



TUSCOLA COUNTY

Committee of the Whole

MEETING AGENDA

Monday, November 8, 2021 – 8:00 AM

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

Public may participate in the meeting electronically:
Join by phone: (US) +1 929-276-1248 PIN:112 203 398#
Join by Hangouts Meeting ID: meet.google.com/mih-jntr-ija

8:00 AM Call to Order - Chaiperson Bardwell
Roll Call - Clerk Fetting

Page

County Updates

NONE

New Business

1. 8:00 A.M. Judge Bitzer to address the Board Regarding the District Court OnBase Program Cost of \$334,657.00 for the 2022 Budget
2. 8:20 A.M. John Bishop, Register of Deeds, to Address the Board on an Additional 2022 Budget Request
3. 8:40 A.M. Mike Miller, Building and Grounds Director, to Address the Board on the Jail Holding Cell Rubber Flooring
4. 9:00 Guidehouse Presentation on Potential Financial Consulting Services Related to the Administration of Federal and State Grants Related to COVID-19 Projects Through Michigan Association of Counties (MAC) CoPro+ Program
[MAC CoOp Contract CoPro](#)
[Guidehouse Statement of Work](#)
5. 10:00 A.M. Mark Reene, Prosecutor, to Address the Board regarding the 2022 Budget

4 - 11

BREAK

- | | | |
|----|--|---------|
| 6. | Byrne Justice Assistance Grant (JAG) Subcontract with the County of Lapeer
FY2021 BYRNE JAG Subcontract | 12 - 29 |
| 7. | Circuit Court/Family Court Legal Services Contract for 2022-2023
Circuit Court Family Court Legal Services Contract for 2022-2023 | 30 - 35 |
| 8. | Mosquito Abatement 2021 Budget Amendment Request
Mosquito Abatement 2021 Budget Amendment Request | 36 - 37 |

Old Business

1. None

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner DuRussel

Primary Finance/Technology

1. 2022 Budget Review

On-Going and Other Finance

1. American Rescue Plan Act (ARPA)
2. Preparation of Multi-Year Financial Planning
3. Cooperative Reimbursement Programs Summary from Prosecutor and Friend of the Court

On-Going and Other Technology

1. GIS Update
2. Increasing On-Line Services/Updating Web Page

Building and Grounds

Committee Leader **Commissioner Grimshaw** and Commissioner DuRussel

Primary Building and Grounds

1. Purdy Building Security Updates

On-Going and Other Building and Grounds

1. State Police Water and Annexation
2. IT Department Space Needs
3. Adult Probation Fence

Personnel

Committee Leader **Commissioner Vaughan** and Commissioner Grimshaw

Primary Personnel

1. 2021 Open Enrollment
[2021 Flyer](#)

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On-Going and Other Personnel

1. Workman's Compensation
2. Michigan Association of Counties (MAC) 7th District Meeting
3. Safety Committees – Watch for Grant Opportunities

Other Business as Necessary

On-Going Other Business as Necessary

1. Animal Control Ordinance

Public Comment Period

Adjournment



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] Follow up materials from Guidehouse on ARPA services

1 message

Sarah Razor <srazor@guidehouse.com>

Mon, Oct 25, 2021 at 7:03 PM

To: Clayette Zechmeister <zclay@tuscolacounty.org>, "Tbardwell@tuscolacounty.org" <Tbardwell@tuscolacounty.org>

Cc: Jamie Hamilton <jhamilton@guidehouse.com>, David Sernick <dsernick@guidehouse.com>, Michael Schulien <mschulien@guidehouse.com>

Clayette and Tom,

It was a pleasure to meet you both today, and thank you for reaching out to us. We appreciate you sharing the County's progress to date, and we are excited about the possibilities of partnership.

I've attached the draft State of Work that we discussed, as well as the PPT, and a copy of the Livingston County contract for your reference. Below are the suggested steps you would take to use the contract if approved by the County.

Steps to using the MAC cooperative contract to partner with Guidehouse

1. Complete CoPro+ Participant Form (if not done previously)
2. Review existing Livingston Contract for ARPA services
 - a. We suggest any changes made to the Livingston County contract be made in an Exhibit to the SOW noting something like "For the purposes of this SOW, the parties agree to amend the following terms and conditions from the Agreement."
3. Both parties execute the SOW – please see attached draft
4. We will begin the kickoff of our work together.

I've CC'ed Mike Schulien, who can help answer any specific contracting questions, and David and Jamie are happy to chime in on any questions about the process or services.

We look forward to talking with you again on 11/8. If your county leadership shares any questions in advance of our meeting, we would appreciate you passing those along so we can bring additional details. Thanks for your time today and looking forward to connecting soon.

Thanks,

Sarah

TO: CoPro+ Contractors
FROM: CoPro+ Program
SUBJECT: Welcome to the CoPro+ Program!

Thank you for your participation in the CoPro+ Program, and congratulations on your recent contract award. Attached is some information about the CoPro+ Program. Your contract award allows you to market these products to other public municipalities and school districts throughout Michigan.

We look forward to working with you throughout the term of your contract, and appreciate your participation in the program.

Please contact me at saites@macservcorp.com if you have any questions.



CONTRACTOR FAQs ABOUT COPRO+

<p>What is CoPro+?</p> <ul style="list-style-type: none"> + CoPro+ is Collaborative Procurement plus, a shared services solution program created in response to government entities to address concerns about procurement needs at the local government level. CoPro+ is a statewide cooperative that also offers procurement support at every phase of the procurement process. 	<p>What entities can CoPro+ contractors market to?</p> <ul style="list-style-type: none"> + Any state, county, city, township, school district, or public higher education institution in Michigan can participate in CoPro+ contracts. They simply need to complete a CoPro+ Participant Registration Form and be assigned a Member Number to be considered “active”.
<p>Who bids out the contracts?</p> <ul style="list-style-type: none"> + An independent host organization (a political subdivision such as a state, county, city, township, school district or public higher education institution) approves of the solicitation, evaluates and awards a contract through their approved government purchasing policies and processes. 	<p>Who is involved in the evaluation process of CoPro+ solicitations?</p> <ul style="list-style-type: none"> + Staff from the lead organization, in collaboration with representatives from the CoPro+ team, work cooperatively in the evaluation and award of contracts that are available through the program.
<p>How can contractors get involved with the program?</p> <ul style="list-style-type: none"> + Companies interested in becoming suppliers under the CoPro+ program should participate in solicitations posted by a host, or lead, organization. If the plan is for the resulting contract to be available through the program, the solicitation will include CoPro+ terms and information about the program. 	<p>Where are the solicitations of the lead agencies posted?</p> <ul style="list-style-type: none"> + Wayne and Livingston Counties post bids through MITN at www.bidnetdirect.com/mitn. + Wayne RESA’s bid posting site is http://www.resa.net/services/purchasing/rfp and on SIGMA: https://www.michigan.gov/budget/0,9357,7-379-88641---,00.html + Jackson County posts bids at https://www.co.jackson.mi.us/Bids.aspx + Livingston County also posts bids at https://www.livgov.com/fiscal-services/Procurement/Pages/bid-q-and-a-comment.aspx
<p>Who are the lead organizations currently participating in the program?</p> <ul style="list-style-type: none"> + Wayne, Jackson, and Livingston Counties, Washtenaw ISD, and Wayne Regional Educational Service Agency (RESA) currently serve as lead agencies. The program is expanding throughout Michigan, with additional entities planning to come on board and host contracts in 2019. 	<p>How often does a contractor have to report sales data?</p> <ul style="list-style-type: none"> + A request for sales data will be made by the CoPro+ program once a quarter. Information on sales to the host and ordering entities will be provided within 30 days of the sales report request.
<p>Does a contractor have to be able to supply or service the whole state?</p> <ul style="list-style-type: none"> + A contractor may provide their products or services statewide, within a region 	<p>What is an administrative fee?</p> <ul style="list-style-type: none"> + Upon making the determination of what price you will be offering, then you will apply an administrative fee % that will be

(certain counties), or only within an individual county.

remitted to CoPro+. This fee is shared by CoPro+, the host and ordering entities. The fee is utilized to assist in running the statewide CoPro+ program. The fee is also used to help market your products and services.



CoPro+ Contractor Selection

The following competitive process is utilized by CoPro+ in the selection of participating suppliers:

1. A participating public agency has a requirement for a product, service or solution.
2. A qualified government agency (usually the requesting agency) is identified to serve as the Lead Agency to perform the competitive solicitation process.
3. The Lead Agency prepares and issues a competitive solicitation.
4. The solicitation is publicly advertised.
5. The solicitation includes language allowing all Michigan local governments, school districts, and higher education institutions to use or "piggyback" on the resulting contract.
6. The Lead Agency and public employees evaluate submitted proposals and make recommendation for award.
7. Participating public agencies access the contract online at www.coproplus.org.
8. CoPro+ monitors contract usage, collects supplier fees and shares the fees with active participants.

CoPro+ and Contractor Commitments

CoPro+ COMMITMENT - The Michigan Association of Counties (MAC) has heard from member counties about the effects of cuts in revenue on their staffs and their ability to efficiently provide public services. The common themes were fewer staffers, less time and insufficient technology to handle public purchasing requirements.

In response, MAC created CoPro+ (Collaborative Procurement + Financial Return) with a commitment to: 1) offer a shared services solution that provides end-to-end collaborative procurement support for all public agencies in Michigan; 2) leverage public agency demands with the demands of other public entities to drive pricing down.

CONTRACTOR COMMITMENT – Contractors agree to extend their contracts to CoPro+ participants and actively support these commitments of the CoPro+ program:

- A commitment that the supplier will advise all existing governmental agencies that are current customers of the supplier as to the value and pricing benefits of the CoPro+ contract.
- A commitment to transition governmental agency customers to the supplier's CoPro+ contract once they become an active member of the program.
- A commitment that the CoPro+ contract pricing is the lowest available pricing to the CoPro+ member agency.
- A commitment to market the CoPro+ contract through the supplier's sales team and dealer network, and that they be properly informed of the CoPro+ program and committed to offer the contract to program members.

- A commitment that as part of the supplier's marketing efforts, CoPro+ contracts be offered as an effective alternative over the cost and time associated with handling the solicitation process independently.

Integrity First ~ Quality Service Daily ~ Responsible Spending Always



STATEMENT OF WORK

This Statement of Work (“SOW”), dated [DATE] (the “SOW Effective Date”), is governed by and subject to the provisions of the Consultant Services Agreement (No. 21-05-71) executed between the County of Livingston and Guidehouse Inc. on June 3, 2021 (the “Agreement”), the terms of which are incorporated herein, between Guidehouse Inc., a Delaware corporation, and Tuscola County. The term “County” in the Agreement shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement.

I. PURPOSE AND SCOPE

This SOW covers financial consulting services related to the support and administration of federal and state grants related for COVID-19 projects, including but not limited to the American Rescue Plan Act (“ARPA”). This SOW sets forth the objectives, deliverables, timing, staffing, and fees for this project/effort.

II. PARTIES’ RESPONSIBILITIES

2.1 Services to be provided by Guidehouse:

Our team will provide financial consulting services to Tuscola County as required for the financial administration, oversight, and reporting of Federal and State grant monies as related to ARPA. As Tuscola County develops plans to expend their ARPA funds, our team will conduct project risk assessments for Tuscola to identify potential eligibility concerns. As the Board of Commissioners of Tuscola approves resolutions for ARPA funds, our team will help design projects and internal controls to maintain compliance, develop project budgets, and assist with the day-to-day operations as needed. Additionally, our team will support Tuscola County in preparing project reports to use for project adjustments, ARPA reporting requirements, and transparent communications with the public.

2.2 Additional provisions applicable to the Services:

2.3 Deliverables:

Task 1: Risk Assessments & Internal Controls

Scope:

Our team will provide services to help the County evaluate the eligibility of proposed and existing projects for funding under ARPA.

Key activities:

- Review project descriptions provided by the County and assess for eligibility under ARPA
- Conduct risk assessment based on project design, services provided, and intended beneficiaries
- Provide feedback on proposed projects to decrease potential risk and maintain compliance throughout the lifecycle of respective projects

Deliverables:

- Risk assessments

Task 2: Project Support

Scope:

Our team will support the County leadership and departments to design, implement, and manage projects as they relate ARPA funding.

Key activities:

- Support the County departments to design ARPA-compliant projects to best serve the needs of the community
- Define project-specific internal controls aligned with ARPA eligibility requirements

- Assist with the implementation of projects as required by the County
- Develop measurable project inputs, outputs, and outcomes to track and manage project progress and results

Deliverables:

- Project plans

Task 3: Project Reports & Budgeting

Scope:

Our team will support the County in developing project budgets and narrative reports as required for project administration and ARPA reporting.

Key activities:

- Collaborate with necessary stakeholders to clearly define project objectives, inputs, and intended beneficiaries
- Align project design with ARPA eligibility and reporting requirements to ensure the required information and documentation is provided, including the anticipated community impact
- Collect project documentation to develop and maintain information on project inputs, outputs, and impacts, in preparation for ARPA reporting
- Collect purchasing documentation, including any necessary coordination with County Purchasing, to develop and maintain project budget

Deliverables:

- Project progress reports
- Project budgets

2.4 Client’s Responsibilities:

2.5 Timing

The timing of the Services is as follows:

Estimated Project Start Date:	[DATE]
Estimated Project Completion Date:	[DATE]

III. RESOURCES ASSIGNED

3.1 The Guidehouse team providing Services and Deliverables under this SOW are as follows:

- Partner/Leader
- Director
- Manager
- Senior Consultant
- Consultant

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

Our team has developed a thoughtful cost estimate based on our understanding of the County’s current requirements, keeping in mind the need to remain flexible and scale up or down depending on the level of effort required.

Our proposed fees are based on a time and materials and will not exceed **\$200,000**.

Our fees do not include incidental expenses such as travel. Guidehouse will invoice on a monthly basis for actual hours worked and the County will pay invoice amounts to Guidehouse within thirty (30) days from the date the County receives the invoice. Invoices shall be emailed to [Tuscola County email address].

Our rate card over three years is below. For this SOW, the Year 1 rates will be honored.

Table 3. Three (3) Year Rate Sheet for COVID-19 Relief Consulting Services

Rate Sheet Event RFQ No. TFQ-LC-21-05 for COVID-19 Relief Consulting Services			
Position	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
Partner/Leader	\$325	\$335	\$345
Director	\$295	\$300	\$315
Manager	\$235	\$245	\$250
Senior Consultant	\$180	\$185	\$190
Consultant	\$150	\$155	\$160
Recovery Analyst III	\$125	\$130	\$135
Recovery Analyst II	\$65	\$70	\$75
Recovery Analyst I	\$45	\$50	\$55
Analyst	\$35	\$40	\$45

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the SOW Effective Date.

Guidehouse Inc.

Tuscola County

By: _____

By: _____

Name/Title: _____

Name: _____

Title: _____

SUBCONTRACTOR: Address: 125 Lincoln St. City, State, and ZIP: Caro MI 48723 Phone: (989) 672-3700 Fax: (989) 672-4011	CONTRACTOR: Address: 255 Clay St. City, State, and ZIP: Lapeer MI 48446 Phone: (810)667-0366 Fax: (810) 667-0369
Authorized Official Signature:	Authorized Official Signature:
Name: Mr. Thomas Bardwell Date:	Name: Mr. Quentin Bishop Date:
Project Official Signature:	Project Director Signature: 
Name: Mrs. Clayette Zechmeister Date:	Name: D/Lt. Doug Rogers Date: 10/29/2021
Financial Official Signature:	
Name: Ms. Deborah Babich Date:	

AUTHORITY: 1935 PA 59, as amended;
COMPLIANCE: Voluntary; however, grant funds will be withheld if not submitted to the Michigan State Police (MSP) 60 days after acceptance of the agreement.

**BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT or
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT**

**Subcontract Agreement
between**

CONTRACTOR: County of Lapeer

Federal Identification (I.D.) Number: 38-6005780

and

SUBCONTRACTOR: County of Tuscola

Federal I.D. Number: 38-6004893

Project Title: Thumb Narcotics Unit (T.N.U.)

Michigan State Police (MSP) Contract Number: 202270898

MSP Project Number: JAG-70898-T.N.U.-2022

Catalog of Federal Domestic Assistance (CFDA) Number: 16.738

CFDA Title: Byrne JAG State FY2022

Federal Agency Name: United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA)

Federal Grant Award Number: 2020-MU-BX-0011

Federal Program Title: Byrne JAG State FY 2022

I. Period of Agreement:

This Agreement shall commence on October 1, 2021 and terminate on September 30, 2022.

This Agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the Michigan State Police (MSP). All projects must be initiated within 30 days of the start date of this Agreement.

II. Agreement Amount and Budget:

The agreed upon Project Budget for this Agreement is described in this section. Any changes to the Project Budget, by either the Contractor or Subcontractor, must be in writing and signed by both parties. Budget deviation allowances are not permitted.

	GRANT FUNDS	MATCHING FUNDS	TOTAL
Salary and Wages & Fringe Benefits	\$ <u>12,800.00</u>	\$	\$ <u>12,800.00</u>
Travel Expenses	\$	\$	\$
Supplies and Expenses	\$ <u>4,190.00</u>	\$	\$ <u>4,190.00</u>
Equipment Expenses	\$ <u>12,199.00</u>	\$	\$ <u>12,199.00</u>
Other Expenses	\$ <u>22,300.00</u>	\$	\$ <u>22,300.00</u>
TOTAL AGREEMENT AMOUNT	\$	\$	\$ <u>51,489.00</u>

III. Project Budget Detail:

The agreed upon Project Budget Detail for this Agreement is described in this section. Any change to the Project Budget Detail, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed budget item descriptions:

SALARY AND WAGES & FRINGE BENEFITS: List the positions and cost for each position. Also indicate the total number of hours or percentage of time each position will be assigned to grant activities. List the fringe benefits costs for each position.

Contractual: 80% of wages of one part-time TNU secretary, no benefits- \$20.00/hour at 16 hour/week average totaling \$12,800.00

TRAVEL EXPENSES: This includes cost for mileage, per diem, lodging, rental vehicles, registration fees, approved seminars or conferences, and other approved travel costs incurred by the subcontractor.

SUPPLIES AND EXPENSES: This category is used for all consumable and short-term items and equipment items costing less than \$5,000.

TNU will increase investigative ability by purchasing two (2) 4g GPS vehicle tracking units. Expense includes One year of air time/mapping/tech support of both units. - \$4,190.00

EQUIPMENT EXPENSES: Individual line items greater than \$5,000.

TNU will improve investigative surveillance capability by purchasing one disguised electrical equipment pole camera. -\$12,199.00

OTHER EXPENSES: Communication, space, and allowable expenses not covered by other line items.

TNU will expend \$18,500.00 on five (5) UC vehicles leased from State of Michigan. The additional \$3,500.00 is being requested to defray insurance and maintenance costs of one TNU raid van purchased in 2021. TNU will use \$3,800.00 toward 100% of cell phones/communication costs.

IV. Statement of Work:

The Subcontractor agrees to undertake, perform, and complete the services described in this section. Any changes to the Statement of Work, by either the Contractor or Subcontractor, must be in writing and signed by both parties. The Subcontractor may not assign the performance under this Agreement to any other entity or person who is not an employee of the Subcontractor, except with prior written approval of the Contractor.

All provisions and requirements of this Agreement shall apply to any agreements the Subcontractor may enter into in furtherance of its obligations under the Agreement and shall be responsible for the performance of any contracted work. ontrac

Detailed description of services/deliverables:

V. The Thumb Narcotics Unit (TNU) is a multi-jurisdictional task force comprised of investigators from the Michigan State Police, Lapeer County Sheriff's Department and U.S. Border Patrol. The overall goal of the Thumb Narcotics Unit is to reduce death and injury related to illegal narcotics use as well as preserve and improve the quality of life in the thumb area by targeting mid to upper-level traffickers involved in heroin, prescription opiates, cocaine, and methamphetamine.

VI.

VII. To target traffickers and bring criminal charges when applicable, this project conducts undercover surveillance operations, develops informants, gathers intelligence, and pursues asset seizures and forfeitures.

VIII.

IX. What this project will do and how it will be accomplished:

X.

XI. TNU will continue to adapt to concentrating on identifying, targeting, and dismantling drug trafficking organizations dealing heroin and prescription opiates. If the continuation of this project is approved, TNU will continue to work with our partners in law enforcement. TNU will also seek to identify new partners to improve efforts to target, identify, and successfully prosecute drug and non-drug criminal offenders whose actions negatively affect the quality of life in communities served by TNU.

XII. TNU will continue to work closely with all federal, state, and local agencies to aggressively identify and investigate all criminal activity. TNU will continue to build on already strong relationships with all our partners to ensure safety, cooperation and minimize duplication of efforts through communication.

XIII. Participating prosecutors have committed to collaborative involvement with TNU and have consistently demonstrated their commitment by aggressively prosecuting cases brought by the Thumb Narcotics Unit detectives. Priorities include any cases brought involving overdose death and or injury.

XIV. As an officer-safety measure as well as in the best interest of intelligence sharing, TNU is committed to utilizing the Michigan HIDTA De-confliction Center and conducts de-confliction and case-matching on all investigative cases.

XV. TNU has continued success, working in collaboration with probation and parole agents on compliance checks and visits resulting in narcotics violations. Through interviews, intelligence is gathered and acted upon to further investigations targeting heroin as well as opiate intervention.

XVI. TNU will continue to rely on the use of undercover officers to further investigations on illicit narcotics trafficking and associated crimes. By addressing these issues that have an adverse impact on the quality of life in the communities we serve, we reduce deaths, serious injury, and economic costs in our area of responsibility. TNU will continue parcel intercepts as well as conduct monthly traffic interdiction operations targeting narcotics from entering the thumb communities from larger source areas such as Flint, Saginaw, Detroit, and Port Huron.

XVII. TNU will rely on established partnerships and cooperation from local law enforcement, other state and local agencies as well as federal partners to provide information on narcotics trafficking to identify individuals willing to cooperate by providing information on the criminal element. TNU will also utilize information gained by prosecutors, court staff, the public both on tip lines, and social media.

XVIII. TNU will make use of available local media outlets to highlight this unit and its capabilities. It is crucial to continue to cultivate partnerships with members of the communities we serve.

XIX. TNU will continue to utilize MAPS and NPLEX information as well as available narcotics analysts assigned to the MIOC to provide intelligence targeting heroin and prescription opiate dealers. To further target the supply of prescription opiates available in the service area, TNU will initiate at least one prescription provider drug diversion investigation during the 2022 grant year. TNU detectives have had success with these investigations in the past and have maintained relationships with both state and federal partners.

XX.

XXI. TNU will utilize uniformed officers from all departments that have previously been assigned to TNU or other investigative assignments to provide follow up on tips when needed for more information to develop cases. This will save currently assigned detectives time and provide for more direct action to further cases as well as sort out information that is erroneous or not able to be acted on.

XXII. TNU currently has four (4) certified clandestine lab responders that promote community awareness through contacts with law enforcement, community organizations and business leaders. The TNU commander will ensure newly assigned detectives attend the basic Clan Lab Meth responder training as it becomes available. This will increase both case load potential as well as response to these harmful situations.

XXIII. TNU will work directly with local law enforcement as well as other service agencies to educate them on meth awareness, identification, handling procedures and disposal. The unit commander and team leader will actively promote drug awareness as well as methamphetamine awareness to community groups, education outlets, government as well as business leaders.

XXIV. The TNU unit commander will continue to work with area post commanders, chiefs, sheriffs, as well as assigned community service troopers and local service agencies such as the Tuscola County Community Drug Task Force and Lapeer Chapter of Families Against Narcotics (FAN) to further develop and implement a prevention awareness plan. This will be adjusted as necessary to address changing drug trends and threats. By regularly attending FAN meetings and serving on the Tuscola County Community Drug Task Force, the unit commander has a better understanding of the issues faced those affected by narcotics in the communities served by TNU.

XXV.

XXVI. Why this proposal is necessary to address the problem:

XXVII. TNU is the only multi-jurisdictional task force in the thumb area not restricted to political boundaries that the organized criminal element seeks to blur their activities. With familiarity of the geographical area, solid partnerships with local agencies as well as courts and prosecutors, TNU is in an ideal position to target these offenders.

XXVIII. TNU maintained a clearance rate of 67% on all cases investigated in 2020.

XXIX. To reduce deaths, serious injury and impairment, economic costs, and overall criminal activity, TNU will continue to target these harmful substances and those that seek to deliver them to our communities. This will be accomplished by arresting lower-level violators and through thorough investigation and interview techniques, gather information on those at higher levels. TNU will develop and utilize confidential informants, in accordance with guidelines set forth by the Michigan State Police to conduct undercover operations to seek and arrest higher level dealers.

XXX. As higher-level dealers are identified outside of TNU's area of responsibility, MJTF's and other agencies with jurisdiction will be provided all information and actionable intelligence. This level of cooperation is crucial to the state-wide strategy we all strive to enforce.

XXXI.

XXXII. Commitments, Roles and Responsibilities:

XXXIII. The TNU Commander will oversee the unit, providing leadership and overall guidance. Presently, the Michigan State Police, Lapeer County Sheriff, and U.S. Border Patrol are fully committed to supporting the mission of TNU. Without the support and commitment of providing investigators to the unit, TNU would cease to exist.

XXXIV. TNU will continue to seek to develop partnerships with area departments within TNU's area of responsibility as well as other areas with a nexus to narcotics and crime to TNU's area of responsibility.

XXXV. TNU will continue to partner with the Drug Enforcement Administration as well as Homeland Security Investigations (H.S.I) to prosecute cases federally when applicable.

XXXVI. TNU will continue to work closely with area prosecutors to aggressively prosecute individuals involved in heroin, prescription drugs, as well as methamphetamine related crimes.

XXXVII.

XXXVIII. Management Flow Chart:

XXXIX. MSP D/Lt. Unit Commander; provides unit leadership and direction of unit activity, administrative functions, operational supervision of personnel.

XL. MSP D/Sgt. Team Leader/assistant unit commander, in absence of actual, acts as unit commander. Assists with administrative functions, leadership, and supervision.

XLI. Detectives and D/Troopers; investigate and apprehend violators, develop informants, conduct undercover investigations.

XLII. Administrative Assistant: Administrative support, assist unit commander.

XLIII. Any further funding reductions to this program will affect funding unit expenses.

XLIV.

XLV. Additionally, at the TNU board meetings representatives attend from county prosecutors, board of commissioners, and chiefs of police from departments in counties served by this unit.

XLVI. This board has agreed that all forfeitures received by this unit will be retained by this unit to fund unit operations. Sharing provisions only exist for seizures over \$100,000.00 when a contributing department actively assists in the investigation.

XLVII. During the 2022, grant year, this command board will again meet on a quarterly basis to address and discuss the day-to-day operations and funding issues that face TNU. This command board will meet annually with a general advisory board also established in 2002, through the inter- local agreement. This general advisory board does not share in the active voting on policies and issues that face the command board; however, this annual meeting allows all representatives, both law-enforcement and civilian, a voice in the operation of TNU

XLVIII.

XLIX.

L. Cost benefit of this project:

LI. Byrne funding allows for a cooperative approach to narcotics investigations in a four (4) County area. The amount awarded last year was \$40,330.00. TNU seized illegal narcotics and proceeds totaling a value of approximately: \$969,300.00. By value of street drugs seized alone and not considering the value of potential lives saved, the calculated return on investment for the \$40,330.00 grant award is 2,303.42%.

In order to continue to increase output of arrest and seizures of heroin, fentanyl, prescription opiates, cocaine, and methamphetamine, that cause our communities the most harm, TNU needs grant funding for operational expenses including, equipment, communication, vehicles, and the administrative assistant.

LII. Project Timeline:

The Subcontractor agrees to undertake, perform, and complete the services described in Section III within the timeline described in this section. Any changes to the Project Timeline, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed timeline:

LIII. *First Quarter

LIV. Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following:

LIV. 10 Narcotic arrests in Lapeer and Tuscola Counties by 12/31/2021

LVI. 4 Education Programs/Meetings

LVII. Expend 100% Equipment expenses for: One pole camera \$12,800.00

LVIII. Two (2) GPS vehicle trackers \$4,190.00

LIX. Expending 25% of remaining award detailed as follows:

LX. Contractual expenses/Admin Assistant \$3,200.00

LXI.

**LXII. Other/Cell phones \$950.00
/UC Vehicles \$4,625**

LXIII. Second Quarter:

LXIV. Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following:

LXV. 20 Narcotic arrests in Lapeer and Tuscola Counties by 3/31/2022

LXVI. 8 Education Programs/Meetings

LXVII. Expending 50% of Award by 3/31/2022, detailed as follows:

LXVIII. Contractual expenses/Admin Assistant \$6,400.00

**LXIX. Other/Cell phones \$1,900.00
/UC Vehicles \$9,250.00**

Third Quarter:

LXX. Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following:

LXXI. 30 Narcotic arrests in Lapeer and Tuscola Counties by 6/30/2022

LXXII. 12 Education Programs/Meetings

LXXIII.

LXXIV. Expend 75% of remaining award by 6/30/2022, detailed as follows:

LXXV. Contractual expenses/Admin Assistant \$9,600.00

**LXXVI. Other/Cell phones \$2,850.00
/UC Vehicles \$13,875.00**

Fourth Quarter:

LXXVII. Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following:

LXXVIII. 40 Narcotic arrests in Lapeer and Tuscola Counties by 9/30/2022

LXXIX. 16 Education Programs/Meetings

LXXX. 100% of Award by 9/30/2022 detailed as follows:

LXXXI. Contractual expenses/Admin Assistant \$12,800.00

**LXXXII. Other/Cell phones \$3,800.00
/UC Vehicles \$18,500.00**

LXXXIII. Publication Rights:

The Subcontractor shall give proper recognition in any and all publications, papers, and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers, and presentations:

*"This project was supported by Federal Grant Award Number **2020-MU-BX-0011**, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."*

The MSP shall, in return, give recognition to the Contractor and/or Subcontractor when applicable.

Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor or Subcontractor, the Contractor or Subcontractor may copyright such but shall acknowledge that the MSP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.

LXXXIV. Performance Measurement Data and Reporting:

The Subcontractor agrees to provide all applicable performance measurement data related to this Agreement in a timely manner in order for the Contractor to meet its reporting obligations with the MSP. The failure of the Subcontractor to comply with this requirement may result in the withholding of funds and/or termination of the Subcontract.

Detailed performance measurement data requirements description (if applicable):

Goal #1: REDUCE AVAILABILITY OF HEROIN, FENTANYL, PRESCRIPTION OPIATES, COCAINE AND METHAMPHETAMINE

TNU'S success of this measure will in part be based upon positive and/or negative feedback of the affected communities wherein heroin, fentanyl, prescription opiates, methamphetamine and cocaine/crack dealers ply their trade. TNU will attempt to increase the amount of heroin, fentanyl, prescription opiates, methamphetamine, and cocaine (both powder and crack) seizures and reduce the availability of all in the surrounding area. TNU will measure and report a minimum of 24 arrests associated with delivery and possession of heroin, fentanyl, prescription opiates, meth, and cocaine in and Lapeer and Tuscola Counties.

Objective: TNU will disrupt the flow of heroin, fentanyl, prescription opiates, meth and cocaine/crack cocaine by traffickers who travel outside of TNU'S AOR bringing these drugs back into the counties. TNU will attempt to obtain information from these individuals as to where they have purchased their drugs and pass that information to the appropriate MJTF

LXXXV. Activities: Actively pursue a continuation of prosecution of criminal drug-related activity, drug-related criminal enterprise cases and conspiracy activity, targeting low level dealers to climb the drug ladder with emphasis on street corner dealers.

TNU will pursue both state and federal forfeitures when appropriate and maintain investigative focus to identify and prosecute major source dealers and those responsible for committing violent crimes by using all available tools and procedures necessary including defendant cooperation by low and mid-level drug dealers in Lapeer, Tuscola, Huron and Sanilac counties.

Goal #2: WORK WITH CITIZEN GROUPS, SCHOOLS, COMMUNITY AND TREATMENT AGENCIES TO EDUCATE THE COMMUNITY

TNU will determine success of this performance measure by reviewing citizen information regarding TNU and drug crime in Lapeer and Tuscola counties. Public participation and cooperation will be measured by reviewing the number and increase/decrease in TNU tip sheets which will indicate familiarity with the public's ability to contact TNU and confidence in TNU'S ability to address drug crime within Lapeer and Tuscola counties. TNU will also track and report a minimum of 12 programs given and meetings attended that will include both community and law enforcement personnel.

Objective:

TNU will partner with local and federal agencies to identify and arrest individuals trafficking illegal narcotics. TNU will use all available federal state and local law enforcement resources to identify and target sources of methamphetamine and clandestine methamphetamine labs within Lapeer and Tuscola counties. TNU will respond to Sanilac and Huron counties when requested to initiate or assist with investigations when necessary.

It is anticipated that the prosecutors will respond in kind with TNU to give presentations, upon request, concerning drug issues that affect communities in Lapeer and Tuscola counties. The TNU Unit Commander will give presentations, when requested, to governmental entities, civic groups, and schools and will ensure through these presentations that communities are kept informed, when feasible. TNU will ensure that information is disseminated throughout the counties to schools, civic groups, law enforcement agencies as well as governmental entities via meetings and computerized broadcasts (issues release) to board members, as well as use of written and television media.

LXXXVI. Payment Processing:

The Contractor, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide payment to the Subcontractor based upon appropriate reports, records, and documentation maintained by the Subcontractor. Any billing or request for reimbursement for Subcontract costs must be supported by adequate source documentation on costs and services. Payment requests must be submitted to the Contractor in a timely manner in order that the Contractor can subsequently request reimbursement from the MSP within the required monthly reimbursement period. The Subcontractor will be paid within 30 days of receipt of reimbursement by the Contractor.

LXXXVII. Program Income:

The DOJ regulations allow the Contractor to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ. Program income is the gross income earned by the Contractor and/or Subcontractor during the Agreement period as a direct result of the grant project. All income generated as a direct result of an MSP-funded project shall be deemed program income. Program income may be used to further program objectives under this Agreement or may be refunded to the MSP. Program income must be used for the purposes of and under the conditions applicable to the award specified in the agreement between the Contractor and the MSP. Program income may only be used for allowable program costs. Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the state administrative agency (the MSP). The Subcontractor must report any and all generated program income to the Contractor on a quarterly basis in order for the Contractor to comply with the MSP reporting and tracking requirements.

LXXXVIII. Unobligated Funds:

Any unobligated balance of funds held by the Subcontractor at the end of the Agreement period will be returned to the Contractor, which will then be returned to the MSP, or treated in accordance with instructions provided by the MSP.

LXXXIX. Equipment Purchases and Title:

Any Subcontractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Subcontractor upon acquisition. The MSP reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the MSP's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Subcontractor's local requirements.

XC. Employee Time Certifications:

It is the Subcontractor's obligation to notify the Contractor immediately when a Byrne JAG-funded employee:

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All Byrne JAG-funded employees will complete and submit to the Contractor an executed ADM-214 Employee Time Certification form supplied by the Contractor. The failure to comply with notification to the MSP and/or submit Employee Time Certification forms could result in loss of position funding.

XCI. Record Maintenance/Retention:

The Subcontractor agrees to maintain adequate program and fiscal records and files (including source documentation) to support program activities and all expenditures made under the terms of this Agreement, as required. The Subcontractor must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All retention record guidelines set by the Contractor and/or Subcontractor must be adhered to if they require additional years beyond retention guidelines stated herein.

XCII. Authorized Access:

The Subcontractor must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the Contractor, MSP, Program Evaluators (contracted by the MSP), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Contractor and/or the MSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested.

The Contractor and/or the MSP may request that a funded program be evaluated by a contracted outside evaluation team. Subcontractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

XCIII. Subcontractor/Vendor Monitoring:

The Subcontractor must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 et seq. requirements and must forward all single audits covering grant funds administered through this Agreement to the Contractor. The Contractor is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings, and ensuring that corrective actions are implemented in accordance

of OMB Circular A-133.

The Contractor is responsible for ensuring that the Subcontractor is expending grant funds appropriately as specified through this Agreement, and shall conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions, as well as ensure that performance goals are achieved. The Contractor shall ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section .210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

XCV. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Subcontractor that is associated with this Agreement project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Subcontractor shall immediately notify the Contractor, in writing, that such an investigation is ongoing or that a charge has been issued.

XCV. Agreement Suspension/Termination:

The Contractor and/or the Subcontractor may suspend and/or terminate this Agreement without further liability or penalty to the Contractor for any of the following reasons:

- A. This Agreement may be suspended by the Contractor if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Subcontractor to comply with this Agreement terms; otherwise, termination by the Contractor may occur.
- B. Failure of the Subcontractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date.
- F. This Agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner is convicted of any activity referenced in Section XVI of this Agreement, during the term of this Agreement, or any extension thereof.

XCVI. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Subcontractor shall provide the Contractor with all financial, performance, and other reports required as a condition of this Agreement. The Contractor will make payments to the Subcontractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Subcontractor shall immediately refund to the Contractor any funds not authorized for use and any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.

XCVII. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XCVIII. Liability:

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Subcontractor in the performance of this Agreement shall be the responsibility of the Subcontractor, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Subcontractor, employee, or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity, as provided by statute or court decisions.

- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Subcontractor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subcontractor and the Contractor in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Subcontractor and the Contractor in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor, the Contractor, or their employees, respectively, as provided by statute or court decisions.

XCIX. Certifications and Assurances:

The Subcontractor must adhere to all applicable Certifications and Assurances. The failure to do so may result in the termination of grant funding or other remedies.

A. Certifications:

Subcontractor should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Subcontractor certifies that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,

C. Debarment, Suspension and Other Responsibility Matters (Direct Recipient):

As required by Executive Order 12549, Debarment and Suspension, implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. Section 2867.20(a):

- 1. The Subcontractor certifies that It and Its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either: (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or, (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 *et seq.*, and implemented at 28 C.F.R. Part 83. The Subcontractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subcontractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under this Agreement, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Subcontractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Subcontractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the general accounting office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
5. It will comply with Executive Order 13279, Executive Order 13559, and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support 12-step programs, which are considered to be religious in nature. The 12-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in 12-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that 12-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in 12-step programs and cannot penalize a participant who chooses not to participate in a 12-step program. It must ensure that employees fully funded by DOJ are not involved with 12-step programs whereby they are instructing or indoctrinating clients on the 12 steps. Employees of the Subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on

12-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to 12-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 41455-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d; the Victims of Crime Act of 1984, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b); Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. §794; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990, 2 U.S.C. §12132; the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. §12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the MSP as described in the complaint procedures in Attachment 7, Discrimination Complaint Procedures for Federal Grant-Funded Projects Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights directly, as outlined in Attachment 7 but the Contractor shall notify the MSP of the complaint as soon as the complaint is known. In the event that a federal or state court, or federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the MSP.

b. **Training:**

Any and all DOJ-funded employees of the Subcontractor shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Contractor shall provide the Subcontractor with access to training developed by the OJP/OCR, which may be found at: <http://www.nij.gov/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Subcontractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Contractor within 60 days of the date of hire.

c. **Monitoring:**

The Contractor shall ensure that the Subcontractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire with the Subcontractor during site monitoring visits and desk audits.

8. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required pursuant to 28 C.F.R. 42.301 et seq. If the Subcontractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR, and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Subcontractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the MSP certifying that an EEOP is on file which meets the applicable requirements. If the Subcontractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.
9. If the Subcontractor is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 et seq., which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
10. If the Subcontractor is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Subcontractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) the Subcontractor's budget, and may not supplant (replace) state, local, or tribal funds that otherwise would have been spent on positions and/or any other items approved in this Agreement budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts. It must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. It must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the layoff is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the layoff. [Please note that as long as your agency can document the date that the layoff(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the layoff without formally completing the administrative steps associated with a layoff for each individual personnel.]
4. Documentation that may be used to prove that scheduled layoffs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to): council or departmental meeting minutes, memoranda, notices, or orders discussing the layoffs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or, budget

documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Subcontractor will comply with the Hatch Act of 1939, 5 USC 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 USC 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

To the extent that HIPAA is pertinent to the services that the Subcontractor provides to the Contractor under this Agreement, the Subcontractor assures that it is in compliance with the HIPAA requirements including the following:

1. Subcontractor must not share any protected health data and information provided by the Contractor that falls within the HIPAA requirements.
2. Subcontractor must only use the protected health data and information for the purposes of this Agreement.
3. Subcontractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Subcontractor's employees.
4. Subcontractor must have a policy and procedure to report to the Contractor any unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Subcontractor becomes aware.
5. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XVII, above.
6. In accordance with the HIPAA requirements, the Subcontractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Subcontractor from the Contractor, the MSP, or any other source.

C. Unallowable Costs:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect costs, rates, or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project for which you are applying.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fund raising and any salaries or expenses associated with it.
- Legal fees.
- All travel, including first-class or out-of-state travel, unless prior approval by the MSP is received.
- Promotional items, unless prior approval by the MSP is received.
- One-time events, prizes, and entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the MSP is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training/conferences, unless prior approval by the MSP is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.

- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the MSP is received.
- Compensation to federal employees.
- Military type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- K9 dogs and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints, including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.
 - Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the MSP and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

CI. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. Individual consultant fees are limited to \$450 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the MSP. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

CII. Conflict of Interest:

The Contractor and Subcontractor are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, and 1973 PA 196, as amended, MCL 15.341 et seq.

CIII. Compliance with Applicable Laws and Agreements:

The Subcontractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Subcontractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the agreement between the MSP and Contractor. The Contractor shall supply the Subcontractor with a copy of said agreement.

CIV. Agreement Signatures:

The Subcontractor hereby accepts this Agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the Contractor to the MSP. The Agreement becomes effective upon the return of the signed Subcontract to the Contractor. This award does not assure or imply continuation in funding beyond the funding period of this Subcontract. The Subcontractor agrees to provide the Contractor with a copy of the Single Audit Report of the Subcontractor's entity.

STATE OF MICHIGAN



54TH JUDICIAL CIRCUIT COURT

HON. AMY GRACE GIERHART
CIRCUIT COURT JUDGE

440 NORTH STATE STREET
CARO, MICHIGAN 48723

(989) 672-3720

DATE: 10-25-2021

TO: Tuscola County Board of Commissioners
Clayette Zechmeister, County Administrator/Controller

FROM: Hon. Amy Grace Gierhart, Chief Judge

A handwritten signature in blue ink, appearing to be "Amy Grace Gierhart", written over the "FROM:" line.

RE: Circuit Court/Family Court Legal Services Contract

Attached is the proposed Circuit Court/Family Court Legal Services Contract for the 2022 and 2023 calendar years. A request for proposals was issued and one bid was received by the Court. The bid was received from the same group of attorneys who currently hold the 2021 contract. It should be noted that the attorneys will likely have an influx of juvenile cases in years to come due to the "Raise the Age" legislation that went into effect on October 1, 2021.

STATE OF MICHIGAN



54TH JUDICIAL CIRCUIT COURT

HON. AMY GRACE GIERHART
CIRCUIT COURT JUDGE

440 NORTH STATE STREET
CARO, MICHIGAN 48723

(989) 672-3720

CIRCUIT COURT/FAMILY COURT
LEGAL SERVICES CONTRACT

THIS AGREEMENT is made this 5th day of October, 2021, by and between THE ATTORNEY GROUP and the 54th Judicial Circuit Court/Family Court, hereinafter referred to as "the Court".

WHEREAS, THE Court desires to obtain a consortium of attorneys to provide court appointed legal services to indigent respondents and/or parents in delinquency and neglect proceedings.

WHEREAS, the Attorney(s) hereby represent to the Court that they are members in good standing of the State Bar of Michigan, licensed to practice law in the State of Michigan and capable of performing legal services required of them pursuant to the terms of this contract.

Each member of the Attorney Group is an independent contractor and shall be solely and independently responsible for all actions and professional matters in connection with each case assigned to that member. No member of the Attorney Group shall be responsible for the conduct of any other members of the Attorney Group with regards to any and all professional services under this contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. TERM OF THE CONTRACT

This Contract shall take effect January 1, 2022, and shall continue until December 31, 2023. This Contract may automatically be renewed with the same terms after December 31, 2023, for one (1) calendar year by the Attorney Group notifying the Court in writing no later than November 1, 2023, of its intention to do so and with the Court's agreement.

II. SERVICES TO BE PERFORMED

ATTORNEYS agree to provide legal representation in all newly commenced proceedings in the following area under the jurisdiction of the Court: Protective Proceedings, Child Neglect and Juvenile Delinquency. Attorney services will include representation for all hearings and trials for which legal counsel have, as a matter of practice, been appointed in the past.

ATTORNEYS shall continue to provide representation for all currently pending cases before the Court in which said Attorneys have already been appointed and those pending cases to which they are appointed as substitute counsel, if any.

Attorney services will also include appeals where the client represented in the trial court has an appeal by right. The scope of representation shall be limited to appeals by right only.

Legal services will include, but not necessarily be limited to, the following court appearances and all out of the court preparation therefore:

1. Preliminary hearings, adjourned preliminary hearings and waiver hearings;
2. Pretrial Conferences;
3. Trials and pretrial motions;
4. Review hearings;
5. Re-hearings;
6. Dispositional hearings, including termination;
7. Probation Violation Hearings
8. Permanency Planning Hearings
9. Other hearings – Visitation, Placement and Removal, Support/Reimbursement, Bond/Detention.

Appearances may include sixty (60) minutes notice on Saturdays and during the normal work week.

ATTORNEYS shall represent mother, father, putative father, children, and when the Court feels that representation is absolutely necessary, shall represent other persons that fall in the definition of a “custodian” under the Juvenile Code. Where more than four (4) attorneys are needed, either because an attorney is appointed for a custodian other than a parent or a child, or for any other reason, including but not limited to, more than two (2) parents, or a conflict between children, then the appointment of an attorney or attorneys beyond (4) attorneys shall be paid by the court. The Court shall be responsible for obtaining services of additional attorneys, as needed.

III. FEES AND COSTS

In addition to the compensation noted below the Court shall pay all subpoena fees, deposition fees, witness fees and other similar costs, and mileage for out of Tuscola County travel, at the IRS business mileage rate. Provided, however, Attorneys shall seek prior approval from the Court before incurring deposition fees or expert witness fees. Any extraordinary expenses may be reimbursed based upon the actual amount incurred and upon prior written approval of the assigned judge. The ATTORNEY shall file a monthly request with the 54th circuit Court upon a Statement of Service and Order for Payment for any such charges.

IV. STATISTICS

Record of Case Appointments: The COURT shall keep a day-to-day record of case appointments. This record shall reflect the following information: the day of appointment, the court case number, the name of the case, the name of each attorney appointed, the name of the client for each said attorney, and the nature of the case (child neglect, juvenile delinquency).

The COURT shall provide an annual report of case appointments reflecting numbers of cases, neglect and delinquency.

V. ASSIGNMENT OF CASES

The Court shall make appointments on a rotational basis to all contract attorneys in the following manner so as to ensure, to the extent possible, an equal number of appointments to each contracted attorney for both delinquency and neglect/abuse cases: Juvenile cases shall be appointed to all contract attorneys three (3) at a time, and Neglect/Abuse cases shall be appointed on a case by case basis and rotating the roles for each attorney for each case that is filed.

Except as otherwise provided in this agreement, any conflicts of interest or scheduling conflicts arising from appointments made under this Contract shall be resolved by the Attorney Group.

The Court reserves the right to assign cases to individual contracted attorneys.

This contract is not transferable or assignable without the consent of the Chief Judge.

In the event any attorney awarded a share of this contract is unable to continue the services to be performed, the Chief Judge reserves the right to award those shares to an attorney or attorneys deemed by the court as meeting the specified qualifications.

One-fourth of the assigned cases under the contract shall be divided between Elizabeth V. Weisenbach (1/8) and Lisa Blanton (1/8).

VI. COMPENSATION

The contract price for the calendar year 2022 shall be \$250,000. Contract payments shall be divided into four (4) groups and made in twelve (12) equal installments per group beginning with the first vendor pay cycle following February 1, 2022. Attorneys appointed on Appeals under this contract shall be paid at the rate of \$85.00 per hour.

The contract price for the calendar year 2023 shall be \$257,500. Contract payments shall be divided into four (4) groups and made in twelve (12) equal installments per group beginning with the first vendor pay cycle following February 1, 2023. Attorneys appointed on Appeals under this contract shall be paid at the rate of \$87.50 per hour

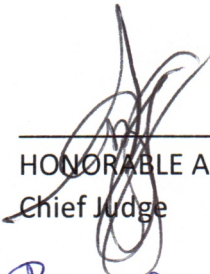
One-fourth of the contract price shall be equally divided between Elizabeth V. Weisenback (1/8) and Lisa Blanton (1/8). The contract payments shall be made by the Court in twelve equal installments to each firm.

VII. TERMINATION OF THE CONTRACT

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the Court shall be delivered to the Chief Judge of the 54th Circuit Court, located at 440 N. State Street, Caro, Michigan 48723. Notice to the Attorney Group shall be delivered to the Law Office of Duane E. Burgess, 121 W. Grant Street, Suite 2, Caro, Michigan 48723. From and following the date of termination, the Court shall not, and the Attorney Group will not, require, entertain or accept the Attorney Group's representation of indigents in new matters unless otherwise separately approved and authorized by the Court and the Attorney Group in writing.

In the event of termination by either party or at the end of the terms of this contract, the Attorney's responsibility for any and all services required by this

contract shall end, with the exception of transferring files and preparing substitutions of new court appointed attorneys. It is the parties' intention that the new attorneys will substitute and replace all the current attorneys and take over their cases, subject to the Michigan Rules of Professional Conduct. If the Chief Judge determines a substitution is not appropriate, the Attorneys under this contract shall continue to represent their clients, and shall be paid at an hourly rate of \$75.00 per hour.



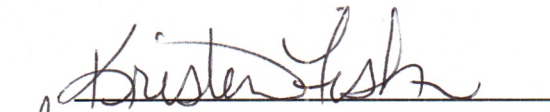
10-11-21
HONORABLE AMY GRACE GIERHART
Chief Judge




DUANE E. BURGESS



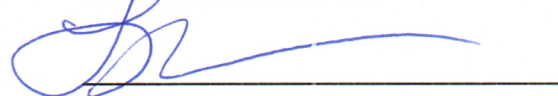
Beverly G. Wheelihan



for Barry Shoults
Shoults & Brooks, PLLC



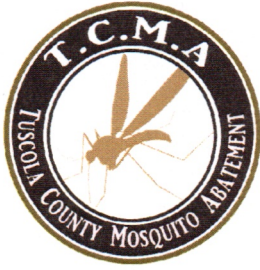
ELIZABETH V. WEISENBACH



LISA BLANTON

APPROVED FOR FUNDING: _____
DATE

Thomas Bardwell, Chairman
Tuscola County Board of Commissioners



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Larry Zapfe, *Director*

To: Tuscola County Board of Commissioners
Clayette Zechmeister-County Controller/Administrator

From: Larry Zapfe, Director

Date: November 4, 2021

Re: Request to purchase the remaining balance of Kontrol 4-4
Insecticide material for the 2022 mosquito season.

This is the current product used for mosquito control in the county. As you may recall back on August 12, 2021, the board approved the purchase of 3,300 gallons at a cost of \$14.45 a gallon for a total cost of \$47,685.00.

The early purchase of this material was an attempt to save money due to the rising cost in petroleum and future concerns of availability. The previous purchase of 3,300 gallons (the only amount available at the time) left the department short 2,475 gallons for our upcoming 2022 season.

Recently, the remaining 2,475 gallons has become available at \$14.45 a gallon with a total price of \$35,763.75. This price will expire on December 31, 2021.

I respectfully request the funds for this purchase be transferred from the following line items in the current 2021 TCMA budget into line item 240-100-750.000 Abatement Material with a current balance of \$0, for the purchase of 2,475 gallons of Kontrol 4-4.

240-100-727.000 Supplies, Printing, Postage \$4,283.40

240-100-747.000 Gas, Oil, Grease \$9,143.44

240-100-970.010 Trucks \$3,595.90

240-100-970.020 Truck Accessories \$3,600.00

240-100-970.030 ULV Sprayers \$2,312.68

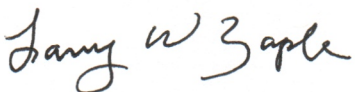
240-100-970.050 Office Equipment \$3,613.81

240-100-970.070 Spreaders, Sprayers, Foggers \$6,455.06

240-100-970.090 Light Traps, Biology Supplies \$2,759.46

Total: \$35,763.75

Thank you for your time and consideration.

Respectfully, 



**2021
OPEN
ENROLLMENT**

Open Enrollment Coming Soon!

**PLEASE MAKE SURE TO ATTEND ONE OF
THE FOLLOW:**

November 9th - Virtual Meetings

9:00 AM – 1:30 PM – 3:00 PM

November 19th - In Person Meetings

BCBS, Nationwide, and Liberty will be here to
present and answer any questions:

8:00 AM Dispatch

9:30 AM Purdy Building

1:00 PM and 2:30 PM Courthouse