE/DEQ GRANT								
230-403-540.000	DEQ - CLEAN SHEEP GRANT	993.82	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 403 - EGLE/DEQ GRANT		993.82	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		336,075.18	346,894.00	346,894.00	9,983.19	9,983.19	336,910.81	2.88
Expenditures								
Dept 402 - RECYCLING								
230-402-700.000	SALARIES PERMANENT	125,934.04	130,458.00	130,458.00	7,983.87	7,983.87	122,474.13	6.12
230-402-706.020	HEALTH INSURANCE INCENTIVE	2,015.31	0.00	0.00	123.06	123.06	(123.06)	100.00
230-402-706.030	DISABILITY PLAN	1,211.62	1,215.00	1,215.00	104.31	104.31	1,110.69	9.59
230-402-704.040	UNUSED SICK TIME PAYOUT	1,734.07	0.00	0.00	0.00	0.00	0.00	0.00
230-402-705.000	SALARIES-PT/TEMP	52,032.56	56,895.00	56,895.00	3,195.11	3,195.11	51,699.89	5.82
230-402-706.000	SALARIES OVERTIME	33.82	0.00	0.00	0.00	0.00	0.00	0.00
230-402-707.000	SALARIES - PER DIEM	350.00	1,300.00	1,300.00	150.00	150.00	1,150.00	11.54
230-402-710.000	WORKERS COMPENSATION	3,143.79	3,257.00	3,257.00	65.08	65.08	3,191.92	2.00
230-402-711.000	HEALTH & DENTAL INSURANCE	26,934.53	24,750.00	24,750.00	2,671.43	2,671.43	23,078.57	10.79
230-402-715.000	F.I.C.A.	13,806.74	14,332.00	14,332.00	867.32	867.32	13,464.58	6.05
230-402-717.000	LIFE INSURANCE	188.88	180.00	180.00	15.74	15.74	173.26	8.33
230-402-718.000	RETIREMENT	13,393.68	14,360.00	14,360.00	1,213.45	1,213.45	11,140.55	6.45
230-402-718.100	POS IN LIEU OF RETIREMENT	10,409.09	10,358.00	10,358.00	869.96	869.96	9,488.04	8.40
230-402-737.000	SUPPLIES, PRINTING & POSTAGE	3,647.50	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00
230-402-746.000	UNIFORMS	0.00	500.00	500.00	0.00	0.00	500.00	0.00
230-402-747.000	GAS, OIL, GREASE & ETC	3,441.36	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
230-402-809.000	MEMBERSHIP/SUBSCRIPTIONS	200.00	200.00	200.00	0.00	0.00	200.00	0.00
230-402-851.000	TELEPHONE	2,223.07	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00
230-402-881.000	TRAVEL	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
230-402-891.000	ESCROW PORTION OF WIND REVENUE	0.00	8,603.00	8,603.00	0.00	0.00	8,603.00	0.00
230-402-901.000	ADVERTISING	698.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
230-402-910.000	INSURANCES	1,963.38	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
230-402-920.000	UTILITIES	7,815.19	7,500.00	7,500.00	415.81	415.81	7,084.13	5.54
230-402-932.000	EQUIP REPAIR & MAINT.	2,112.24	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
230-402-933.000	VEHICLE REPAIR & MAINTENANCE	279.77	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
230-402-955.000	MISC. EXPENSES	572.35	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
230-402-957.000	EMPLOYEE TRAINING	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
230-402-958.000	ENVIRONMENTAL EDUCATION	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
230-402-960.000	HOUSEHOLD HAZARDOUS WASTE	7,321.80	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	YTD BALANCE 01/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 230 - RECYCLING								
Expenditures								
230-402-961.000	ELECTRONIC HAZARDOUS WASTE	4,034.10	0.00	0.00	0.00	0.00	0.00	0.00
230-402-962.000	TIRE DRIVE	1,883.50	2,500.00	2,500.00	200.00	200.00	2,300.00	8.00
230-402-964.000	REFUNDS	212.94	500.00	500.00	0.00	0.00	500.00	0.00
230-402-970.000	EQUIPMENT/CAPITAL OUTLAY	71,688.90	0.00	0.00	0.00	0.00	0.00	0.00
230-402-970.001	BOBCAT	118.13	0.00	0.00	0.00	0.00	0.00	0.00
230-402-999.101	INDIRECT COSTS	42,573.00	66,968.00	66,968.00	0.00	0.00	66,968.00	0.00
Total Dept 402 - RECYCLING		402,023.36	385,785.00	385,785.00	17,875.14	17,875.14	367,909.86	4.63
Dept 403 - EGLE/DEQ GRANT								
230-403-959.000	CLEAN SWEEP	993.82	0.00	0.00	0.00	0.00	0.00	0.00
230-403-978.004	EGLE/DEQ GRANT TIRES	11,902.50	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 403 - EGLE/DEQ GRANT		12,896.32	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		414,919.68	385,785.00	385,785.00	17,875.14	17,875.14	367,909.86	4.63
Fund 230 - RECYCLING:								
TOTAL REVENUES		336,075.18	346,894.00	346,894.00	9,983.19	9,983.19	336,910.81	2.88
TOTAL EXPENDITURES		414,919.68	385,785.00	385,785.00	17,875.14	17,875.14	367,909.86	4.63
NET OF REVENUES & EXPENDITURES		(78,844.50)	(38,891.00)	(38,891.00)	(7,891.95)	(7,891.95)	(30,999.05)	20.29
BEG. FUND BALANCE		132,043.45	132,043.45	132,043.45	(78,844.50)	(78,844.50)	(78,844.50)	
NET OF REVENUES/EXPENDITURES - 2020		53,198.95	93,152.45	93,152.45	45,307.00	45,307.00		
END FUND BALANCE								

Net Fund Balance
if not corrected
\$14,308

TUSCOLA COUNTY, MICHIGAN
2 CFR PART 200 COST ALLOCATION PLAN

FY 2019
09/25/20

Summary Schedule

Department	FOC/DP	216 Family Counsel	218 Dispatch/911	221 Health Dept	224 Regional DWI Court Grant	225 Vassar Police	230 Recycling	232 Millington Police	233 Mental Health Court	236 Victims Services
1 Building Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2 Equipment Depreciation	0	0	0	0	25	0	0	0	0	0
3 101-104 Postage	0	0	0	0	0	0	10	0	0	0
4 101-202 Professional Services	0	227	1,244	388	494	292	988	267	271	275
5 101-211 Legal Services	0	17	2,617	0	1,884	801	3,952	1,694	420	1,010
6 101-215 Clerk	0	7	520	0	154	46	349	59	32	67
7 101-223 Controller	0	243	37,322	1,841	8,332	3,470	19,737	5,171	2,565	4,941
8 101-253 Treasurer	0	3,161	11,929	4,992	3,740	2,361	8,896	1,881	2,203	2,196
9 101-259 Computer Ops	72,509	0	21,745	0	6,277	154	4,328	287	77	204
10 101-265 Building & Grounds	0	0	27,517	0	0	0	26,225	0	0	0
11 101-266 Human Svcs Bldg Maint	0	0	0	0	0	0	0	0	0	0
12 101-303 Security	0	0	0	0	0	0	0	0	0	0
13 101-865 Insurance	0	1	2,379	5,407	392	(2)	943	(17)	106	274
14 101-863 Sick & Vacation Fringes	0	0	(6,341)	0	823	464	1,539	233	232	614
Total Current Allocations	72,509	3,656	98,930	12,627	21,922	7,608	66,968	9,574	5,905	9,579
Less: Prior Year Allocations	72,390	0	0	0	0	0	0	0	0	0
Carry-Forward	119	0	0	0	0	0	0	0	0	0
Proposed Costs	\$72,628	\$3,656	\$98,930	\$12,627	\$21,922	\$7,608	\$66,968	\$9,574	\$5,905	\$9,579



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

K

Fwd: [EXTERNAL] G2G Cloud Solutions I.T. Service Agreement Amendment

1 message

Eean Lee <eean.lee@tuscolacounty.org>
 To: Clayette Zechmeister <zclay@tuscolacounty.org>

Thu, Jan 28, 2021 at 1:21 PM

I need to get this on the agenda for the next meeting.

This is an amendment to our agreement with Oakland County. This will allow them to process credit cards for us, online.

Thanks,

Eean Lee

Chief Information Officer
 Tuscola County
 www.tuscolacounty.org
 989-672-3773 (Office)

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

From: Talia, Valerie <laliav@oakgov.com>
 Date: Thu, Jan 28, 2021 at 11:32 AM
 Subject: [EXTERNAL] G2G Cloud Solutions I.T. Service Agreement Amendment
 To: Eean Lee <eean.lee@tuscolacounty.org>
 Cc: Powers, Kristine Michele <powersk@oakgov.com>

Hi Eean,

I hope this email finds you well. As promised, I have attached the Amendment of the I.T. Service Agreement for G2G Cloud Solutions. A copy of the original I.T. Service Agreement is attached for your reference. The instructions for executing the Amendment are below.

To execute the Amendment:

1. Obtain the appropriate approval from your County Board with dated signatures and witness on **page 2 of the Amendment**.
2. Obtain a certified copy of the resolution or minutes from your Public Body that gives authorizing signatory permission to sign this Amendment.
3. Please **REPLY ALL TO THIS EMAIL** with the following items:
 - A scanned copy of the **SIGNED COPY WITH ALL PAGES** of the Amendment.
 - A scanned copy of the of the certified resolution or minutes.

Contact Information:

- Questions regarding G2G Cloud Solutions can be directed to Val Talia at 248-670-4107.
- Questions regarding the I.T. Service Agreement or Amendment can be directed to Kristine Powers at powersk@oakgov.com or (248) 858-1382.

**AMENDMENT 1
TO AGREEMENT FOR I.T. SERVICES
BETWEEN
OAKLAND COUNTY AND TUSCOLA COUNTY**

This Amendment of the I.T. Services Agreement ("Amendment") is made and entered into between the County of Tuscola ("Public Body") 207 E Grant Street, Caro, MI 48723 and the County of Oakland, ("County"), a Michigan Constitutional Corporation, whose address is 1200 N. Telegraph Road, Pontiac, Michigan 48341.

Public Body and County shall be collectively referred to as "The Parties".

The Parties agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their I.T. Services Interlocal Agreement, ("Agreement"), which was executed on April 2, 2019.

The Parties agree to amend the Agreement as follows:

1. All defined words or phrases in the Agreement between the Parties will apply equally throughout this Amendment.
2. Any and all other terms and conditions set forth in the Agreement between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as expressly provided in this Amendment.
3. Exhibit 1 (Online Payments) and Exhibit II (Over The Counter Payments) which are attached to this Amendment, are added and incorporated into the Agreement.
4. Section 1.11 of the Agreement shall be amended to indicate selection of exhibit(s): I, II, VIII and X.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations and agreements set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of Public Body and County and by doing so legally obligate and bind Public Body and County to the terms and conditions of this Amendment.

IN WITNESS WHEREOF,
hereby acknowledges that he/she has been authorized by a resolution of the Public
Body a certified copy of which is attached, to execute this Agreement on behalf of
Public Body and hereby accepts and binds Public Body to the terms and conditions of
this Agreement.

EXECUTED: _____
Thomas Bardwell
BOC Chairman

DATE: _____

WITNESSED: _____

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of
Commissioners, hereby acknowledges that he has been authorized by a resolution of
the Oakland County Board of Commissioners to execute this Agreement on behalf of
Oakland County, and hereby accepts and binds Oakland County to the terms and
conditions of this Agreement.

EXECUTED: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
County Board of Commissioners

DATE: _____

EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

INTRODUCTION

- 1) County will provide an I.T. Service where the general public can make payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card or electronic check, utilizing the Internet.
- 2) Public Body will be responsible for placing the URL provided by County onto their website for this service.
- 3) If requested by Public Body, County will provide a single public web page that will reside on County server(s) and include basic information with links to the I.T. Service for Online Payments. County will not provide content management. County will provide basic design template customization (header and colors) and minimal content (basic contact information). URLs will have a G2Gcloud.com domain name. County has sole discretion as to what may be placed on this one page website.
- 4) Public Body will include the URL in printed or electronic communications to the general public regarding this service.
- 5) Public Body shall respond to all questions from the general public regarding payments. County shall refer questions regarding the amount of payment due or owing to Public Body.
- 6) County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
- 7) The general public shall be required to pay County an Enhanced Access Fee to use this I.T. Service. County will use Enhanced Access Fees to recover costs associated with this I.T. Service.
- 8) The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
- 9) The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The funds for the Enhanced Access Fee will be deposited into an account owned by County.

ONLINE PAYMENTS EXHIBIT I

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department. Public Body will designate two representatives to act as a primary and secondary Points of Contact with County.

SUPPORT SERVICES

Support services to be provided by County will include:

Service Access

Access to the I.T. Service is via an internet browser. The URL for the general public to initiate the Online Payments service will be provided by County.

The URL for Public Body to view activity reports and to perform all administrative functions and for the general public to maintain recurring payments will be provided by County.

SUPPORT PROCEDURES

I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

ONLINE PAYMENTS EXHIBIT I

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments, Over The Counter Payments and/or Pay Local Taxes. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.

Definitions:

Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user

County's Cost for Transactional Fees – Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.

Fees Shared Back with Public Body -- Funds your agency will receive

To illustrate:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 35%</u>	County's Cost for Transactional Fees
- <u>\$1750</u>	Transactional Fees Deducted from Gross Enhanced Access Fees
\$3250	Net Enhanced Access Fees Remaining
<u>x 50%</u>	50% Shared Back with Public Body
\$1625	Fees Shared Back with Public Body

ONLINE PAYMENTS EXHIBIT I

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service for the general public via the URL provided by County on the web site owned by Public Body.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT II
I.T. SERVICES AGREEMENT
OVER THE COUNTER PAYMENTS

INTRODUCTION

1. County will provide an I.T. Service where the general public can make Over the Counter Payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card.
2. Public Body shall respond to all questions from the general public regarding payments.
3. County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
4. The general public shall be required to pay County a fee to use this I.T. Service. County will use fees to recover costs associated with this I.T. Service.
5. The fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.
6. The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the fee. The payment to Public Body will be deposited in Public Body's designated account. The fee will be deposited into an account owned by County.

OVER THE COUNTER CREDIT CARD PAYMENTS EXHIBIT II

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department. Public Body will designate two representatives to act as primary and secondary Points of Contact with County.

SUPPORT SERVICES

Support services to be provided by County will include:

Service Access

Access to the I.T. Service is via a credit card reader provided by County attached to a computer with a connection to an Internet website run by County.

The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

SUPPORT PROCEDURES

I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

OVER THE COUNTER CREDIT CARD PAYMENTS EXHIBIT II

SHARING OF NET ENHANCED ACCESS FEES

Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments , Over The Counter Payments and/or Pay Local Taxes. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. The Court and its Funding Unit or Units are responsible for agreeing upon the final allocation of any fees shared under this plan. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

- County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.

Definitions:

Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user

County's Cost for Transactional Fees –Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.

Fees Shared Back with Public Body – Funds your agency will receive

To illustrate:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 35%</u>	County's Cost for Transactional Fees
- \$1750	Transactional Fees Deducted from Gross Enhanced Access Fees
\$3250	Net Enhanced Access Fees Remaining
<u>x 50%</u>	50% Shared Back with Public Body
\$1625	Fees Shared Back with Public Body

OVER THE COUNTER CREDIT CARD PAYMENTS EXHIBIT II

ACCESS TO SERVICE

Public Body will provide access to this I.T. Service for the general public via computer owned by Public Body on the premise of the Public Body. This computer may be operated by Public Body staff or made available directly to the general public.

PROVISION AND MAINTENANCE OF DATA

Public Body must use the same credit card processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third party entities.

Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
County of Tuscola

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the County of Tuscola ("Public Body") 207 E Grant St, Caro, MI 48723. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. Day means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. Public Body means the County of Tuscola which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. Public Body Employee means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. Points of Contact mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. I.T. Services means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
- 1.9.1. Online Payments mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
- 1.9.2. Over The Counter Payments means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
- 1.9.3. Pay Local Taxes means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
- 1.9.4. Jury Management System means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
- 1.9.5. Web Publishing Suite means the ability for Public Bodies to have and/or manage a public web presence using standard County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
- 1.9.6. Data Center Use & Services means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.9.15. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
 - Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Web Publishing Suite
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services

- X Exhibit VIII: Oaknet Connectivity
- Exhibit IX: Internet Service
- X Exhibit X: CLEMIS
- Exhibit XI: ArcGIS Online
- Exhibit XII: Data Sharing
- Exhibit XIII: Pictometry Licensed Products
- Exhibit XIV: Security Best Practice Advice
- Exhibit XV: Collaborative Asset Management System (CAMS)

2. COUNTY RESPONSIBILITIES.

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.

2.5. Auditing. County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. Training and Information Resources. County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. PUBLIC BODY RESPONSIBILITIES.

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address

- 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
 - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
 - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
 - 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
 - 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT.

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. PAYMENTS.

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. Possible Additional Services and Costs. If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for,

identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.

- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or

immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

- 6.6. 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.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to

County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **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.

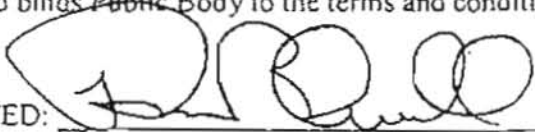
16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of 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.

17. **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.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
19. **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 or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **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: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Eean Lee, 207 E Grant St, Caro, MI 48723.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.

23.2. 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, Thomas Bardwell hereby acknowledges that he/she has been authorized by a resolution of the County of Tuscola, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: 
Thomas Bardwell
BOC Chairman

DATE: 02-20-2019

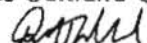
WITNESSED: Bruce Francisco

DATE: 2-28-19


AGREEMENT
ADMINISTRATOR: _____
(IF APPLICABLE)

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: 
David T. Woodward (Apr 2, 2019)
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE **David T. Woodward**
E-signed 2019-04-02 11:14AM EDT
woodward4cc@yahoo.com

WITNESSED: 
Jo Ann Stringfellow (Apr 2, 2019)
Oakland County Board of Commissioners
County of Oakland

DATE **Jo Ann Stringfellow**
E-signed 2019-04-02 11:58AM EDT
stringfellowj@oakgov.com
Oakland County IT Accounts Payable

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

1. County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
2. County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
3. County shall provide a single port by which Public Body may connect its internal network to OakNet
4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

PUBLIC BODY RESPONSIBILITIES.

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

OakNet Connectivity Exhibit VIII

5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.
6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
9. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

SERVICE SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. DEFINITIONS. The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. CLEMIS is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board) is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. CLEMIS Applications are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. CLEMIS Consortium is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. CLEMIS Division is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. CLEMIS Fee is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. CLEMIS Member means the Public Body that executes this Exhibit and complies with this Agreement.

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EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

- 1.8. CLEMIS Website is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. Criminal Justice Information Services ("CJIS") Security Policy is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
- 1.10. Fire Records Management System ("FRMS") is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. Provision of CLEMIS Applications. County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. Compliance with Laws, Rules, Regulations, and Policies. County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. No Verification of Data. County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Execution of Exhibit VIII. Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. Execution of Management Control Agreement. Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. Compliance with Laws, Rules, Regulations, and Policies. Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
- 3.4. Access to CLEMIS. Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly.

- to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. Security/Background Checks. Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
 - 3.6. Data Entry. Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
 - 3.7. Data Ownership. All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
 - 3.8. Data Accuracy. Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
 - 3.9. Data Update/Expungement/Redaction. Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
 - 3.10. Access to Public Body Facilities. Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
 - 3.11. Provision of Hardware/Equipment. The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
 - 3.12. Changes or Alternations to Public Body Facilities. If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
 - 3.13. E-Mail Address. Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
 - 3.14. Cooperation. Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.

- 4.1. Request by Public Body for Public Body Data. Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. Freedom of Information Act Request/Court Orders to County for Public Body Data. County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.
- 4.3. Continuous Access to Public Body Data by Third Parties.
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. Providing Public Body Data to Third Parties. County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. Costs for Providing Public Body Data. If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

- 4.6. Protected Health Information. If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. County not Responsible for Third Party Use of Data. Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

5. FINANCIAL RESPONSIBILITIES—CLEMIS FEE

- 5.1. Payment of CLEMIS Fee. Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. Establishment of CLEMIS Fee. The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. Review of CLEMIS Fee. The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. CLEMIS and FRMS Funds. County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter "CLEMIS Fund and FRMS Fund").
- 5.5. Deposit of CLEMIS Fee. All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County's fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. Financial Statement for CLEMIS and FRMS Funds. The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her

designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

- 5.7. Refund of CLEMIS Fee for Operational Problems. Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.
6. COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION. If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:
- 6.1. Placement of URL. Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports. County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. Security of Data. County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
- 6.4. No Interference with Contract. Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. Enhanced Access Fee. Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. Payment Transaction for Payment Application. When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. Amount of Enhanced Access Fee for Payment Application. The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of

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EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. Amount of Enhanced Access Fee for Purchase Application. The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. Amount of Fee for Crash/Accident Report. Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports. Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. Obligations and Responsibilities if Public Body is a Court.
 - 6.11.1. Access to Website. If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
 - 6.11.2. Contract for Credit Card Processing. If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
 - 6.11.3. Separate Depository Bank Account. If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. Establishment and Purpose of CLEMIS Advisory Committee. The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and

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EXHIBIT X

1.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. Composition of CLEMIS Advisory Committee. The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. CLEMIS Advisory Committee Meetings. The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. CLEMIS Advisory Committee Officers. Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. CLEMIS Advisory Committee—Subcommittees. The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. TRAINING. Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. SUPPORT AND MAINTENANCE SERVICES. County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.
10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.
 - 10.1. Use of CLEMIS & CLEMIS Applications. Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
 - 10.2. Use and Access to Public Body's Data. Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.

- 10.3. Transition of Data upon Termination/Cancellation. Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. Obligation to Pay CLEMIS Fee Upon Termination/Cancellation. Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

- | | | | | |
|-------------------------------------|--|--|------------------------------------|-----------------------------------|
| <input type="checkbox"/> | <u>Tier 1</u> | <input type="radio"/> 16 or more FTE's | <input type="radio"/> 6 - 15 FTE's | <input type="radio"/> 1 - 5 FTE's |
| <input type="checkbox"/> | <u>Tier 2</u> | <input type="radio"/> 16 or more FTE's | <input type="radio"/> 6 - 15 FTE's | <input type="radio"/> 1 - 5 FTE's |
| <input type="checkbox"/> | <u>Tier 2.5</u> | <input type="radio"/> 16 or more FTE's | <input type="radio"/> 6 - 15 FTE's | <input type="radio"/> 1 - 5 FTE's |
| <input type="checkbox"/> | <u>Tier 3</u> | <input type="radio"/> 16 or more FTE's | <input type="radio"/> 6 - 15 FTE's | <input type="radio"/> 1 - 5 FTE's |
| | <u>Tier 4</u> Rescinded | | | |
| | <u>Tier 5</u> Rescinded | | | |
| <input checked="" type="checkbox"/> | <u>Tier 6 (eCLEMIS)</u> | <input type="radio"/> 19 or more FTE's | <input type="radio"/> 6 - 18 FTE's | <input type="radio"/> 1 - 5 FTE's |
| <input type="checkbox"/> | <u>Tier 7</u> Public Safety Answering Point (PSAP)/Central Dispatch Center | | | |
| <input type="checkbox"/> | <u>Tier 8</u> Jail Management (outside Oakland County) | | | |
| <input type="checkbox"/> | <u>Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan</u> (does not contribute any data) | | | |
| <input type="checkbox"/> | <u>District Court in Oakland County</u> (excluding 52nd District Courts) | | | |
| | | <input type="radio"/> Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional. | | |
| | | <input type="radio"/> Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application. | | |
| <input type="checkbox"/> | <u>District Court outside Oakland County</u> | | | |
| | | <input type="radio"/> Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional. | | |
| | | <input type="radio"/> Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application. | | |
| <input type="checkbox"/> | <u>Circuit Court</u> (outside Oakland County - does not contribute any data) | | | |
| <input type="checkbox"/> | <u>Prosecutor Office</u> (outside Oakland County, does not contribute any data) | | | |
| <input type="checkbox"/> | <u>FRMS Participant</u> (Fire Records Management System) | | | |

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

- Mobile Data Computers ("MDC")
 WITH County provided wireless WITHOUT County provided wireless
 CAD Only WITHOUT County provided wireless

- Livescan
 WITH printer WITHOUT printer

- Mugshot
 Capture Station and Investigative Investigative Only

- Jail Management
 CLEMIS Member located in Oakland County
 CLEMIS Member located outside Oakland County

- OakVideo (CLEMIS Member located outside Oakland County)

- Crime Mapping Application

Vendor name: TriTech Software Systems

Address: 9477 Walpes Street, Suite 100, San Diego, CA 92121

Contact: Chris Baldwin

Phone: (858) 688-3041

Email: chris.baldwin@tritech.com

- Pawn Application

- Fire Records Management System in Oakland County

Phase I

Phase II

- Fire Records Management System Outside Oakland County

- Fire Department Data Extract (provide third party vendor information below)

In Oakland County

Outside Oakland County

Vendor name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____



CRASH Report Payment Amount: _____



Enhanced Access Fee Disbursement Instructions



Disbursement when Requested



Disbursement Quarterly

Make Check Payable to:



OPT-OUT of Exhibit V (OakNet Connectivity) OakNet connectivity is not needed

COUNTY:

[Signature]
CLEMIS Division Manager

3-4-19
Date

PUBLIC BODY:

[Signature]

TUSCOLA COUNTY

Title/Name:

BOARD CHAIR THOMAS BARDWELL

Signature:

[Signature]

02-28-2019

Date

(to be completed by Public Body)



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Budget Amendment Request/Purchase

Robert Baxter <rbaxter@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Thu, Jan 28, 2021 at 8:41 AM

Clayette,

I am requesting a budget amendment/use of fund balance for the purchase of firearms for the road. Due to the trend, age/wear of current firearms & cost of ammo we feel this would be a good time to changeover to a S&W 9mm semi automatic. \$15,019.50 includes the cost of 30 weapons & holsters. These will cover the road patrol-full time, part time road patrol and a few extra required to have on hand in the event of a shooting/damage/loss. I am requesting \$16,000 to be transferred to include any shipping costs.

2020-M-240 Motion by Young, seconded by Vaughan that per the request from Undersheriff Baxter to approve the use of fund balance to purchase firearms for the road patrol deputies in the amount of approximately \$16,000. Also, approve all necessary budget amendments. Roll Call Vote: Jensen - yes; Grimshaw - no; Young - yes; Vaughan - yes; Bardwell - yes. Motion Carried.

This was previously approved by the BOC (11/12/2020). The weapons have been ordered, however we have not been billed and we are still waiting for the order to be filled. I am requesting that this now be approved for the 2021 budget.

[Quoted text hidden]

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021	2021	YTD BALANCE	ACTIVITY FOR	AVAILABLE	* BDOT USPD
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	AMENDED BUDGET	01/31/2021 NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 207 - ROAD PATROL								
Revenues								
Dept 309 - ROAD PATROL								
207-309-402.000	CURRENT/DEL/INDUST. TAX	2,062,366.08	2,130,412.00	2,130,412.00	0.00	0.00	2,130,412.00	0.00
207-309-402.891	CURRENT TAX WIND REVENUE	403,207.74	512,160.00	512,160.00	0.00	0.00	512,160.00	0.00
207-309-501.000	BULLET PROOF VEST GRANT (DOJ)	2,400.00	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00
207-309-502.000	MURMA GRANT	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
207-309-582.000	ENBRIDGE GRANT	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
207-309-583.000	RURAL DEVELOPMENT GRANTS	45,800.00	0.00	0.00	0.00	0.00	4,000.00	0.00
207-309-566.000	JANKS GRANT (COMM FOUNDATION)	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
207-309-642.000	WEAPON SALES	882.75	0.00	0.00	1,510.30	1,510.30	(1,510.30)	100.00
207-309-646.000	AUCTION SALES	15,829.92	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
207-309-665.000	INTEREST EARNED	10,668.28	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00
207-309-676.000	REIMBURSEMENTS	5,373.62	5,000.00	5,000.00	195.50	195.50	4,804.50	3.91
207-309-676.300	REIMBURSEMENT MATERTOWN TWP	33,952.47	30,000.00	30,000.00	2,755.79	2,755.79	27,244.21	9.19
207-309-676.331	REIMB MARINE LEASE VEHICLE	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
207-309-691.000	MISCELLANEOUS REVENUE	0.00	100.00	100.00	0.00	0.00	100.00	0.00
Total Dept 309 - ROAD PATROL		2,580,480.86	2,707,572.00	2,707,572.00	4,461.59	4,461.59	2,703,110.41	0.16
Dept 312 - HIGHWAY SAFETY OHSP GRANT								
207-312-539.000	OHSP GRANT	0.00	24,537.00	24,537.00	0.00	0.00	24,537.00	0.00
Total Dept 312 - HIGHWAY SAFETY OHSP GRANT		0.00	24,537.00	24,537.00	0.00	0.00	24,537.00	0.00
Dept 321 - ALCOHOL ENFORCEMENT								
207-321-575.000	LIQUOR LICENSE FEES ACT 58	9,936.85	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 321 - ALCOHOL ENFORCEMENT		9,936.85	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
TOTAL REVENUES		2,590,417.71	2,742,109.00	2,742,109.00	4,461.59	4,461.59	2,737,647.41	0.16
Expenditures								
Dept 309 - ROAD PATROL								
207-309-703.000	SALARIES SUPERVISION	39,211.96	40,053.00	40,053.00	2,464.79	2,464.79	37,588.21	5.15
207-309-704.000	SALARIES PERMANENT	981,069.36	1,101,675.00	1,101,675.00	57,034.14	57,034.14	1,044,640.86	5.18
207-309-704.010	SHERIFF ROAD/SHIFT PREMIUM	5,442.39	5,000.00	5,000.00	307.40	307.40	4,692.60	5.15
207-309-704.020	HEALTH INSURANCE INCENTIVE	2,015.31	2,000.00	2,000.00	123.06	123.06	1,876.94	5.15
207-309-704.030	DISABILITY PLAN	9,682.69	10,124.00	10,124.00	705.79	705.79	9,418.21	5.97
207-309-704.040	UNUSED SICK/VAC TIME PAYOUT	10,299.50	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
207-309-704.050	SICK/VAC PAYOUT	9,415.70	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00
207-309-705.000	SALARIES - FT/TEMP	5,386.11	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
207-309-706.000	SALARIES OVERTIME	86,189.68	100,000.00	100,000.00	4,619.21	4,619.21	95,380.79	4.62
207-309-710.000	WORKERS COMPENSATION	10,691.75	21,716.00	21,716.00	361.53	361.53	21,354.47	1.66
207-309-711.000	HEALTH & DENTAL INSURANCE	344,762.13	302,285.00	302,285.00	30,447.19	30,447.19	271,837.81	10.07
207-309-715.000	F.J.C.A.	88,738.85	84,614.00	84,614.00	4,948.68	4,948.68	79,665.32	5.85
207-309-717.000	LIFE INSURANCE	1,329.35	1,211.00	1,211.00	105.46	105.46	1,105.54	3.71
207-309-718.000	RETIREMENT	130,529.69	150,903.00	150,903.00	12,175.62	12,175.62	138,727.38	3.07
207-309-718.100	POB IN LIEU OF RETIREMENT	63,207.66	62,299.00	62,299.00	3,929.03	3,929.03	58,369.97	5.31
207-309-727.000	TIRES/REGISTRATION	6,582.72	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00
207-309-742.000	SUPPLIES, PRINTING, POSTAGE	5,007.54	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
207-309-746.000	UNIFORM & ACCESSORIES	14,089.21	25,000.00	25,000.00	600.00	600.00	24,400.00	2.40
207-309-747.000	GAS OIL, GREASE, ETC.	26,060.45	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00
207-309-776.000	JANITORIAL SUPPLIES	500.00	500.00	500.00	0.00	0.00	500.00	0.00

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	2021 AMENDED BUDGET	01/31/2021 NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 207 - ROAD PATROL								
Expenditures								
207-309-801.000	CONTRACTED SERVICES	0.00	50.00	50.00	0.00	0.00	50.00	0.00
207-309-801.010	BACKGROUND INVESTIGATIONS	969.46	600.00	600.00	0.00	0.00	600.00	0.00
207-309-802.000	LEGAL/PROF SERVICES	5,074.78	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
207-309-809.000	MEMBERSHIPS & SUPSCRIPTIONS	160.00	200.00	200.00	0.00	0.00	200.00	0.00
207-309-814.000	LAUNDRY - EMPLOYEE	6,482.67	8,000.00	8,000.00	242.73	242.73	7,757.27	3.03
207-309-818.000	IMPOUNDING COSTS	998.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
207-309-835.000	HEALTH SERVICES	334.00	900.00	900.00	0.00	0.00	900.00	0.00
207-309-835.010	HEALTH SERVICES BLOOD ALCOHOL	2,249.91	1,600.00	1,600.00	36.84	36.84	1,563.16	2.30
207-309-851.000	TELEPHONE	595.62	600.00	600.00	50.00	50.00	550.00	8.33
207-309-851.010	CELLULAR PHONES/AIRCARDS	7,628.66	20,000.00	20,000.00	586.50	586.50	19,413.50	2.93
207-309-861.000	TRAVEL	68.29	200.00	200.00	0.00	0.00	200.00	0.00
207-309-891.000	ESCROW PORTION OF WIND REVENU	0.00	76,277.00	76,277.00	0.00	0.00	76,277.00	0.00
207-309-910.000	INSURANCE & BONDS	34,741.41	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00
207-309-931.000	K-9 COST	1,484.92	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00
207-309-932.000	EQUIPMENT REPAIR & MAINTENANC	50,018.90	50,000.00	50,000.00	3,144.00	3,144.00	46,856.00	6.29
207-309-933.000	VEHICLE REPAIR & MAINTENANCE	9,868.85	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
207-309-934.000	OFFICE EQUIPMENT REPAIR & MAI	200.95	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
207-309-935.000	CLEMIS SOFTWARE	2,996.75	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00
207-309-942.000	EQUIPMENT RENTAL	2,940.72	6,500.00	6,500.00	383.24	383.24	6,116.76	5.90
207-309-957.000	EMPLOYEE TRAINING	17,500.98	20,000.00	20,000.00	210.00	210.00	19,790.00	1.05
207-309-957.100	ACADEMY TRAINING	394.59	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
207-309-964.000	REFUNDS & REBATES	1,878.08	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
207-309-970.000	COMPUTERS	1,250.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
207-309-971.000	PORTABLE RADIOS/IN-CAR CAMERA	17,068.00	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
207-309-975.000	FIREARMS AND AMMO	6,649.80	0.00	0.00	0.00	0.00	0.00	0.00
207-309-981.000	VEHICLES	308,378.10	200,000.00	200,000.00	(540.87)	(540.87)	200,540.87	(0.27)
207-309-983.000	ENBRIDGE GRANT EXPENSE	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
207-309-984.000	RURAL DEV GRANT EXPENSE	44,084.50	0.00	0.00	0.00	0.00	0.00	0.00
207-309-986.000	JANKS GRANT (COMM FOUND) EXPE	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
207-309-987.000	BULLET PROOF VEST (DOJ)	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00
207-309-999.101	INDIRECT COST GF	68,358.00	91,105.00	91,105.00	0.00	0.00	91,105.00	0.00
Total Dept 309 - ROAD PATROL		2,435,098.00	2,694,912.00	2,694,912.00	121,934.34	121,934.34	2,572,977.66	4.52
Dept 312 - HIGHWAY SAFETY OHSP GRANT								
207-312-704.030	DISABILITY PLAN	4.49	0.00	0.00	0.00	0.00	0.00	0.00
207-312-706.000	OVERTIME	348.36	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
207-312-710.000	WORK COMP	6.97	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
207-312-715.000	F.I.C.A.	26.95	1,530.00	1,530.00	0.00	0.00	1,530.00	0.00
207-312-717.000	LIFE INSURANCE	0.87	0.00	0.00	0.00	0.00	0.00	0.00
207-312-718.000	RETIREMENT	0.00	1,007.00	1,007.00	0.00	0.00	1,007.00	0.00
207-312-718.100	POB IN LIEU OF RETIREMENT	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 312 - HIGHWAY SAFETY OHSP GRANT		387.64	24,537.00	24,537.00	0.00	0.00	24,537.00	0.00
Dept 321 - ALCOHOL ENFORCEMENT								
207-321-704.010	LIQUOR LAW/SHIFT PREMIUM	7.25	75.00	75.00	0.00	0.00	75.00	0.00
207-321-704.030	DISABILITY PLAN	12.99	0.00	0.00	0.00	0.00	0.00	0.00
207-321-706.000	SALARIES OVERTIME	2,867.46	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
207-321-710.000	WORKERS COMPENSATION	19.99	45.00	45.00	0.00	0.00	45.00	0.00
207-321-715.000	F.I.C.A.	220.75	689.00	689.00	0.00	0.00	689.00	0.00
207-321-717.000	LIFE INSURANCE	1.63	10.00	10.00	0.00	0.00	10.00	0.00
207-321-718.000	RETIREMENT	524.27	900.00	900.00	0.00	0.00	900.00	0.00
207-321-718.100	POB IN LIEU OF RETIREMENT	117.89	500.00	500.00	0.00	0.00	500.00	0.00

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	YTD BALANCE 01/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 207 - ROAD PATROL								
Expenditures								
Total Dept 321 - ALCOHOL ENFORCEMENT		3,772.23	12,219.00	12,219.00	0.00	0.00	12,219.00	0.00
TOTAL EXPENDITURES		2,439,257.87	2,731,668.00	2,731,668.00	121,934.34	121,934.34	2,609,733.66	4.46
Fund 207 - ROAD PATROL:								
TOTAL REVENUES		2,590,417.71	2,742,109.00	2,742,109.00	4,461.59	4,461.59	2,737,647.41	0.16
TOTAL EXPENDITURES		2,439,257.87	2,731,668.00	2,731,668.00	121,934.34	121,934.34	2,609,733.66	4.46
NET OF REVENUES & EXPENDITURES		151,159.84	10,441.00	10,441.00	(117,472.75)	(117,472.75)	127,913.75	1,125.11
BEG. FUND BALANCE		1,179,887.44	1,179,887.44	1,179,887.44	1,179,887.44			
NET OF REVENUES/EXPENDITURES - 2020					151,159.84		151,159.84	
END FUND BALANCE		1,331,047.28	1,190,328.44	1,190,328.44	1,213,574.53			



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Planning Commission

Jodi Fetting <jfetting@tuscolacounty.org>
To: Clayette <zclay@tuscolacounty.org>, Renee Francisco <renee@tuscolacounty.org>
Cc: lonniekester@gmail.com

Tue, Feb 2, 2021 at 10:19 AM

Good Morning,

I was talking to Lonnie this morning assisting him in setting up a virtual meeting for tomorrow and he mentioned that he did not believe there was any training funds included in the 2021 Planning Commission budget.

There are two members interested in attending training classes this year for the Planning Commission . The cost of class as I understand it is \$275.00 per person.

He asked me to submit a request for him for a budget amendment to add that request in his budget.

Also, we discussed if mileage was included in his budget. He is making a special trip to Caro today to pick up paperwork for the meeting tomorrow. His question is if he would qualify for mileage for this trip.

I have included Lonnie in this email as well.

Thanks in advance for your help,
Jodi



TUSCOLA COUNTY CLERK

Jodi Fetting
440 N. State Street - Caro, MI - 48723
(989) 672-3780

visit us online for county services @ www.tuscolacounty.org

EXPENDITURE REPORT FOR TUSCOLA COUNTY

PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	AMENDED BUDGET	01/31/2021 NORM (ABNORM)	MONTH 01/31/21 INCR (DECR)	BALANCE NORM (ABNORM)		
Fund 101 - GENERAL FUND									
Expenditures									
Dept 400 - PLANNING COMMISSION									
101-400-707.000	SALARIES - PER DIEM	1,870.00	3,000.00	3,000.00	180.00	180.00	2,820.00	6.00	
101-400-710.000	WORKERS COMPENSATION	0.00	10.00	10.00	0.00	0.00	10.00	0.00	
101-400-715.000	F.I.C.A.	143.09	230.00	230.00	13.80	13.80	216.20	6.00	
101-400-718.000	RETIREMENT	6.00	20.00	20.00	0.00	0.00	20.00	0.00	
101-400-718.100	POB IN LIEU OF RETIREMENT	55.42	150.00	150.00	0.00	0.00	150.00	0.00	
101-400-727.000	SUPPLIES, PRINTING, POSTAGE	12.15	20.00	20.00	0.00	0.00	20.00	0.00	
101-400-861.000	TRAVEL	736.81	1,000.00	1,000.00	4.48	4.48	995.52	0.45	
Total Dept 400 - PLANNING COMMISSION		2,823.47	4,430.00	4,430.00	198.28	198.28	4,231.72	4.48	
TOTAL EXPENDITURES		2,823.47	4,430.00	4,430.00	198.28	198.28	4,231.72	4.48	
Fund 101 - GENERAL FUND:									
TOTAL EXPENDITURES		2,823.47	4,430.00	4,430.00	198.28	198.28	4,231.72	4.48	

Request from Lonnie Kester
 for Training Budget of \$600.
 Use funds from Contingency to
 offset.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH GASPER
DIRECTOR

January 22, 2021

Dear LEPC Chairperson and Local Emergency Management Coordinator:

Michigan has received notice that the Hazardous Materials Emergency Preparedness (HMEP) grant will again be authorized for FY 2020–2021, and funding is being made available to all Local Emergency Planning Committees (LEPCs) in the State. As a result, each local emergency management coordinator is receiving a local grant application package. Please coordinate your activities so that only one application package is completed and returned no later than **February 22, 2021**.

ATTN: Ms. Brenna Roos
SARA Title III Program
Emergency Management
and Homeland Security Division
Michigan Department of State Police
P.O. Box 30634
Lansing, MI 48909

This grant funding will emphasize the completion of Superfund Amendment and Reauthorization Act (SARA), Title III, Section 302, off-site emergency response plans and provide support for emergency planning for fixed facilities and transportation. Reimbursement will be provided to LEPCs on a new and updated plan basis. The per plan reimbursement for new plans is expected to be \$250. Per plan reimbursement for updated plans will be \$15 per update. Support grants of \$1,500 are also being offered to all LEPCs through this funding source. The requirements for receiving this funding are included in Attachment A, which is included in the grant package and summarized below. All LEPCs are eligible and are encouraged to apply.

You may request a list of all active SARA Title III sites within your jurisdiction to determine which sites need an off-site emergency response plan. Please send your requests to Ms. Brenna Roos by email. The lists will be compiled using the Department of Environment, Great Lakes, and Energy's current Tier II Manager information.

Although new SARA Title III plans must be submitted by the LEPC, it may work with a local organization, (e.g., fire department) or individual (e.g., college intern or retiree) to complete the plans. The LEPC may utilize funding from this grant to reimburse local organizations or individuals for the plans they complete on behalf of the LEPC.

All LEPCs will be eligible for a \$1,500 support grant. To receive this grant, the LEPC must:

- Meet virtually at least twice and verify that planning meetings have been held by sending the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) a copy of the meeting schedule, or other verification as requested (quarterly meetings are encouraged).
- Complete all updates for existing off-site emergency response plans.
- Incorporate its completed, off-site emergency response plans into the city/county Emergency Operations Plan (EOP) or Emergency Action Guidelines (EAG). Review the city/county EOP/EAG annually to assure that its hazmat response section is current.

January 22, 2021

- Submit documentation on the associated costs being reimbursed by the \$1,500 HMEP support grant. Appropriate documentation includes a receipt, time sheet (reflecting hours worked on SARA related planning issues), purchase order, or a paid invoice attached to the support grant form and returned to MSP/EMHSD by the assigned due date.

Each subrecipient in Michigan will be asked to submit a Data Universal Numbering System (DUNS) number in order to receive payment from the HMEP grant.

All 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.

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Sub-awards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A.

Be aware that the plan reimbursement figures stated above and in the instructions are estimates only and may vary, depending both on the actual federal grant award and on how many plans are submitted by all LEPCs in Michigan.

The HMEP grant application form and the LEPC Officer/Membership record forms are included in the grant package. If you wish to complete the forms electronically, please send them to Ms. Roos at Roosb@michigan.gov. Please send the completed application form, LEPC Officer/Membership record, and LEPC schedule to complete your application package.

NOTE: Reimbursement to the LEPC from the HMEP grant will be paid to the county or recognized municipality.

If you have questions regarding the grant application materials or the HMEP grant program, please contact Ms. Roos at 517-582-2846, or email at Roosb@michigan.gov.

Sincerely,



Capt. Kevin Sweeney, Commander
Deputy State Director of Emergency Management
and Homeland Security

LOCAL EMERGENCY PLANNING COMMITTEE APPLICATION FOR HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT

AUTHORITY: 1976 PA 390, MCL 30.407a; 42 USC 11002-11003;
COMPLIANCE: Voluntary, however failure to complete application will result in denial of request

Send Completed Form To:
Michigan State Police
Emergency Management and Homeland Security Division
ATTN: SARA Title III Program
P.O. Box 30634
Lansing, Michigan 48909

Application Due Date:
February 22, 2021

Questions/Comments:
Phone: 517-582-2846
Email Address: Roosb@michigan.gov

I. Application Information				
Local Emergency Planning Committee's (LEPC) Name		LEPC Grant Contact's Name		
Contact's Daytime Phone Number		Contact's Email Address		
Name of Government Jurisdiction and Agency to Receive Hazardous Materials Emergency Preparedness (HMEP) Funds				
Fiscal Officer's or Agency's Name		Title		
Agency's Mailing Address		City	State MI	ZIP Code
Agency's Daytime Phone Number	Federal ID Number	Organizational D-U-N-S @Number		
II. Chair, Officer, and Coordinator Information (Completion of the following sections is a mandatory condition for grant award approval)				
LEPC Chair				
LEPC Chair's Name		Phone Number	Email Address	
Address		City	State MI	ZIP Code
Public Information Officer				
Public Information Officer's Name		Phone Number	Email Address	
Address		City	State MI	ZIP Code
Emergency Management Coordinator				
Emergency Management Coordinator's Name		Phone Number	Email Address	
Address		City	State MI	ZIP Code
III. Grant Award and Site Plan Information				
The LEPC is applying for an HMEP grant award to support new and/or current off-site emergency response plans (site plans) under the Emergency Planning and Community Right-to-Know Act as found in Title III of the Superfund Amendments and Reauthorization Act (SARA Title III).				
Number of complete updates this LEPC proposes to current SARA Title III site plans.				
Number of new SARA Title III site plans this LEPC proposes to complete.				
This LEPC agrees to comply with the requirements for a support grant as referenced in the HMEP, Planning Grant Instructions, Attachment A, Parts II and IV, and requests the \$1,000 grant.				<input type="checkbox"/> Yes <input type="checkbox"/> No
The LEPC has attached its meeting schedule. (Note: This is required for grant award approval.)				<input type="checkbox"/> Yes <input type="checkbox"/> No

EMHSD-040 (11/17)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

The LEPC agrees that if it receives a grant award, it will verify that meetings were held as scheduled by submitting meeting minutes or a list of attendees to the Michigan State Police Emergency Management and Homeland Security Division.	Yes No
LEPC Chair Signature	Date

SR # _____

SPACE AVAILABLE PROPOSAL

Lease # TBD

State of Michigan—Department of Technology, Management & Budget - Real Estate Division

This form is a proposal only to serve notification that the property noted below, with the building construction/remodeling, as per prints and specifications, is available for lease to the State of Michigan (STATE). NOTE: The State reserves the right to accept any proposal, to reject any or all proposals, and/or to waive any defects in proposal. Establishment of a lease agreement, if made, shall be with the Proposer whose proposal is in the best interest of the State of Michigan.

PROPOSER INFORMATION

NAME OF PROPOSER (LESSOR): Tuscola County	CURRENT LEGAL ENTITY: (i.e., TRUST, LLC, CORP, PARTNERSHIP)
125 W Lincoln St, Suite 500 ADDRESS OF PROPOSER: Caro, MI 48723	CONTACT PERSON: Mike Miller
	TELEPHONE NUMBER: (989) 672-3756
	EMAIL ADDRESS: mmiller@tuscolacounty.org

PROPOSAL

PROPERTY INFORMATION BUILDING ADDRESS AND/OR PARCEL DESCRIPTION:	TOTAL BUILDING SQ. FT.:	*SQUARE FOOT OF LEASED PREMISES:	% LEASED TO STATE:
1365 Cleaver Rd Caro, MI 48723	7,546	7,546	100.00%
PROPOSER HAS TITLE OR LEGAL AUTHORITY <input checked="" type="radio"/> Yes <input type="radio"/> No	TOTAL NUMBER OF ON-SITE PARKING SPACES:		
WHAT IS THE CURRENT ZONING? General Business	NUMBER OF HANDICAPPED PARKING SPACES:		
	NUMBER OF ON-SITE PARKING SPACES FOR STATE:		
INITIAL LEASE TERM: 4 yrs. CANCELLATION TYPE: Standard	with	90 -days notice	
ANNUAL RATE 52,822.00	MONTHLY RENT 4,401.83	SQ. FT. RATE 7	
RENEWAL OPTION: yrs. CANCELLATION TYPE: Standard	with	90 -days notice	
ANNUAL RATE 0.00	MONTHLY RENT 0.00	SQ. FT. RATE	
RENEWAL OPTION: yrs. CANCELLATION TYPE:	with	90 -days notice	
ANNUAL RATE 0.00	MONTHLY RENT 0.00	SQ. FT. RATE	
TOTAL DEVELOPMENT COST OR REMODELING COST: \$ 138,000.00	LUMP SUM COST TO BE ADDED TO FIRST MONTH RENT: \$ 0.00		
RECYCLING AVAILABLE? <input type="checkbox"/> None <input checked="" type="checkbox"/> Plastic <input checked="" type="checkbox"/> Glass <input checked="" type="checkbox"/> Metal <input checked="" type="checkbox"/> Paper	IS COST OF RECYCLING INCLUDED IN RATES? <input checked="" type="radio"/> Yes <input type="radio"/> No	RECYCLING COST PER SQUARE FOOT \$ 0.00	
Indicate any of the following: <input type="checkbox"/> Free Rent for <u>N/A</u> Months <input type="checkbox"/> Tenant Improvement Allowance of \$ <u>0</u>			
SERVICES TO BE PROVIDED BY LESSOR AND/OR STATE:	Telecom / Data	Lessor	
Heat and Air Conditioning Utilities	Lessor	Alarm System Equipment	Lessor
Electricity	Lessor	Grounds Maintenance	Lessor
Water and Sewer	Lessor	Snow Removal	Lessor
Janitorial Services and Supplies (including Restroom)	Lessor	Dumpster Services	Lessor
Water Well and/or Septic System Maintenance	Lessor	Maintenance of Portable Fire Extinguishers	Lessor
Maintenance of Sidewalks, Curbs and Parking Lot	Lessor	Replacement of Tubes, Bulbs, LEDs	Lessor
Pest Control	Lessor	Building Maintenance (including Physical Plant)	Lessor

Failure to return this form will exclude you from consideration for this project. However, your name will remain on the notification list for future projects.

By signing this proposal, I/we certify that I/we have confirmed financing arrangements to construct and/or remodel and lease this building for possession by the Michigan Department of _____.

PROPOSAL TO BE RECEIVED IN THIS OFFICE ON OR BEFORE:

This form must be completely filled in, signed, and returned to:	SIGNATURE(S):	DATE:
DTMB-Real Estate Division ATTN: Jennifer Lascari 3111 W. St. Joseph Street Lansing, MI 48917		
NOT VALID UNLESS SIGNED & DATED		
PROPOSAL INCLUDES ATTACHMENTS: <input type="checkbox"/> YES <input type="checkbox"/> NO		

Prepared for potential Lease changes and taking into consideration the City Water Project.

2021 Proposed State Police Lease:

4 years through 2025

Annual Rate includes:

- Average Annual Maintenance over the last three years $\$12,906 \times 4 = \$51,624$
- Estimated Water Project $\$138,000$ Divided by 4 years of term ~ Annual Cost $\$34,500$

$\$34,500 + 12,906 =$ Annual Cost of $\$47,406$ divided by 7,546 sq ft = $\$6.28$ per sq foot (rounded to $\$7$)

Total to collect over the next four years \$189,624

P



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] Resolution United against Insurrection

1 message

Wayne's World News <wkoper@gmail.com>

Tue, Jan 26, 2021 at 6:47 PM

To: Thomas Bardwell <tbardwell@tuscolacounty.org>, Tom Young <tyoung@tuscolacounty.org>, Kim Vaughan <kvaughan@tuscolacounty.org>, ddrussel@tuscolacounty.org, Clayette Zechmeister <zclay@tuscolacounty.org>, john@tcadvertiser.com, clerk@tuscolacounty.org

Chairman Bardwell,

Attached is a resolution I request be placed on the agenda for the February 8, 2021 Tuscola county board of commissioners committee of the whole meeting for acceptance and consideration and adoption at the February 11, 2021 Tuscola county board of commissioners full board meeting. I look forward to providing the board an opportunity to stand upon their oaths to office and constitution of the United States of America.

Respectfully,
Wayne A. Koper
Wells Twsp
(989)545-1003

Resolution- United Against Insurrection.pdf
34K

Resolution: United Against Insurrection

A resolution calling for the resignation of any member of Congress, and the Michigan Legislature, who voted against certifying the 2020 General Election results, contributing to a climate of insurrection.

WHEREAS the events that occurred on January 6th, 2021; represent an unprecedented domestic terrorist attack on the Capitol and the United States of America;

WHEREAS as a result of, and following, the attempted coup d'état five Americans tragically lost their lives; while dozens of others were seriously injured;

WHEREAS the rhetoric used by President Donald J. Trump, and his allies in Congress, over the last year, created an environment that openly encouraged insurrection;

WHEREAS President Trump's refusal to concede the 2020 General Election, combined with his demonstrably false claim that the election was rigged, continue to undermine the legitimacy of one of the oldest democracies in the world;

WHEREAS at no point in the history of the United States of America until Donald Trump, has a sitting President openly rejected the results of a free and fair election;

WHEREAS 63 of the legal cases contesting the 2020 General Election results, filed by the Trump campaign, in courtrooms around the country, were dismissed by judges -even those appointed by President Trump - due to the lack of sufficient evidence

WHEREAS any member of congress who objected to and ultimately voted to reject the Electoral Count on January 6th and January 7th, 2021; did so in an attempt to overturn the democratic will of 81,283,485 Americans, a record number of votes for any Presidential Candidate in the history of the United States of America;

WHEREAS any member of Congress, State Legislature, or other publicly elected office, attempting to downplay or delegitimize the events that occurred on January 6th is forsaking their

oath to support and defend the Constitution of the United States against all enemies, foreign and domestic;

THEREFORE, BE IT RESOLVED:

The Tuscola county board of commissioners, as the duly elected representatives of all Tuscola county voters and citizens, and in accordance with the oath of office and U.S. constitution, and the members represented therein, demand the following members of the U.S. Congress and the Michigan Legislature resign, effective immediately:

Lisa McClain, 10th Congressional district of Michigan.

Kevin Daley, 31st State Senate District



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Fwd: [EXTERNAL] Resolution

Clayette Zechmeister <zclay@tuscolacounty.org>

Mon, Feb 1, 2021 at 11:11 AM

To: Thomas Bardwell <tbardwell@tuscolacounty.org>

Cc: Jodi Fetting <jfetting@tuscolacounty.org>, Tom Young <tyoung@tuscolacounty.org>, Kim Vaughan <kvaughan@tuscolacounty.org>, Doug DuRussel <ddurussel@tuscolacounty.org>

Thank you, I will send this via fax to Commissioner Grimshaw ✓

On Sun, Jan 31, 2021 at 8:34 PM Thomas Bardwell <tbardwell@tuscolacounty.org> wrote:

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

From: John Ecken <eckenjohn@yahoo.com>

Date: Sun, Jan 31, 2021 at 8:18 PM

Subject: [EXTERNAL] Resolution

To: tbardwell@tuscolacounty.org <tbardwell@tuscolacounty.org>

Clayette,

Please add this recorrespondence to the next BOC Correspondence/resolution section. Also copy Commissioner Grimshaw.

I don't believe that it needs to be added to the COW agenda unless a Commissioner desires.

Thanks,

Thom

Mr. Bardwell,

Sorry, I didn't include the Resolution in the prior email. so here it is.

Unity Against Insurrection, February 8, 2021 committee of the whole agenda.

Be it heard.

Resolution: United Against Insurrection

A resolution calling for the resignation of any member of Congress, and the Michigan Legislature, who voted against certifying the 2020 General Election results, contributing to a climate of insurrection.

WHEREAS the events that occurred on January 6th, 2021; represent an unprecedented domestic terrorist attack on the Capitol and the United States of America;

WHEREAS as a result of, and following, the attempted coup d'état five Americans tragically lost their lives; while dozens of others were seriously injured;

WHEREAS the rhetoric used by President Donald J. Trump, and his allies in Congress, over the last year, created an environment that openly encouraged insurrection;

WHEREAS President Trump's refusal to concede the 2020 General Election, combined with his demonstrably false claim that the election was rigged, continue to undermine the legitimacy of one of the oldest democracies in the world;

WHEREAS at no point in the history of the United States of America until Donald Trump, has a sitting President openly rejected the results of a free and fair election;

WHEREAS 63 of the legal cases contesting the 2020 General Election results, filed by the Trump campaign, in courtrooms around the country, were dismissed by judges -even those appointed by President Trump - due to the lack of sufficient evidence

WHEREAS any member of congress who objected to and ultimately voted to reject the Electoral Count on January 6th and January 7th, 2021; did so in an attempt to overturn the democratic will of 81,283,485 Americans, a record number of votes for any Presidential Candidate in the history of the United States of America;

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Lisa McClain, 10th Congressional district of Michigan.

Kevin Daley, 31st State Senate District

Submitted by: John & Marilyn Ecken

Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Fwd: [EXTERNAL] Proposal for Board Resolution

Clayette Zechmeister <zclay@tuscolacounty.org>

Mon, Feb 1, 2021 at 11:10 AM

To: Thomas Bardwell <tbardwell@tuscolacounty.org>

Cc: Tom Young <tyoung@tuscolacounty.org>, Kim Vaughan <kvaughan@tuscolacounty.org>, Doug DuRussel <ddurussel@tuscolacounty.org>, Jodi Fetting <jfetting@tuscolacounty.org>

Thank you, I will fax this to Commissioner Grimshaw ✓

On Sun, Jan 31, 2021 at 8:36 PM Thomas Bardwell <tbardwell@tuscolacounty.org> wrote:
Clayette,

Here is the same resolution received from a different resident.

Please forward a copy of this email to Commissioner Grimshaw.

Thanks,

Thom

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

From: Deb & Joe Parker <jdparker@charter.net>

Date: Sun, Jan 31, 2021 at 6:58 PM

Subject: [EXTERNAL] Proposal for Board Resolution

To: <tbardwell@tuscolacounty.org>

Tuscola County Board of commissioners resolution:

Unity Against Insurrection, February 8, 2021 committee of the whole agenda.

Be it heard.

Resolution: United Against Insurrection

A resolution calling for the resignation of any member of Congress, and the Michigan Legislature, who voted against certifying the 2020 General Election results, contributing to a climate of insurrection.

WHEREAS the events that occurred on January 6th, 2021; represent an unprecedented domestic terrorist attack on the Capitol and the United States of America;

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oath to support and defend the Constitution of the United States against all enemies, foreign and domestic;
THEREFORE, BE IT RESOLVED:

The Tuscola county board of commissioners, as the duly elected representatives of all Tuscola county voters and citizens, and in accordance with the oath of office and U.S. constitution, and the members represented therein, demand the following members of the U.S. Congress and the Michigan Legislature resign, effective immediately:
Lisa McClain, 10th Congressional district of Michigan.
Kevin Daley, 31st State Senate District

Respectfully Submitted by
Deborah S Parker
Almer Township

Sent from my iPad

--

Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ 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.

