TUSCOLA COUNTY
Committee of the Whole
MEETING AGENDA

Monday, January 23, 2023 – 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-jya*

8:00 AM Call to Order - Chairperson Vaughan
Roll Call - Clerk Fetting

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County Updates

New Business

1. Gilmore Road Vanderbilt Park - Tim Rumble, Wisner Township Supervisor
2. AED Proposal - Steven Anderson, Emergency Manager — 3 - 7
   AED Proposal
   Tuscola Cty CR2 17- 1.18
3. Dispatch Update - Jon Ramirez, Dispatch Director
4. Tuscola County Central Dispatch Service Agreement with Motorola - Jon Ramirez, Dispatch Director — 8 - 13
   Motorola Dispatch Service Agreement
5. Appointment to Recycling Committee — 14
   Appointment to Recycling Committee

Old Business

1. Farm Lease Corner of Luder Road and Deckerville Road — 15 - 17
   Farm Lease Bid Information

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner Koch

Primary Finance/Technology

1. 2023 Tuscola County Revenue Sharing (CRS) and County Incentive Program (CIP) - Debbie Babich, Fiscal Analyst — 18 - 30
   CRS CIP FY 2023 Conf Bill to SBO.xlsx
   2021 Tuscola County Citizens Guide
   2021 Tuscola County Dashboard Summary
   Tuscola County 2023 Projected Budget Report
   2021 Tuscola County Debt Service Report

On-Going and Other Finance

On-Going and Other Technology

Building and Grounds

Committee Leader **Commissioner Lutz** and Commissioner Koch

Primary Building and Grounds

On-Going and Other Building and Grounds

Personnel

Committee Leader **Commissioner Bardwell** and Commissioner Vaughan

Primary Personnel

1. Re-Fill Vacant Position at the Sheriff's Department — 31
   Re-Fill Corrections Deputy Position

On-Going and Other Personnel

Other Business as Necessary

1. SAFEBuilt Permit Discussion, Commissioner Lutz
2. Opioid Settlement Update, Clayette Zechmeister, Controller/Administrator — 32 - 58
   List of Opioid Remediation Uses
   Opioid-Principles-Doc
   Michigan's $81 Million Opioid Settlement Distribution Set to Begin

Public Comment Period

Adjournment

To: Tuscola County Board of Commissioners
Reference: Potential Provision of Spending Project
Date: January 23, 2023

Gentlemen,

As discussed in previous board meetings, the Saginaw/Tuscola Medical Control Authority has been at the forefront in cardiac arrest care and treatment. This is thanks to the cooperation between Central Dispatch, first responder agencies, EMS and the hospital care received in our area. If you are not familiar with the statistics, here is the most recent data from 2021:

	STMCA	Michigan	Nation
Overall Survival	17.3%	7.7%	9.1%
Survival When Bystander Witnessed	25.3%	-	-
Bystander CPR	55.8%	41.4%	40.7%
Public AED Use	35.7%	25.8%	20.7%

In an effort to improve these statistics and to reduce the burden on the local first responder agencies, which have all been dealing with a shortage of staff, this board agreed to and purchased ten Lucas Chest Compression devices for use in the county. These devices have had an immediate impact and have already been instrumental in the "save" of a cardiac arrest victim in the Millington Area on January 2nd.

This proposal is another piece that could potentially increase those numbers for not only the citizens of Tuscola County but also the employees. I am proposing that the Board of Commissioners use a small fraction of the Provisional Spending Money for the purchase of eighteen (18) LIFEPAK CR2 AEDs, one (1) training unit, and a supply of extra batteries and

extra pads. These units would be placed in every County building and be issued to the Road Patrol for use in the field. These new LIFEPAK AEDs would replace a couple of very aged Cardio Science units (over 10 years old) and several Zoll AEDs which are becoming old and nearing the end of their life. (The Zoll units vary in age from a manufacture date of August of 2002 to March of 2018) The recommended lifespan of an AED is 8-10 years and some of the environments that these devices are being used/stored in greatly shortens that life span.

There are several features that this particular AED offers that have made it the preferred device for us to look at.

1. This device has the ability to work in concert with the Lucas Chest Compression Devices. The LIFEPAK AED and the Lucas "interact" with each other maximizing the benefit of the devices to increase survivability.
2. The LIFEPAK AED has the ability to download utilizing either a WIFI connection or a USB cord. The old Zoll units utilize an infrared reader and the use of a Windows 7 device to complete the download.
3. The LIFEPAK AEDs have the ability to connect to the internet and report their status, battery life and pad life without having someone physically check each unit.
4. Because these devices are "connected" downloads from the deployments are automatically emailed to selected individuals.
5. This unit uses only one set of pads for adult and pediatric patients. The Zoll requires two separate sets of pads for this function.

If the Board agrees to this project, I have also spoken to other agencies in the county about joining in on this project. Several additional agencies expressed interest as well, which might help in lowering the projected cost of this project. It should also be noted that ACW Ambulance is already utilizing this proposed AED.

Please see the attached quote from Stryker for this proposal.

I have also been notified that there will be a price increase on these units effective February 1st. In order to receive this pricing, a decision must be made in short order.

Thank you for your consideration,

Deputy Steven Anderson

stryker

Tucsola County CR2 2022

Quote Number: 10614340

Version: 1

Prepared For: TUSCOLA COUNTY OFFICE OF EMER MGMT

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Tim Hornak

Email: tim.hornak@stryker.com

Phone Number: (231) 578-7801

Quote Date: 01/18/2023

Expiration Date: 04/18/2023

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	TUSCOLA COUNTY OFFICE OF EMER MGMT	Name:	TUSCOLA COUNTY OFFICE OF EMER MGMT	Name:	TUSCOLA COUNTY OFFICE OF EMER MGMT
Account #:	1551699	Account #:	1551699	Account #:	1551699
Address:	420 COURT ST STE 1	Address:	420 COURT ST STE 1	Address:	420 COURT ST STE 1
	CARO		CARO		CARO
	Michigan 48723-1606		Michigan 48723-1606		Michigan 48723-1606

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99512-001261	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	18	$1,838.85	$33,099.30
3.0	11141-000165	AED Lithium Battery, LPCR2	3	$219.00	$657.00
4.0	11101-000021	QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2	6	$135.20	$811.20
				Equipment Total:	$34,567.50

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZAEDPL-LPCR2	TRADE-IN-ZOLL AED PLUS TOWARDS PURCHASE OF LIFEPAK CR2	18	-$300.00	-$5,400.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$472.56
Grand Total:	$29,640.06

stryker

Tucsola County CR2 2022

Quote Number:	10614340	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	TUSCOLA COUNTY OFFICE OF EMER MGMT	Rep:	Tim Hornak
	Attn:	Email:	tim.hornak@stryker.com
		Phone Number:	(231) 578-7801

Quote Date: 01/18/2023
Expiration Date: 04/18/2023

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1544794
Contract Number: USC000003567
Contract Modifier:

Date: 01.06.2023

Company Name:	TUSCOLA COUNTY CENTRAL DISPATCH
Attn:	
Billing Address:	1303 CLEAVER RD
City, State, Zip:	CARO , MI, 48723
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	1036576984
Bill to Tag # :	
Contract Start Date :	01-Jan-2023
Contract End Date :	31-Dec-2023
Anniversary Day :	Dec 31st
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	$19,436.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$0.00

Subtotal - Recurring Services	$1,479.17	$19,436.00
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$1,479.17	$19,436.00

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

1/6/23

RECEIVED
JAN 10 2023
TUSCOLA COUNTY
Accounting

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Highlighted cybersecurity services added when applicable:

SECURITY PATCHING
Remote Security Update Service
[ ] Does Not Apply
[x] Opt Out - I have received a briefing on this service and choose not to subscribe.
Security Update Service
[ ] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
THREAT DETECTION
Managed Detection & Response
[ ] Does Not Apply
[x] Opt Out - I have received a briefing on this service and choose not to subscribe.

	Director	
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
Sandra Nielsen		
CUSTOMER (PRINT NAME)		
Mark Blaser	Customer Support Manager	01.06.2023
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Mark Blaser	4408654306	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : TUSCOLA COUNTY CENTRAL DISPATCH
Contract Number : USC000003567
Contract Modifier :
Contract Start Date : 01-Jan-2023
Contract End Date : 31-Dec-2023

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 09, 2021

Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

COW Agenda Item

1 message

Jodi Fetting <jfetting@tuscolacounty.org> Tue, Jan 17, 2023 at 3:03 PM
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Hi,
I would like to add to the January 23, 2023 COW Agenda:
Appointment to Recycling Committee

Mike Warchuck has expressed an interest in serving on the Committee. He would fill a seat that is currently vacant. It would be a 3-year term expiring December 31, 2025.

Please let me know if you have any questions,
Jodi

COUNTY OF TUSCOLA

DEPARTMENT OF BUILDINGS & GROUNDS

125 W. Lincoln St
Caro, Michigan 48723-1660
(989)672-3756

MICHAEL MILLER
Director

THOMAS McLANE
Assistant Director

TO: INTERESTED FARM OPERATIONS

FROM: MIKE MILLER

DATE: September 26, 2019

RE: FARM LEASE BID

Tuscola County will be accepting bids on 50 tillable acres located at the corner of Luder rd and Deckerville rd in Caro.

The following specifications shall be considered in your bid:

1. Lessee shall only be allowed to use the property for crop production only (no Cannabis).
2. Lessee shall keep and maintain the leased property in good condition.
3. Leased property is not tiled.
4. Lessee shall provide proof of general liability insurance to cover claims against the leased property for personal injury, death, and property damage.
5. This lease will be for 3 years.
6. County will be responsible for any real estate taxes if any.
7. Property description: CITY OF CARO SEC 34 T13N R9E COM AT N 1/4 COR OF SEC, TH N 88 DEG 03' 11" E 682.06 FT, TH S 02 DEG 10' 30" E 336 FT, TH N 88 DEG 03' 11" E 648 FT, TH S 02 DEG 10' 30" E 1637.83 FT, TH S 88 DEG 05' 33" W 1340.33 FT, TH N 01 DEG 52' 37" W 1972.86 FT TO POB
8. Your bid shall be per acre.

If you have, any questions please call 989-672-3756.

Closed sealed proposals labeled "FARM LEASE" shall be submitted to the Tuscola County Controllers office in the Purdy building, 125 W. Lincoln St., Caro, MI 48723 no later than 4:00 P.M. October 11, 2019.

Disclaimer

Tuscola County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to enter a contract as a result of this RFP. The County also reserves the right to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price."

By submitting a bid, the bidder is acknowledging that there will be no contractual relationship between Tuscola County and the bidder until both parties have formally approved and signed a written contract to be developed by Tuscola County legal counsel.

The County reserves the right to make an award without further discussion of any proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the offer can propose. There will be no best and final offer procedure. The County does reserve the right to contact an offer for clarification of its proposal."

19-M-190

Motion by Jensen, seconded by Vaughan that the three-year 2019 County Farmland Lease agreement be awarded to Schriber Farms who was the high bidder for an amount of $155 per acre. Also, all appropriate signatures are authorized. Roll Call Vote: Vaughan - yes; Jensen - yes; Grimshaw - no; Young - absent; Bardwell - yes. Motion Carried.

-State Land Survey - Commissioner Vaughan would like to move forward on obtaining a survey on the proposed state land the County could acquire. Board discussed putting an RFP out to have the land surveyed.

19-M-191

Motion by Vaughan, seconded by Jensen to authorize the County Controller/Administrator to put an RFP out for bid for surveyors to survey the land along the Cass River that the State Land Bank has offered to Tuscola County for acquisition. Motion Carried.

-KC Communications Contract Continuation - Clayette Zechmeister explained that month end is near and the Board needs to determine if the contract should be continued or terminated with KC Communications as there is a 30-day cancellation of the contract.
Board discussed the matter. Board would like to discuss with Jean Doss prior to making a decision.

-Animal Control (matter added) - Commissioner Grimshaw shared concerns of issues regarding the Animal Control Department and the proposed ordinance. Board discussed the matter. Commissioner Vaughan will follow-up with a meeting with the Animal Control Director regarding the proposed ordinance.

Correspondence/Resolutions -

-Community Corrections Monthly Report.
-Great Lakes National Cemetery Ceremony - Monday, November 18, 2019.
-Senior Empowerment Expo is being held at the Moose Lodge today.
-Honorable Judge Jason Bitzer Investiture today at 4:00 p.m.
-Sobriety Court Graduation November 8, 2019 at 10:00 a.m.

-Board discussed scheduled meeting dates for November and December. Board added a Committee of the Whole meeting for November 21, 2019 at 8:00 a.m. Board will transition the December 23, 2019 Committee of the Whole meeting to a full Board meeting and cancel the December 26, 2019 meeting. Clerk Fetting to prepare notices.

01/18/2023

Parcel 050-034-000-0100-02 V/L Luder Road Farm Lease

GL NUMBER	DESCRIPTION	BALANCE AS OF 12/31/2017	BALANCE AS OF 12/31/2018	BALANCE AS OF 12/31/2019	BALANCE AS OF 12/31/2020	BALANCE AS OF 12/31/2021	BALANCE AS OF 12/31/2022
Fund 101 - GENERAL FUND							
101-000-667.369	**RENT ON COUNTY FARM**	9,516.00	9,564.80	7,840.00	7,840.00	7,840.00	6,272.00
	LESS TAXES PAID	4,470.78	4,470.78	4,562.39	4,654.40	4,719.56	5,017.45
	NET	**$ 5,045.22**	**$ 5,094.02**	**$ 3,277.61**	**$ 3,185.60**	**$ 3,120.44**	**$ 1,254.55**

County Revenue Sharing Projections
Conference Report
Fiscal Year 2023

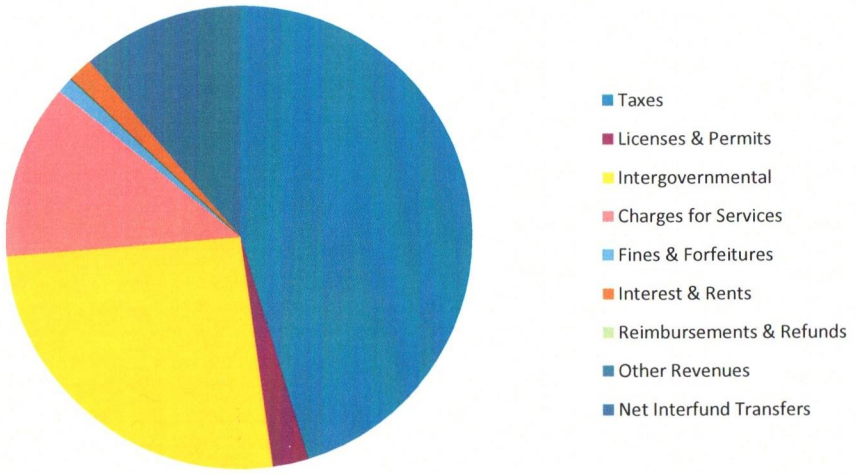
County	County Revenue Sharing (CRS)	County Incentive Program (CIP)	Total County Projected Payment
Alcona	$227,393.88	$48,877.99	$276,271.87
Alger	$178,388.78	$38,344.41	$216,733.19
Allegan	$2,092,826.30	$449,850.05	$2,542,676.35
Alpena	$677,100.69	$145,541.83	$822,642.52
Antrim	$480,327.04	$103,245.62	$583,572.66
Arenac	$313,115.19	$67,303.67	$380,418.86
Baraga	$174,425.91	$37,492.60	$211,918.51
Barry	$1,067,635.75	$229,486.79	$1,297,122.54
Bay	$2,404,264.71	$516,793.30	$2,921,058.01
Benzie	$316,153.63	$67,956.77	$384,110.40
Berrien	$3,389,489.46	$728,565.96	$4,118,055.42
Branch	$899,959.10	$193,444.93	$1,093,404.03
Calhoun	$2,788,446.36	$599,372.60	$3,387,818.96
Cass	$968,812.98	$208,244.98	$1,177,057.96
Charlevoix	$548,380.60	$117,873.63	$666,254.23
Cheboygan	$524,993.62	$112,846.64	$637,840.26
Chippewa	$667,859.85	$143,555.53	$811,415.38
Clare	$600,454.39	$129,066.82	$729,521.21
Clinton	$1,241,475.10	$266,853.31	$1,508,328.41
Crawford	$298,505.50	$64,163.34	$362,668.84
Delta	$746,320.28	$160,420.49	$906,740.77
Dickinson	$532,960.23	$114,559.05	$647,519.28
Eaton	$2,062,070.63	$443,239.16	$2,505,309.79
Emmet	$311,555.84	$66,968.49	$378,524.33
Grand Traverse	$1,589,149.59	$341,585.45	$1,930,735.04
Genesee	$9,195,345.85	$1,976,526.57	$11,171,872.42
Gladwin	$473,881.37	$101,860.13	$575,741.50
Gogebic	$315,276.40	$67,768.22	$383,044.62
Gratiot	$798,942.87	$171,731.64	$970,674.51
Hillsdale	$873,429.67	$187,742.47	$1,061,172.14
Houghton	$634,960.00	$136,483.75	$771,443.75
Huron	$745,560.23	$160,257.12	$905,817.35
Ingham	$5,665,302.45	$1,217,748.74	$6,883,051.19
Ionia	$1,095,707.20	$235,520.71	$1,331,227.91
Iosco	$494,423.53	$106,275.64	$600,699.17
Iron	$251,819.43	$54,128.23	$305,947.66
Isabella	$1,157,009.82	$248,697.62	$1,405,707.44
Jackson	$3,138,242.07	$674,560.69	$3,812,802.76
Kalamazoo	$4,827,980.76	$1,037,767.63	$5,865,748.39
Kalkaska	$324,663.70	$69,786.00	$394,449.70
Kent	$11,210,611.15	$2,409,704.99	$13,620,316.14
Keweenaw	$45,672.65	$9,817.27	$55,489.92
Lake	$229,589.41	$49,349.92	$278,939.33
Lapeer	$1,555,306.44	$334,310.92	$1,889,617.36
Leelanau	$444,988.01	$95,649.54	$540,637.55
Lenawee	$1,893,186.37	$406,937.73	$2,300,124.10
Livingston	$2,892,938.80	$621,833.10	$3,514,771.90

County Revenue Sharing Projections
Conference Report
Fiscal Year 2023

County	County Revenue Sharing (CRS)	County Incentive Program (CIP)	Total County Projected Payment
Luce	$119,407.55	$25,666.48	$145,074.03
Mackinac	$241,732.53	$51,960.06	$293,692.59
Macomb	$15,289,731.75	$3,286,506.18	$18,576,237.93
Manistee	$507,220.86	$109,026.41	$616,247.27
Marquette	$1,186,958.16	$255,134.97	$1,442,093.13
Mason	$585,211.85	$125,790.46	$711,002.31
Mecosta	$792,326.54	$170,309.47	$962,636.01
Menominee	$493,880.35	$106,158.88	$600,039.23
Midland	$1,837,538.53	$394,976.31	$2,232,514.84
Missaukee	$263,968.54	$56,739.67	$320,708.21
Monroe	$2,888,323.46	$620,841.04	$3,509,164.50
Montcalm	$1,156,095.54	$248,501.10	$1,404,596.64
Montmorency	$201,011.63	$43,207.17	$244,218.80
Muskegon	$3,350,651.99	$720,217.90	$4,070,869.89
Newaygo	$887,757.30	$190,822.17	$1,078,579.47
Oakland	$24,344,257.77	$5,232,763.73	$29,577,021.50
Oceana	$498,290.71	$107,106.88	$605,397.59
Ogemaw	$428,247.34	$92,051.16	$520,298.50
Ontonagon	$161,222.12	$34,654.47	$195,876.59
Osceola	$527,390.25	$113,361.79	$640,752.04
Oscoda	$182,726.45	$39,276.80	$222,003.25
Otsego	$456,697.52	$98,166.49	$554,864.01
Ottawa	$4,362,132.09	$937,634.11	$5,299,766.20
Presque Isle	$291,791.20	$62,720.11	$354,511.31
Roscommon	$472,265.43	$101,512.79	$573,778.22
Saginaw	$4,248,823.79	$913,278.65	$5,162,102.44
Sanilac	$852,464.88	$183,236.12	$1,035,701.00
Schoolcraft	$171,848.22	$36,938.53	$208,786.75
Shiawassee	$1,341,115.75	$288,270.93	$1,629,386.68
St Clair	$3,493,295.37	$750,878.89	$4,244,174.26
St Joseph	$1,277,984.62	$274,700.98	$1,552,685.60
Tuscola	$1,021,072.63	$219,478.12	$1,240,550.75
Van Buren	$1,431,157.84	$307,625.35	$1,738,783.19
Washtenaw	$6,427,497.17	$1,381,581.41	$7,809,078.58
Wayne	$46,534,077.49	$10,002,434.05	$56,536,511.54
Wexford	$625,121.19	$134,368.91	$759,490.10
Totals	$202,318,200.00	$43,488,010.58	$245,806,210.58

CITIZEN'S GUIDE TO LOCAL UNIT FINANCES - Tuscola County (79)

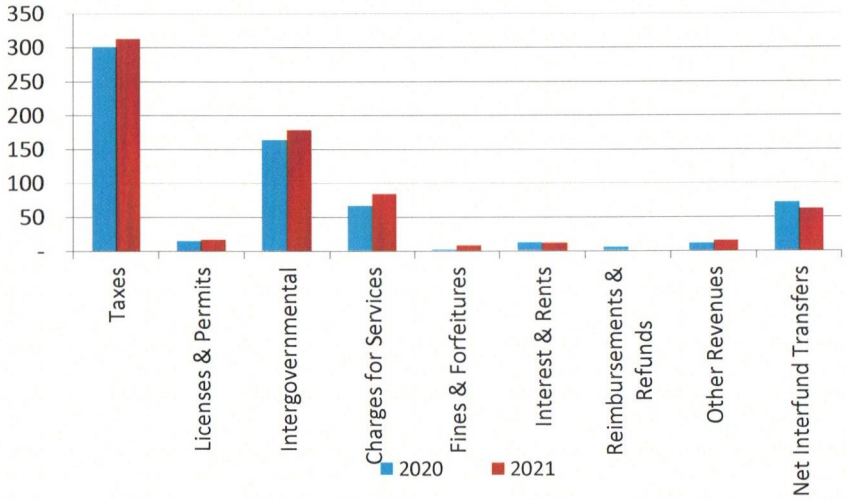
1. Where our money comes from (all governmental funds)



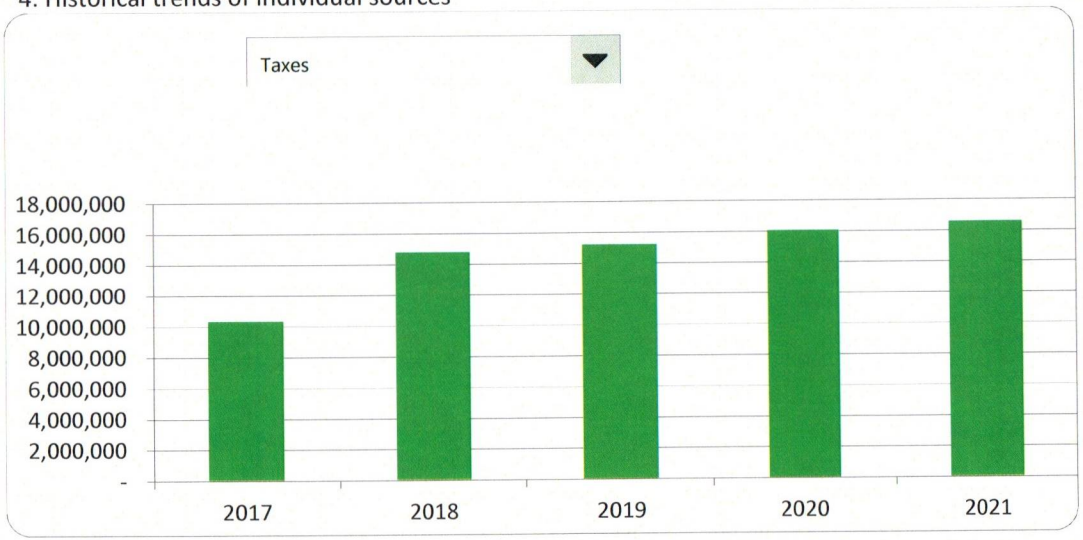
2. Compared to the prior year

	2020	2021	% change
Taxes	$ 16,026,873	$ 16,555,985	3.30%
Licenses & Permits	758,657	902,186	18.92%
Intergovernmental	8,720,251	9,453,345	8.41%
Charges for Services	3,516,151	4,432,215	26.05%
Fines & Forfeitures	77,510	415,999	436.70%
Interest & Rents	627,955	628,092	0.02%
Reimbursements & Refunds	267,575	-	-100.00%
Other Revenues	584,291	839,568	43.69%
Net Interfund Transfers	3,786,932	3,291,046	-13.09%
Total Revenues	$ 34,366,195	$ 36,518,436	6.26%

3. Revenue sources per capita - compared to the prior year



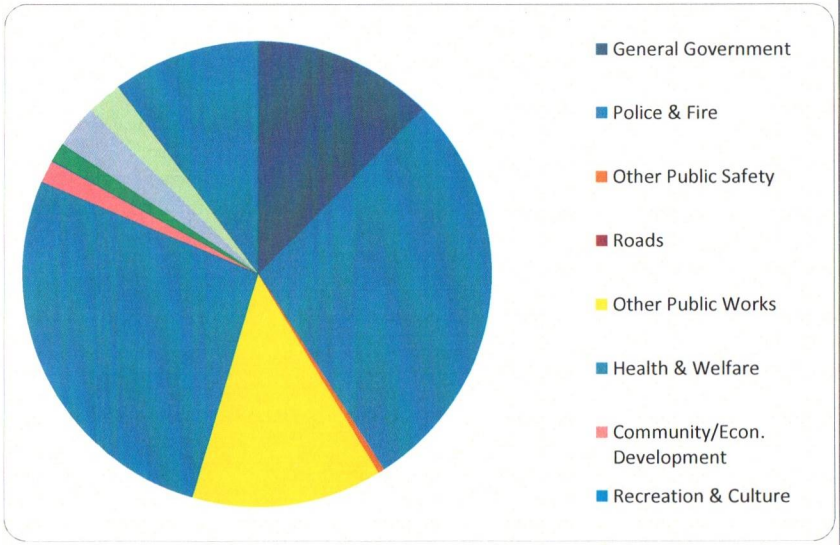
4. Historical trends of individual sources



Commentary: The County's revenues remained comparable with the prior year seeing mostly modest increases, while intergovernmental saw the biggest increase due to increased state revenue sharing. The Financial positon of the county has improved primarily because of the tax revenue from wind turbine and transmission line development.

CITIZEN'S GUIDE TO LOCAL UNIT FINANCES - Tuscola County (79)

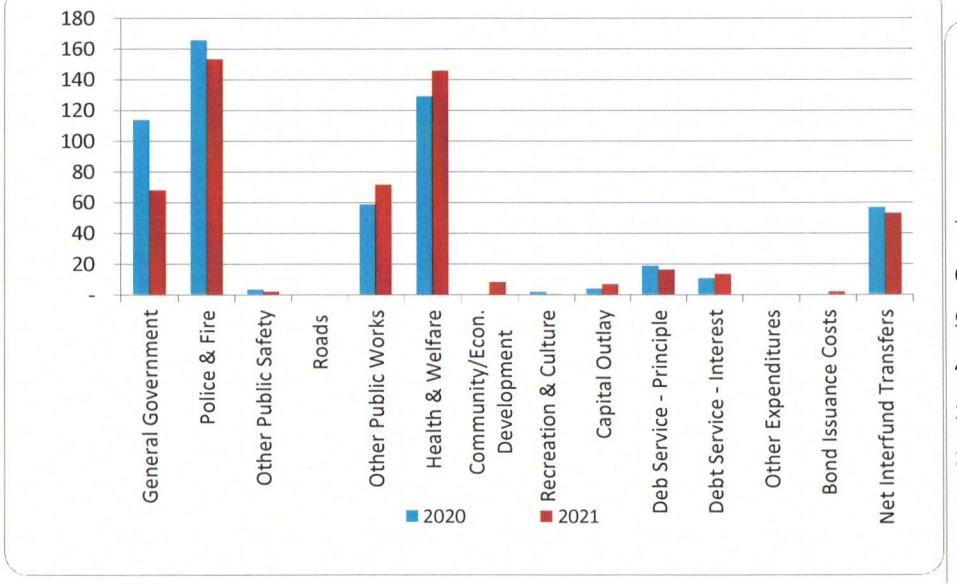
1. Where we spend our money (all governmental funds)



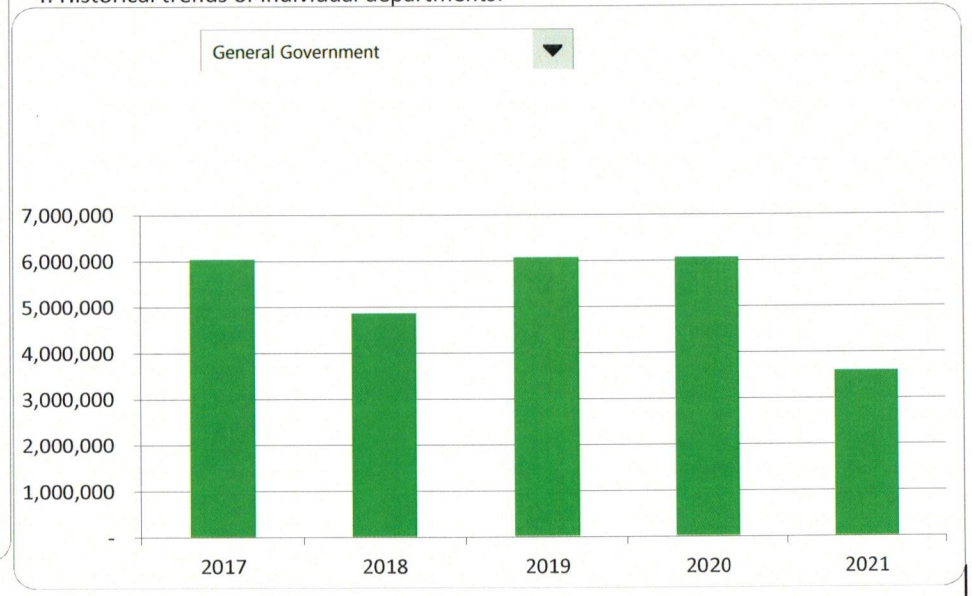
2. Compared to the prior year

	2020	2021	% change
Legislative	$ 150,995	$ 194,770	28.99%
Judicial	3,316,811	6,237,281	88.05%
General Government	6,054,539	3,584,549	-40.80%
Police & Fire	8,823,001	8,105,931	-8.13%
Other Public Safety	175,038	118,817	-32.12%
Other Public Works	3,125,358	3,784,965	21.11%
Health & Welfare	6,882,767	7,713,412	12.07%
Community/Econ. Development	-	440,157	N/A
Recreation & Culture	94,790	23,297	-75.42%
Capital Outlay	205,702	371,021	80.37%
Deb Service - Principle	997,159	865,306	-13.22%
Debt Service - Interest	554,999	703,355	26.73%
Total Expenditures	$ 26,913,353	$ 25,710,810	-4.47%

3. Spending per capita - compared to the prior year



4. Historical trends of individual departments:

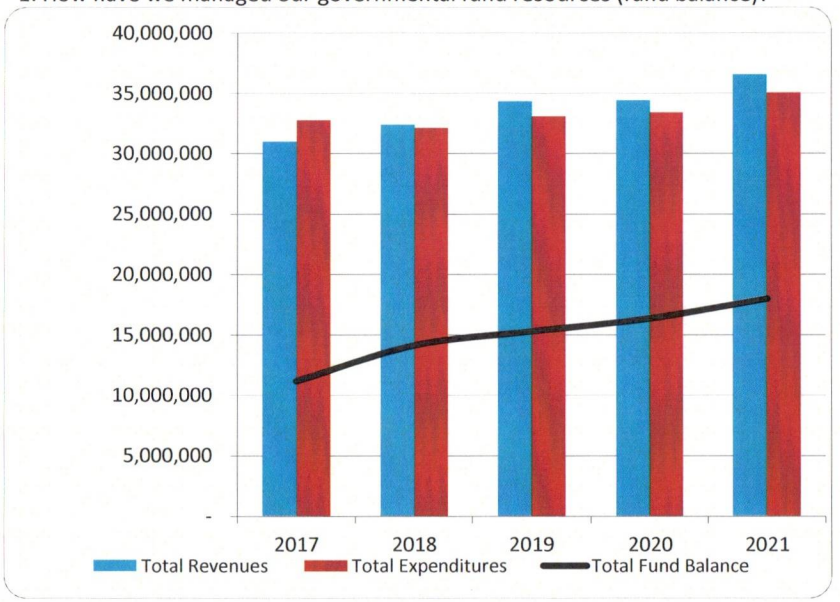


Commentary: Actual expenditures came in under budgeted expenditures with a comparable incease across the board.

CITIZEN'S GUIDE TO LOCAL UNIT FINANCES - Tuscola County (79)

FINANCIAL POSITION

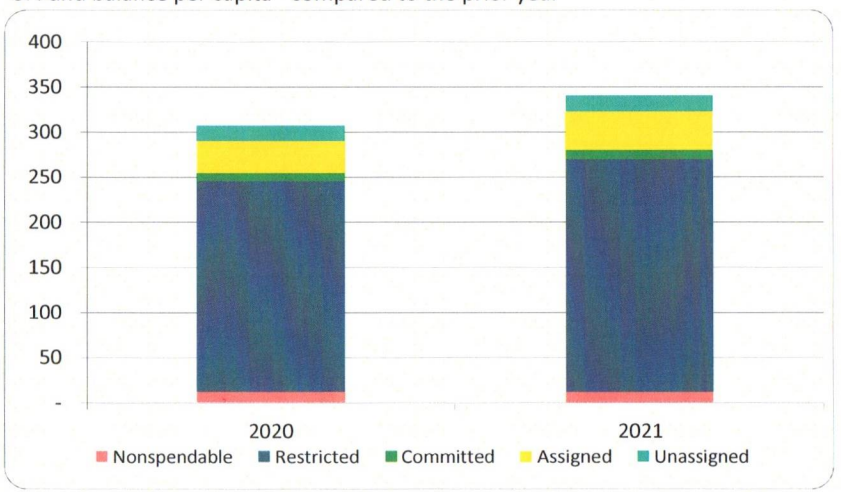
1. How have we managed our governmental fund resources (fund balance)?



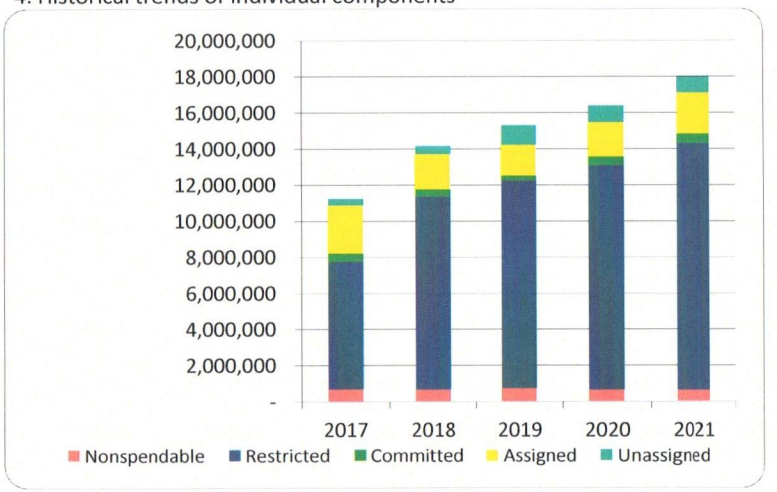
2. Compared to the prior year

	2020	2021	% change
Revenue	34,366,195	36,518,436	6.26%
Expenditures	33,389,602	35,046,751	4.96%
Surplus (shortfall)	976,593	1,471,685	50.70%
Fund balance, by component:			
Nonspendable	624,668	606,727	-2.87%
Restricted	12,478,432	13,681,218	9.64%
Committed	430,024	499,917	16.25%
Assigned	1,907,828	2,274,895	19.24%
Unassigned	920,680	920,680	0.00%
total fund balance	16,361,632	17,983,437	9.91%

3. Fund balance per capita - compared to the prior year



4. Historical trends of individual components



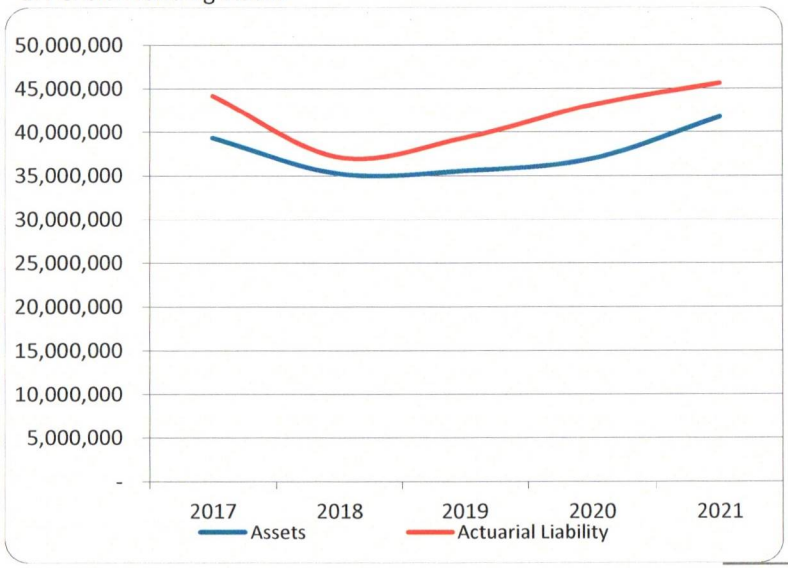
Commentary: The County's governmental funds reported combined ending fund balances of $17,976,317, an increase of $1,614,685 in comparison wi year. Approximately 5.3%, or $957,003, constitutes unassigned fund balance. The remainder of fund balance is restricted, $13,681,218 or 76.1%, $49 was committed, assigned was $2,231,452 or 12.4%, $606,727 or 3.4% was nonspendable.

For more information on our unit's finances, contact Deborah Babich at 989-672-3268.

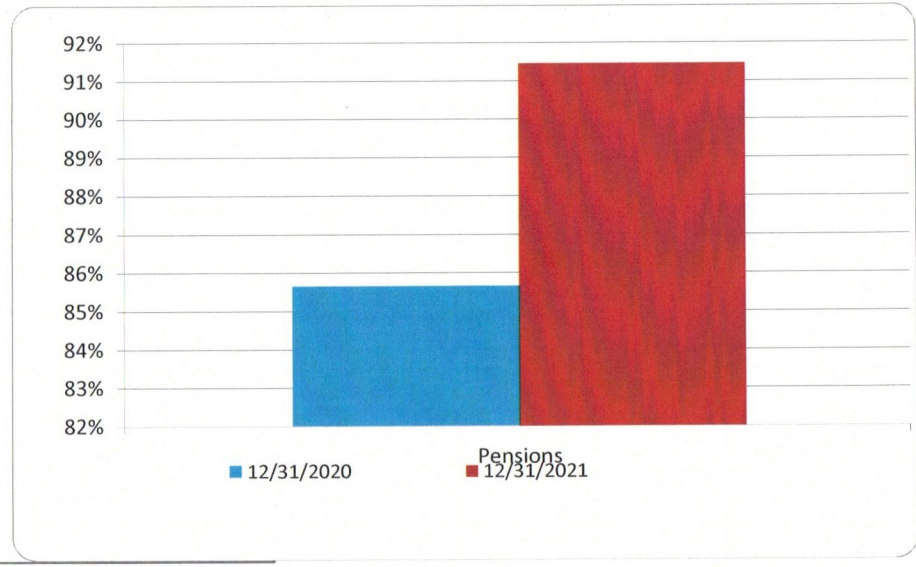
CITIZEN'S GUIDE TO LOCAL UNIT FINANCES - Tuscola County (79)

OTHER LONG TERM OBLIGATIONS

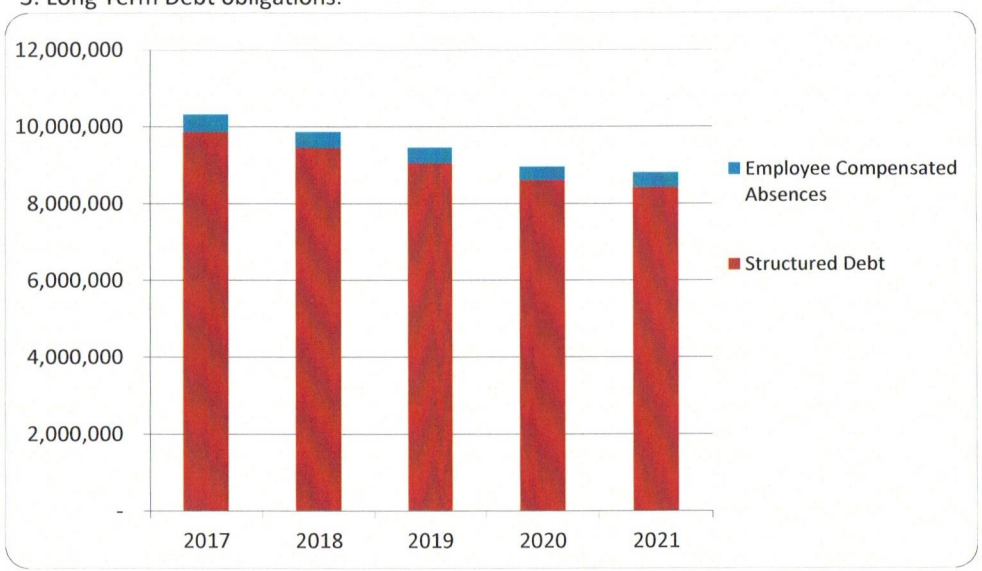
1. Pension funding status



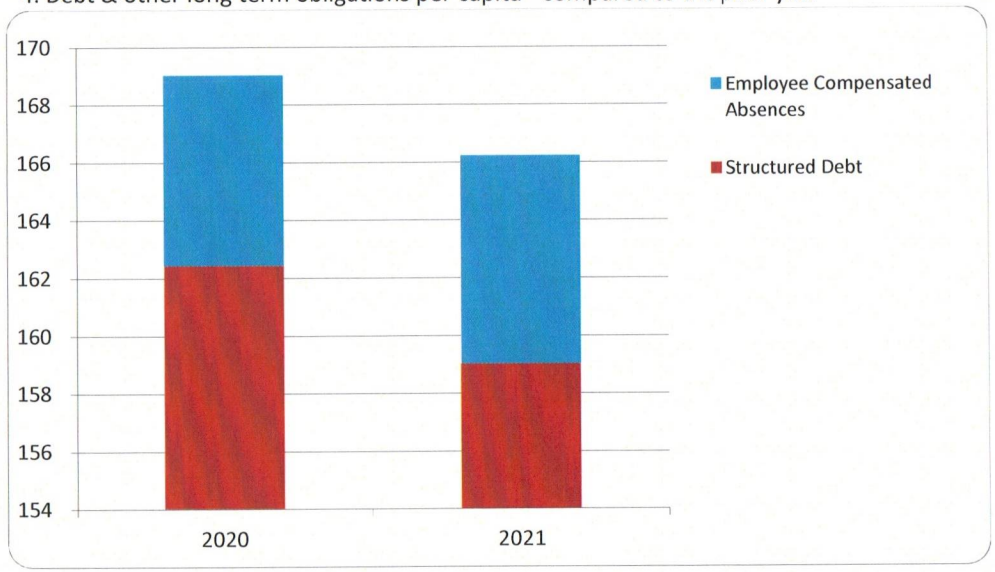
2. Percent funded - compared to the prior year



3. Long Term Debt obligations:



4. Debt & other long term obligations per capita - compared to the prior year



Commentary: The Pension Obligation Bond fund had an increase in $4,505, in 2021 the county refunded the previous bond and paid off most of the old bond in the amount of $5,530,000. At the end of 2021, the County had total debt outstanding, exclusive of compensated absences, of $19,543,773. Of this amount, $16,118,043 was debt of governmental activities and $3,425,730 was debt of business type activities.

For more information on our unit's finances, contact Deborah Babich at 989-672-3268.

TUSCOLA COUNTY
CONTROLLER/ADMINISTRATOR'S OFFICE

Clayette Zechmeister
Controller/Administrator
zclay@tuscolacounty.org

125 W. Lincoln St., Suite 500
Caro, Michigan 48723

Telephone
989-672-3700

The state requires counties to submit an annual performance dashboard. The 2021 Dashboard is detailed below. It uses statistical information to determine how the county is performing with key economic and other indicators of county conditions. In addition to this summary, graphs are attached for further understanding. Color denotation is as follows: **Red** - Unfavorable Indicator, **Green** - Favorable Indicator and **Yellow** - Neutral Indicator.

Population

- **County population** – According to the U.S. Census, County population declined from 54,662 in 2012 to 52,917 in 2021. This is a 10-year loss of 1,745 people, or 3.19%. Michigan was one of 18 states in the nation to experience a population decline from 2020 to 2021. Since Tuscola County continues to experience a decline in population since 2012 is a continuing concern. For 2020 to 2021, the US Census estimated the national population increased by 1% and the state decreased by -0.3. Tuscola County decreased by (-0.8.%). Many factors can be contributed to this trend such as economic challenges and rate reflective of pandemic losses. **Unfavorable Trend**

- **Percentage of people 65 and older** – The percentage of the county population that is 65 and over is higher than both the state and nation. The percentage of people over 65 in 2020 was 21.5% in the county compared to 16.8% for the US and 18.1% for Michigan. This trend can be an indicator of limited economic activity with the younger population leaving the county and elderly staying. **Unfavorable Trend**

- **School enrollment counts** – Comparative to population decline, surprisingly, public school enrollment increased slightly which is surprising being with the consistent population decline. There were 9,518 students enrolled in Tuscola County during the 2021 school year with the nine county school districts which is a small increase compared to 7,446 in 2020, which is an increase of 27 students, or 0.4%. In 2012 there was an average of 1,136 students per school district compared to 830 in 2021. **Unfavorable Trend**

Economy

- **Unemployment Rate** – According to the Bureau of Labor Statistics, the 2021 county unemployment rate was 4.8% compared to 10.1% in 2020 reflecting the 2020 coronavirus COVID-19 disease pandemic-induced employment deficiencies. The County unemployment rate was lower than the state and the nation. **Favorable Trend**

- **Number Employed** – The number of people employed in the county, according to the Bureau of Labor Statistics continues to decline. The number employed in 2021 was 21,236. This is a decrease from the number of 21,344 that were employed in 2020. In comparison, there were 22,251 people employed in

2012. The number of people employed is expected to increase as businesses rebuild and population increases and is somewhat level with the population trend. **Unfavorable Trend**

- **Foreclosures** – A positive indicator is the number of foreclosures continue to decline from 2020 to 2021 from 34 in 2020 to 18 in 2021. **Favorable Trend**

- **Leading employers** – The top 10 employers in the county are: Caro Regional Center, Tuscola County, Walbro Engine Management, Lighthouse Neurological Rehab, Hills & Dales General Hospital, Tuscola Intermediate School District, Caro Community Schools, Vassar School District, Human Development Commission and Walmart. **Neutral**

- **Poverty** – The percentage of people living in poverty is higher in the county when compared to the country, but significantly lower when compared to the state. **Favorable Trend**

- **Public assistance** – The number and percentage of people receiving some form of public assistance decreased in 2020 as compared to 2019. There were 28.6% of the people in Tuscola County receiving some form of public assistance in 2019 and 28.2% in 2020 according to the most current data available. **Favorable Trend**

- **People Without Health Insurance** – In 2021, 6.8% of the people in the county had no health insurance. This is a slightly higher percentage compared to the state but less than the nation with 9.8% of people without health insurance. **Favorable Trend**

Income

- **Household income** - Median household income is lower in the county at $51,891 than the state at $59,234 and nation at $64,994. Home values are much lower in the county than state and nation. This is reflective of the limited employment opportunities in the county. **Unfavorable Trend**

- **Per Capita Personal Income** – Per capita personal income continues to increase. From 2019 to 2020, per capita income increased by 1.8%. For 2020, the amount for the county was $38,676. **Favorable Trend**

Housing

- **House values** – Another measure of economic strength is median housing values. The 2019 value of homes in the county are comparatively lower at $104,000 to $154,900 for the state and significantly lower than the nation at $217,500. The county median house value is only 48% of the national value. **Unfavorable Trend**

Education

- **Higher education** – The percentage of people that have a bachelor's degree in the county is only 13.5% compared to the state at 30% and the nation at 32.9%. This lower education level can cause challenges in creating economic development and employment opportunities. **Unfavorable Trend**

County Government Statistical Indicators

- **Debt** – County debt per capita from 2020 to 2021 had a slight decrease. At $159 per capita it is comparatively low. Only about 3.7% of the total allowed county debt is being used. Favorable Trend

- **Assessed value** – A favorable trend is the continued strong growth in county assessed value. Assessed value increased from $2.85 billion in 2020 to $2.93 billion in 2021. This is almost a 3% increase. Most of this increase is the result of wind turbine construction which is assessed as personal property. Six of the top 10 tax-payers in the county are utilities and wind development companies. Favorable Trend

- **Sheriff arrests** – The number of sheriff arrests decreased from 483 in 2020 to 417 in 2021. **Neutral**

- **Jailed offenders** – The number of jailed offenders decreased from 878 in 2020 to 860 in 2021. **Neutral**

- **Traffic violations and other summons** – The number of traffic violations issued experienced an increase from 1,527 in 2020 to 2,286 in 2021, which may be due to the community re-opening while in the process of gaining immunity to the COVID-19 virus. In 2020 there were 1,527 traffic violations issued which is significantly lower than 2,286 in 2021. There are several explanations for this increase. It has resulted in an increase in county revenue. Favorable Trend

- **Court filings** – Circuit Court new case filings have increased when comparing 2012 to 2021. This trend may be due to the COVID-19 pandemic which resulted in the County Courthouse closure for several months in 2020 and business back to normal in 2021. District Court new case filings have increased slightly with 842 cases more in 2021 than in 2020. In 2012, there were 7,680 new cases filed compared to 5,719 new cases filed in 2021. Probate Court new case filings significantly increased when comparing 2020 to 2021. Over the last 15 years the number of Probate new case filings has ranged from 347 to 453. **Neutral**

Projected Budget Report

Local Government Name:	Tuscola County
Local Unit Code:	790000
Current Fiscal Year End Date:	12/31/2022
Fund Name:	General Fund

REVENUES		2022 Amended Budget	Percentage Change		2023 Projected Budget	Assumptions
Taxes	$	8,345,382	4.53	%	$ 8,723,595	Increase Property Tax Rev Derease Wind
Licenses and Permits	$	3,500	0.00	%	$ 3,500	Building Codes Moved to Special Fund
Intergovernmental	$	477,676	32.88	%	$ 634,755	Transferred Provision of Government Services funds to General Fund
Charges for Services	$	2,397,876	34.58	%	$ 3,226,995	
Fines and Forfeits	$	1,164,560	2.68	%	$ 1,195,750	Less Court Revenue
Interest Rent	$	442,016	-0.20	%	$ 441,131	
Reimbursement and Refunds	$	736,748	-26.51	%	$ 541,448	Non election year
Other		-	#DIV/0!		-	
Interfund Transfers (In)	$	1,907,829	-54.49	%	$ 868,305	Indirect cost reduced
Total Revenues	**$**	**15,475,587**			**$ 15,635,479**	
EXPENDITURES						
Legislative	$	213,914	2.36	%	$ 218,961	
Judicial	$	2,474,750	8.32	%	$ 2,680,582	Bailiffs Moved to Security Budget and Position Reduction
General Government	$	5,211,853	4.34	%	$ 5,437,993	Not an election year
Public Safety	$	3,212,478	3.12	%	$ 3,312,852	
Public Works		362,833	5.39	%	382,383	Building Codes in Special Fund
Health and Welfare	$	159,710	6.41	%	$ 169,944	
Other	$	1,681,022	-58.31	%	$ 700,814	Provision of Government Services transferred to General Fund
Interfund Transfers (Out)	$	2,159,027	26.54	%	$ 2,731,950	
Total Expenditures	**$**	**15,475,587**			**$ 15,635,479**	
Net Revenues (Expenditures)	**$**	-			**$** -	
Beginning Fund Balance	**$**	**2,843,124**			**$ 2,843,124**	
Ending Fund Balance	**$**	**2,843,124**			**$ 2,843,124**	

Debt Service Report

Local Unit Name:	Tuscola County
Local Unit Code:	790000
Current Fiscal Year End Date:	12/31/2022
Debt Name:	**Pension Obligation Bonds**
Issuance Date:	**04/07/2016**
Issuance Amount:	**$6,980,000**
Debt Instrument (or Type):	**Taxable Obligations**
Repayment Source(s):	**County General Fund**

Years Ending	Principal	Interest	Total
2022	320,000	191,050	511,050
2023	335,000	181,450	516,450
2024	350,000	171,400	521,400
2025	360,000	160,900	520,900
2026	395,000	150,100	545,100
2027	415,000	138,250	553,250
2028	425,000	125,178	550,178
2029	445,000	111,153	556,153
2030	460,000	95,800	555,800
2031	480,000	79,470	559,470
2032	500,000	61,950	561,950
2033	525,000	43,200	568,200
2034	555,000	22,200	577,200
Totals	**$ 5,565,000**	**$ 1,532,100**	**$ 7,097,100**

Debt Service Report

Local Unit Name:	Tuscola County
Local Unit Code:	790000
Current Fiscal Year End Date:	12/31/2021
Debt Name:	**Purdy Building Debt**
Issuance Date:	**09/08/2011**
Issuance Amount:	**$995,000**
Debt Instrument (or Type):	**Capitol Improvement Bonds**
Repayment Source(s):	**County General Fund**

Years Ending	Principal	Interest	Total
2022	$ 50,000	$ 26,593	$ 76,593
2023	$ 50,000	$ 24,643	$ 74,643
2024	$ 55,000	$ 22,501	$ 77,501
2025	$ 55,000	$ 20,178	$ 75,178
2026	$ 60,000	$ 17,645	$ 77,645
2027	$ 60,000	$ 14,885	$ 74,885
2028	$ 65,000	$ 11,883	$ 76,883
2029	$ 65,000	$ 8,698	$ 73,698
2030	$ 70,000	$ 5,390	$ 75,390
2031	$ 75,000	$ 1,838	$ 76,838
Totals	**$ 605,000**	**$ 154,254**	**$ 759,254**

Debt Service Report

Local Unit Name:	Tuscola County
Local Unit Code:	790000
Current Fiscal Year End Date:	12/31/2021
Debt Name:	**Health Department Pension Obligation Bonds**
Issuance Date:	**04/01/2017**
Issuance Amount:	**$2,475,000**
Debt Instrument (or Type):	**Taxable Obligations**
Repayment Source(s):	**Health Department General Fund**

Years Ending	Principal	Interest	Total
2022	120,000	67,975	187,975
2023	125,000	64,375	189,375
2024	125,000	60,625	185,625
2025	140,000	56,875	196,875
2026	145,000	52,675	197,675
2027	150,000	48,325	198,325
2028	150,000	43,450	193,450
2029	155,000	38,200	193,200
2030	155,000	32,775	187,775
2031	165,000	26,963	191,963
2032	170,000	20,775	190,775
2033	175,000	14,400	189,400
2034	185,000	7,400	192,400
Totals	**$ 1,960,000**	**$ 534,813**	**$ 2,494,813**

Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

(no subject)

1 message

Robert Baxter <rbaxter@tuscolacounty.org> Thu, Jan 19, 2023 at 12:01 PM
To: Clayette Zechmeister <zclay@tuscolacounty.org>
Cc: Christy Poulos <cpoulos@tuscolacounty.org>, Shelly Lutz <lutzs@tuscolacounty.org>

Move that per the request from Undersheriff Baxter to hire Mallory Fini for an open full-time corrections position, pending a background investigation, physical & drug test. She will have a full-time wage of $19.73 (step 1) per hour.

Undersheriff Robert E. Baxter
Tuscola County Sheriff Administration
420 Court St
Caro, MI 48723
989-673-8161 ext 2225
Fax: 989-673-8164

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EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Principles for the Use of Funds From the Opioid Litigation

Principles for the Use of Funds From the Opioid Litigation

States, cities, counties, and tribes will soon be receiving funds from opioid manufacturers, pharmaceutical distributors, and pharmacies as a result of litigation brought against these companies for their role in the opioid epidemic that has claimed more than half a million lives over the past two decades.

Governors, attorneys general, and legislators will face difficult decisions in determining the best use of these funds. We support the following principles:

1. **Spend money to save lives.**
   Given the economic downturn, many states and localities will be tempted to use the dollars to fill holes in their budgets rather than expand needed programs. Jurisdictions should use the funds to supplement rather than replace existing spending.

2. **Use evidence to guide spending.**
   At this point in the overdose epidemic, researchers and clinicians have built a substantial body of evidence demonstrating what works and what does not. States and localities should use this information to make funding decisions.

3. **Invest in youth prevention.**
   States and localities should support children, youth, and families by making long-term investments in effective programs and strategies for community change.

4. **Focus on racial equity.**
   States and localities should direct significant funds to communities affected by years of discriminatory policies and now experiencing substantial increases in overdoses.

5. **Develop a fair and transparent process for deciding where to spend the funding.**
   This process should be guided by public health leaders with the active engagement of people and families with lived experience, clinicians, as well as other key groups.

This document describes these principles in greater detail.

Background

Addiction is an ongoing public health crisis in the United States; an estimated 20 million people have a substance use disorder related to alcohol or illicit drugs. Recent attention has understandably focused on the role of opioids—which have killed more than 500,000 people over the past two decades. Driven in large part by increases in overdose deaths and suicides (which are often associated with substance misuse), life expectancy in the United States dropped from 2014 to 2017, the first three-year decline in nearly a century.

Already dire, the situation has worsened with the COVID-19 pandemic. The economic downturn and social distancing mandates have increased the chance of overdose among people who use drugs. Preliminary data indicate that overdose deaths have increased in most states compared to a year ago, with some states reporting an estimated 30% increase in opioid-related deaths so far in 2020. Early evidence also indicates a significant increase in alcohol consumption, anxiety, and depression during the pandemic. Accordingly, addressing mental health and addiction should be part of any COVID-19 response.

Confronting this new crisis, many localities are already adopting interventions that save lives. Fortunately, new financial resources that can help states and communities fund additional programs are close at hand as a result of lawsuits brought by States, cities, counties, and tribes against opioid manufacturers, pharmaceutical distributors, and pharmacies. This is an unprecedented opportunity to invest in solutions to address the needs of people with substance use disorders.

For this to happen, jurisdictions must avoid what happened with the dollars that states received as part of the litigation against tobacco companies. Those landmark lawsuits were hailed as an opportunity to help current smokers quit and prevent children from starting to smoke. Unfortunately, most states have not used the dollars to fund tobacco prevention and cessation programs. Overall, less than 3% of revenue from the settlement and tobacco taxes went to tobacco control efforts. Failure to invest these dollars in tobacco prevention and cessation programs has been a significant missed opportunity to address the greatest cause of preventable death in the United States.

To guide jurisdictions in the use of these funds, we encourage the adoption of five guiding principles through specific actions outlined here. The principles are as follows:

1. **Spend money to save lives.**
2. **Use evidence to guide spending.**
3. **Invest in youth prevention.**
4. **Focus on racial equity.**
5. **Develop a transparent, inclusive decision-making process.**

Principle 1: Spend money to save lives.

Given the economic downturn, many states and localities will be tempted to use the dollars to fill holes in their budgets rather than expand needed programs. Jurisdictions should use the funds to supplement rather than replace existing spending.

In addition to its dramatic health impacts, the COVID-19 pandemic has also harmed the U.S. economy, leaving gaps in localities' operating budgets. Despite the increasing number of overdose deaths, many state and local governments have already made cuts to substance use and behavioral health programs.

However, at current funding levels, these programs are already not meeting the needs of people who use drugs. For example, only an estimated 10% to 20% of people with opioid use disorder are receiving any treatment at all. Accordingly, groups like the American Medical Association and the American Bar Association have called for all settlement funds to address the substance use epidemic.

How can jurisdictions adopt this principle?

1) *Establish a dedicated fund.*
Ensuring that funds from the opioid lawsuits are being used to help people with substance use disorders is easier if dollars resulting from the various legal actions go into a dedicated fund. When establishing such a fund, jurisdictions should include specific language that the money from the fund cannot be used to replace existing state investments and outline the acceptable uses of the dollars when establishing this fund. (See *Principle 2—Use evidence to guide spending* for examples.)

2) *Supplement rather than supplant existing funding.*
In order to be sure that funds are being used to expand programs, jurisdictions should understand their baseline level of spending on substance use disorders, including prevention efforts. This will help ensure that dollars from any legal actions are additive to existing efforts. Most jurisdictions have already developed comprehensive strategic plans focused on opioids; these plans can be used as a starting point for prioritizing new investments.

3) *Don't spend all the money at once.*
Ameliorating the toll of substance use, and addressing the underlying root causes, will require sustained funding by states and localities. Jurisdictions should avoid the temptation to exchange future payments that result from the opioid litigation for an upfront lump sum payment, as happened in many states with dollars from the tobacco settlements. Should the opioid lawsuits result in a lump sum payment to jurisdictions, they should consider establishing an endowment so that the dollars can be used over time.

4) *Report to the public on where the money is going.*
Jurisdictions should publicly report on how funds from opioid litigation are being spent. The expenditures should be categorized such that it is easy to understand the goals of a particular program and the measures that they are using to determine success, such as, for naloxone distribution programs, the amount of naloxone distributed.

Principle 2: Use evidence to guide spending.

At this point in the overdose epidemic, researchers and clinicians have built a substantial body of evidence demonstrating what works and what does not. States and localities should use this information to make funding decisions.

Jurisdictions run the risk of using new dollars on programs that do not work or are even counterproductive if they do not rely on evidence to guide the spending. As one example, people with opioid use disorder in many residential treatment facilities are prohibited from being treated with methadone or buprenorphine, despite evidence that these medications reduce the chance of overdose death by 50% or more. To address this gap, jurisdictions can use the dollars to help residential programs transition to offering a full range of medication treatment options.

How can jurisdictions adopt this principle?

1) *Direct funds to programs supported by evidence.*
   Jurisdictions should fund initiatives demonstrated by research to work and not fund programs shown not to work. Interventions that work, ranging from youth prevention efforts to harm reduction programs to communications campaigns that address stigma, have been compiled by a number of different organizations. See *Appendix 1* for examples of these summaries, which should serve as references as jurisdictions determine which interventions to fund. Additionally, state and local agencies that oversee substance use interventions have significant expertise regarding programs that work.

   Should jurisdictions fund programs that have not been studied, they should also allocate sufficient dollars to confirm their effectiveness.

2) *Remove policies that may block adoption of programs that work.*
   In many jurisdictions, state and local policy change may need to occur in order for affected communities to implement evidence-based models. For example, state restrictions may cap the number of methadone clinics that may operate in the state, may make it difficult for nurse practitioners to prescribe buprenorphine, or may impede good harm reduction practices by banning syringe service programs. States should ensure that their regulations are not more restrictive than federal guidelines.

3) *Build data collection capacity.*
   An important part of determining which programs are working in a given jurisdiction is collecting sufficient data. Jurisdictions should consider using opioid settlement funds to build the capacity of their public health department to collect data and evaluate policies, programs, and strategies designed to address substance use.

   In particular, jurisdictions should be sure that they have sufficient data to ensure that they are meeting the needs of minority populations. Localities should make data available to the public in annual reports and on publicly facing data dashboards.

Principle 3: Invest in youth prevention.

States and localities should support children, youth, and families by making long-term investments in effective programs and strategies for community change.

Any comprehensive effort to reduce the toll of substance use generally—and opioids specifically—must invest in youth primary prevention programs.

- Overdoses among children have increased steadily over the past decade; nearly 8,000 adolescents ages 15–19 died of an opioid overdose between 1999 and 2016.
- Substance use by children often persists into adulthood; approximately one-half of all people with substance use disorders start their substance use before age 14.

Primary prevention efforts—which are designed to stop use before it starts—can interrupt the pathways to addiction and overdose. Youth primary prevention also reduces the risk of substance use and lessens other negative outcomes, including low educational status, under- and unemployment, unintended parenthood, and an increased risk of death from a variety of causes.

Youth prevention programs also have a very favorable return on investment—$18 dollars for every dollar spent by one estimate.

How can jurisdictions adopt this principle

Direct funds to evidence-based interventions.
Youth primary prevention programs address individual risk factors (such as a favorable attitude towards substance use) and strengthen protective factors (such as resiliency); they can also address elements at the family and community levels.

Research demonstrates that not all prevention programs are created equal. While there are many examples of effective prevention programs, investments in ineffective prevention initiatives persist. Jurisdictions should be sure that the programs that they are funding are supported by a solid evidence base.

Numerous compilations of effective youth primary prevention interventions already exist, including the following:

- Blueprints for Healthy Youth Development.
- Facing Addiction in America, the Surgeon General's Report on Alcohol, Drugs, and Health, 2016.

Jurisdictions should also fund long-term evaluations of youth prevention programs to ensure that they are having their desired effect.

Principle 4: Focus on racial equity.

States and localities should direct significant funds to communities affected by years of discriminatory policies and now experiencing substantial increases in overdoses.

Although minority communities experience substance use disorders at similar rates as other racial groups, in recent years the rate of opioid overdose deaths has been increasing more rapidly in Black populations than in white ones. Additionally, historically racist policies and practices have led to a differential impact of the epidemic. In particular, minorities are more likely to face criminal justice involvement for their drug use. Black individuals represent just 5% of people who use drugs, but 29% of those arrested for drug offenses and 33% of those in state prison for drug offenses. Minority groups are also more likely to face barriers in accessing high-quality treatment and recovery support services.

These disparities have contributed to ongoing discrimination as well as racial gaps in socioeconomic status, educational attainment, and employment. Without a focus on racial equity when allocating settlement funds, localities run the risk of continuing a cycle of inequity.

How can jurisdictions adopt this principle?

1) *Invest in communities affected by discriminatory policies.*
Historical patterns of discrimination will take sustained focus to overcome. Jurisdictions should fund programs in minority communities that will tackle root causes of health disparities and eliminate policies with a discriminatory effect.

2) *Support diversion from arrest and incarceration.*
Localities should:
   - Elevate and expand diversion programs with strong case management and link participants to community-based services such as housing, employment, and other recovery support services.
   - Fund community-based harm reduction programs that provide support options and referrals to promote health and understanding for people who use drugs
   - Increase equitable access to treatments for opioid use disorder including medications for opioid use disorder.

3) *Fund anti-stigma campaigns.*
Stigma against people who use drugs is pervasive and frames drug use as a moral failure. This stigmatization may contribute to the use of discriminatory punitive approaches to address the epidemic, particularly among racial minority communities, as opposed to more effective ones grounded in public health. In order to address this, jurisdictions should use funds to support campaigns based in evidence that reduce stigma.

4) *Involve community members in solutions.*
Jurisdictions should fund programs in minority communities with diverse leadership and staff, and a track record of hiring from the surrounding neighborhood. Programs with a diverse workforce of staff, supervisors, and peers are more likely to provide relatable and effective services.

Principle 5: Develop a fair and transparent process for deciding where to spend the funding.

This process should be guided by public health leaders with the active engagement of people and families with lived experience, as well as other key groups.

How can jurisdictions adopt this principle?

1) *Determine areas of need.*
Jurisdictions should use data to identify areas where additional funds could make the biggest difference. For example, data may show that various groups in the state are not reached by current interventions; or that certain geographic areas would benefit from specific programs such as housing assistance or syringe services programs. Existing strategic plans may contain much of this information.

2) *Receive input from groups that touch different parts of the epidemic to develop the plan.*
Jurisdictions should draw upon public health leaders with expertise in addiction and substance use to guide discussions and determinations around the use of the dollars. They should also include groups with firsthand experience working with youth and people who use drugs—including prevention and treatment providers, law enforcement personnel, recovery community organizations, social service organizations, and others—who have insights into strategies that are working, those that need to be revised, and areas where new investments are needed. Once a jurisdiction has conducted an initial assessment of areas where additional resources would be helpful, it should solicit and integrate broad feedback to design a plan that will meet the needs of the local community.

   Jurisdictions should be sure to include people with lived experience, including those receiving medications as part of their treatment, as part of the decision-making process. The Ryan White Program, which distributes HIV funds to affected communities, demonstrates one way to do this; at least one-third of the members of the community Planning Councils that allocate funds to treatment providers must receive program services themselves.

   In addition to the groups from which a jurisdiction may formally seek input, they should also solicit and use input from the public. This will help raise the profile of the newly developed plan and give those with particular insights—such as families and other members of the recovery community—a chance to weigh in.

3) *Ensure that there is representation that reflects the diversity of affected communities when allocating funds.*
To ensure equitable distribution of funds to communities of color, representation from these communities should be included in the decision-making process. Community representatives, leaders, and residents can help leverage community resources and expertise while giving insights into community needs.

Appendix 1: Compilations of Evidence-Based Interventions

- *From the War on Drugs to Harm Reduction*, FXB Center for Health and Human Rights at Harvard University, December 2020.
- *Evidence Based Strategies for Abatement of Harms from the Opioid Epidemic*, Coordinated by Richard Frank, Harvard University, Arnold Ventures, November 2020.
- *Bringing Science to Bear on Opioids*, Association of Schools & Programs of Public Health, November 2019.
- *Opioid Settlement Priorities*, Addiction Solutions Campaign, May 2018.
- *Addressing Access to Care in the Opioid Epidemic and Preventing a Future Recurrence*, American Psychiatric Association, American Society for Addiction Medicine, and other groups, April 2020.
- Substance Abuse and Mental Health Services Administration's Evidence-Based Practices Resource Center.
- Curated Library about Opioid Use for Decision-makers (CLOUD).

For a complete list of resources, visit our website: http://opioidprinciples.jhsph.edu/

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Michigan's $81 Million Opioid Settlement Distribution Set to Begin

January 13, 2023

AG Press

agpress@michigan.gov

LANSING – Michigan Attorney General Dana Nessel announced that participating local governments throughout Michigan can expect to see funds as soon as later this month a result of the Department's participation in two multi-state opioid settlements.

"I am relieved the court ruled in accordance with the law, and I thank the judge for the keen attention she paid to this important matter," said Nessel. "It's critical that communities throughout Michigan are indemnified for the harm they suffered due to the recklessness of the opioid manufacturers and distributors. The frivolous challenge by Ottawa County delayed millions of dollars from being put to good use to help Michigan residents our communities recover."

The settlement money's distribution was expected to begin in the fourth quarter of 2022 but was held up by legal challenges brought by the Ottawa County Commission. This morning, Wayne County Circuit Judge Patricia Fresard granted the Attorney General's request for summary disposition, clearing any roadblocks with the settlement distributions, which could now start by January 31.

The $81 million that will be available later this month encompasses the first three payments of these settlements. Since September, the National Settlement Administrator has provided three Notices of Payment totaling about $81.6 million. Ottawa County had disputed all three payments, which held up payments to all local governments.

Michigan is anticipating over $1.45 billion from opioid settlements. This includes some settlements that are still in process. The opioid settlement funds that the State of Michigan receives will be directed to the Michigan Opioid Healing and Recovery Fund (MCL 12.253). This fund was created by the Legislature in 2022. The Legislature also created the Opioid Advisory Commission (MCL 4.1851) to make recommendations on the State's opioid fund.

ADDITIONAL SETTLEMENT BACKGROUND

State negotiations were led by Attorneys General Josh Stein (NC), Herbert Slatery (TN) and the attorneys general from California, Colorado, Connecticut, Delaware, Florida, Georgia, Louisiana, Massachusetts, Michigan, New York, Ohio, Pennsylvania, and Texas. The agreement in principle was reached by all parties in October of 2019 and the parties have been working on the particulars of the settlement since then.

Funding Overview:

- The three distributors collectively will pay up to $21 billion over 18 years.
- Johnson & Johnson will pay up to $5 billion over nine years with up to $3.7 billion paid during the first three years.
- The total funding distributed will be determined by the overall degree of participation by both litigating and non-litigating state and local governments.
- The substantial majority of the money is to be spent on opioid treatment and prevention.
- Each state's share of the funding has been determined by agreement among the states using a formula that takes into account the population of the state along with the impact of the crisis on the state - the number of overdose deaths, the number of residents with substance use disorder, and the number of opioids prescribed.

Injunctive Relief Overview:

- Requires Cardinal, McKesson, and AmerisourceBergen, through court orders, to:
    - Establish a centralized independent clearinghouse to provide all three distributors and state regulators with aggregated data and analytics about where drugs are going and how often, eliminating blind spots in the current systems used by distributors.
    - Use data-driven systems to detect suspicious opioid orders from customer pharmacies.
    - Terminate customer pharmacies' ability to receive shipments, and report those companies to state regulators, when they show certain signs of diversion.
    - Prohibit shipping of and report suspicious opioid orders.
    - Prohibit sales staff from influencing decisions related to identifying suspicious opioid orders.

    - Require senior corporate officials to engage in regular oversight of anti-diversion efforts.

- Requires Johnson & Johnson, through court orders, to:

    - Stop selling opioids.
    - Not fund or provide grants to third parties for promoting opioids.
    - Not lobby on activities related to opioids.
    - Share clinical trial data under the Yale University Open Data Access Project.

A breakdown of how the settlement money is to be spent on opioid treatment and prevention is available here.

A national website has been created to provide additional information on the settlement.

If you or a loved one need opioid addiction treatment, there are resources to help.

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Attorney General MI Newswire Press Release

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