



TUSCOLA COUNTY

Committee of the Whole

MEETING AGENDA

Monday, March 11, 2024 – 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 - Judy Cockerill, Deputy Clerk

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New Business

1. Tuscola County Health Department 2022-2023 Financial Statements - Presented Virtually by Heather Thomas-Verhaeghe, with Gardner, Provenzano, Thomas & Luplow P.C. 4 - 16
[Health Department \(HD\) Financial Statements Presentation](#)
2. Michigan State University Extension (MSUe) 2023 Tuscola County Annual Report - Karly Creguer, MPH - District 10 Director – serving Huron, Lapeer, Sanilac, St. Clair, and Tuscola Counties Michigan State University Extension 17 - 20
[2023 Tuscola County Annual Report](#)
3. Purchase Request - Deputy Steve Anderson, Emergency Manager 21 - 31
[BOC Meeting Request](#)
[ST-22-03 Tuscola Scene Lighting - Purchase Request Form](#)
4. 2023 Homeland Security Grant Sub-Recipient Funding Agreement - Deputy Steven Anderson, Emergency Manager 32 - 65
[FY 2023 HSGP Subrecipient Agreement](#)
[Exhibit A - Aug 2023 R3HSPB Mtg Minutes](#)
[Exhibit B - FY 23 Homeland Security Grant Agreement - Region 3](#)
[Exhibit C - FY 23 HSGP Agreement Articles Applicable to Subrecipients](#)
[Exhibit D - FY 23 HSGP Equipment Ownership Agreement](#)
5. 2023 Drain Commissioner Annual Report - Robert Mantey, Drain Commissioner

6.	Proposed Senior Home Delivered Meal Millage Language Tuscola County DRAFT Senior Citizen Home Delivered Meals Millage Language	66
7.	Proposed 911 Dispatch Millage Language Tuscola County DRAFT 9-1-1 Central Dispatch Operating Millage Language	67
8.	Proposed Animal Care and Control Center Millage Dog capacity per capita Intakes, adoptions, rescue transfers Quote for GPS on vehicles Quote for electronic sign Sketch of electronic sign Potential Language for Animal Care and Control Millage	68 - 74
9.	Purchase Request - Animal Control Director Vehicle with Partial United States Department of Agriculture (USDA) Grant - Debbie Babich, Fiscal Personnel Analyst Animal Control Vehicle Request Animal Control Truck USDA FY2024 Estimated Grant Costs	75 - 76
10.	Proposed Resolution 2024-03 Supporting Repeal Pat 8 as Added by Public Act 233 of 2023 Tuscola County Proposed 2024-03 Resolution Supporting Repeal Part 8 as Added by Public Act 233 of 2023	77 - 78
11.	2024 Scrap Tire Cleanup Grant Agreement Tuscola Co Recycling Tuscola Co Recycling Signature Page	79 - 92
12.	Michigan Association of Counties (MAC) Technical Assistance and Support for the Opioid Settlement Funds - Clayette Zechmeister, Controller/Administrator Issue-Paper-2023-Opioid-Settlement-Overview	93
13.	Cabling for 171 N. State Street, PSB Building 171 N State Cabling	94

Old Business

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner Koch

Primary Finance/Technology

On-Going and Other Finance

On-Going and Other Technology

Building and Grounds

Committee Leader **Commissioner Koch** and Commissioner Lutz

Primary Building and Grounds

1. Request to Use Courthouse Lawn 95
[Request to Use Courthouse Lawn](#)
2. Parking Lot Seal-Coating Bids - Mike Miller, Building/Grounds,
Recycling Director
3. Update on the PSB Building - Mike Miller, Building/Grounds,
Recycling Director

On-Going and Other Building and Grounds

Personnel

Committee Leader **Commissioner Bardwell** and Commissioner Vaughan

Primary Personnel

1. Refill Vacant Full-Time Corrections Officer Position 96
[Correction Officer](#)
2. Refill Vacant Help Desk Technician 97
[Help Desk Candidate](#)
3. Letter of Resignation - Stephen Erickson, Economic Development
Commission (EDC) Executive Director 98 - 99
[Letter of Resignation](#)
4. Mosquito Abatement Seasonal Employees - Larry Zapfe, 100
Mosquito Abatement Director
[Mosquito Abatement Seasonal Employees for 2024](#)

On-Going and Other Personnel

Other Business as Necessary

Public Comment Period

Adjournment



Tuscola County Health Department Audit Presentation September 30, 2023

Gardner, Provenzano, Thomas & Luplow P.C.

What Is An Audit ?



- Expression of opinion
 - Unmodified
- Independent person
- Auditors responsibilities
 - Generally accepted auditing standards
 - Uniform Guidance
 - Department of Treasury
 - Reasonable assurance

Required Communications

- Compliance with Laws, Regulations, Contracts and Grants
 - No instances of noncompliance found
- Internal Control over Financial Reporting
 - No issue to report
- Single audit testing
 - WIC– no findings
- Significant Accounting Policies
 - None
- Significant audit adjustments
 - None
- Accounting Estimates
 - Example: Depreciation

Required Communications



- **Disagreement with Management**
 - None
- **Consultation with Other Independent Accountants**
 - None noted
- **Issues Discussed Prior to Retention**
 - Normal course for preparation
- **Difficulties Encountered in Performing the Audit**
 - None
 - Staff was well prepared for audit

Tuscola County Health Dept. Highlights



- TCHD finished the year better than budget by \$108,059.
- There was an increase in Medicare immunization revenue as Medicare updated its' coverage benefits to include the Shingrix vaccination.
- As the federal COVID-19 public health emergency was declared ended, the TCHD shifted to community protection for high-risk residents and vaccines.
- The TCHD started to buy and administer a new RSV vaccine.
- Service delivery continued to be a shift *back to normal* with programs such as WIC returning to in-person services. The environmental health division saw steady revenues as permit issuance for wells and septic systems continued on pace.

GASB 68

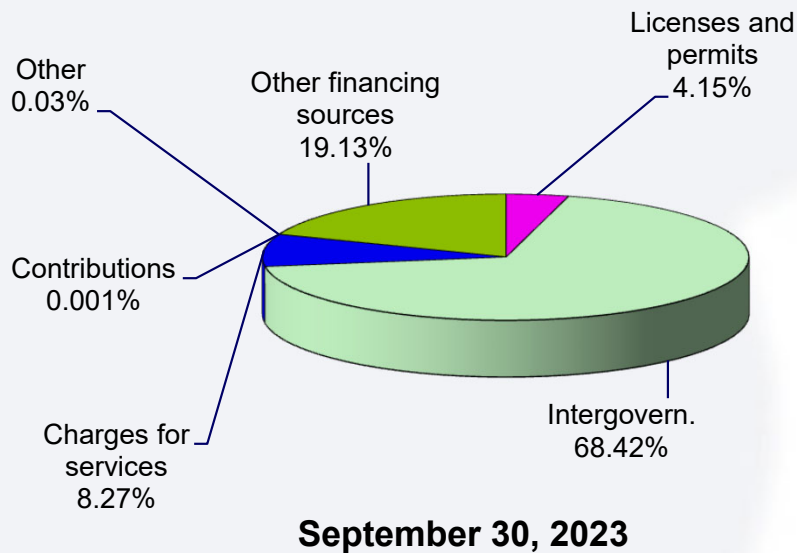
- To recognize Net Pension Liability.
- Is the difference between the total pension liability (amount owed to employees) and the fiduciary net position (also called market value assets or the asset held in the pension trust).
- Total net pension liability as determined by using the actuary report 12/31/2022 and the other reports from MERS from was \$4,091,241 at 09/30/2023, which is a increase of \$2,195,362 from the previous year.
 - While there are many factors that go into calculating the estimate of the net pension liability, for the 09/30/2023 liability the increase is directly tied to negative investment income of \$(1,319,980) on the pension assets.

Tuscola County Health Dept. Revenue and Other Financing Sources

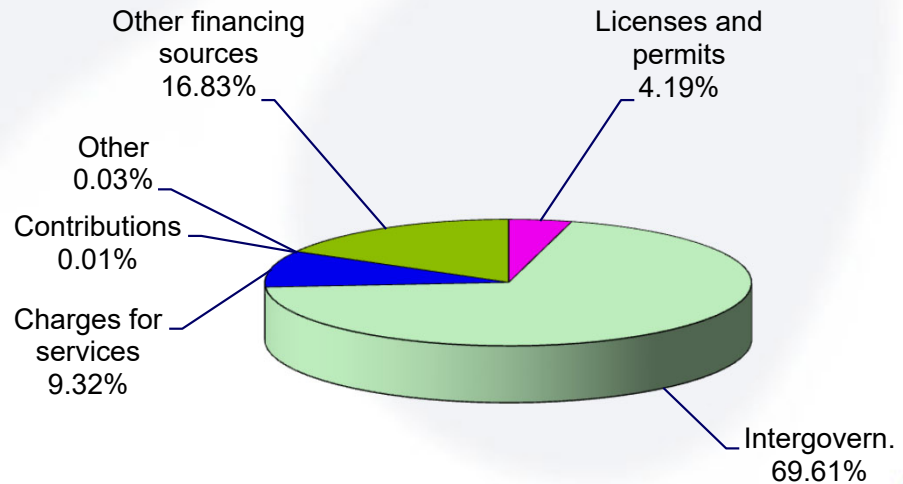


For the Year Ended September 30,	2023	2022	Variance	%
Licenses and permits	\$ 200,713	\$ 202,879	\$ (2,166)	-1.07%
Intergovernmental	3,310,619	3,368,178	(57,559)	-1.71%
Charges for services	400,176	451,044	(50,868)	-11.28%
General contributions	53	411	(358)	-87.10%
Other	1,625	1,654	(29)	-1.75%
Other financing sources	925,437	814,508	110,929	13.62%
Total revenues and other sources	\$ 4,838,623	\$ 4,838,674	\$ (51)	-0.001%

OFS increased because of an increase in County appropriation.
The majority of the increase was in the Veteran's Affairs Department, including the service grant.



September 30, 2023



September 30, 2022

Tuscola County Health Dept. Expenditure Highlights

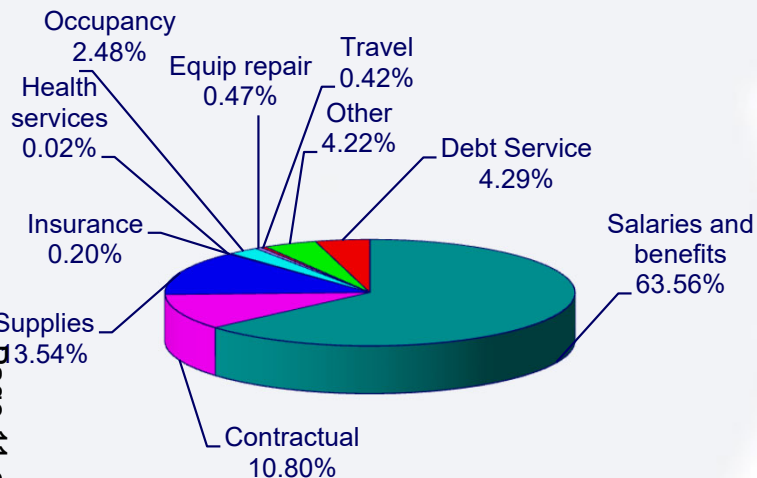


By Category	2023	2022	Variance	%
For the Year Ended September 30,				
Salaries and benefits	\$ 2,808,475	\$ 3,007,333	\$ (198,858)	-6.61%
Contractual	477,207	470,235	6,972	1.48%
Supplies	598,405	671,343	(72,938)	-10.86%
Internal health services	834	944	(110)	-11.65%
Insurance	8,894	8,100	794	9.80%
Occupancy	109,585	141,265	(31,680)	-22.43%
Equipment repairs and maintenance	20,872	21,921	(1,049)	-4.79%
Travel	18,720	10,475	8,245	78.71%
Other	186,309	266,655	(80,346)	-30.13%
Debt service	189,394	187,900	1,494	0.80%
Total Expenditures	\$ 4,418,695	\$ 4,786,171	\$ (367,476)	-7.68%

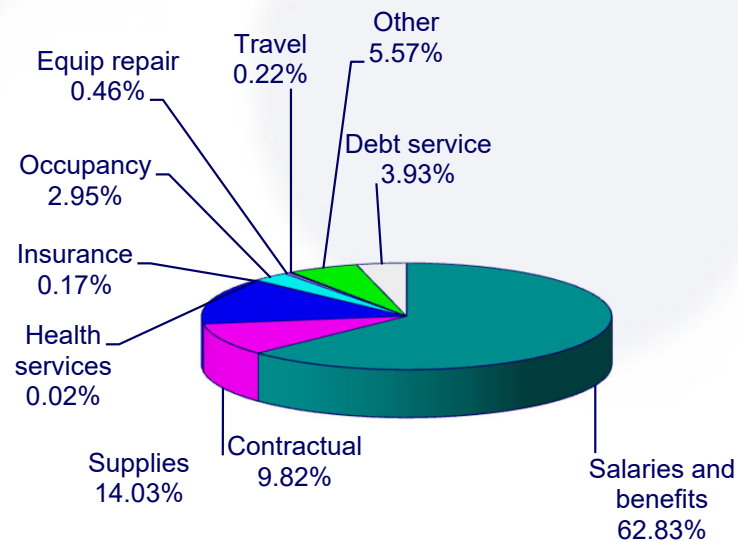
The decrease in salaries and benefits was mostly due to receiving ARPA funds to award TCHD employees with premium pay in the 2021-2022 year.

Supplies will vary from year to year depending on programs/grants.

The decrease in other is due to less return of revenue to the State for settlements of cost reimbursements in FY 2023.



September 30, 2023



September 30, 2022

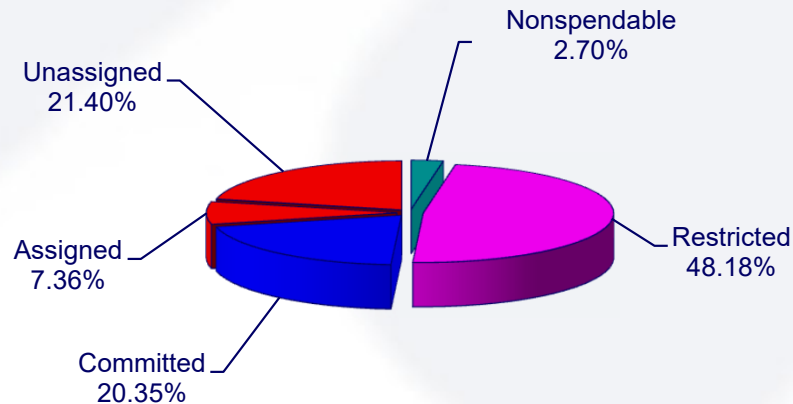
Tuscola County Health Department Recap



	2023	2022	Variance
Total revenues and other sources	\$ 4,838,623	\$ 4,838,674	\$ (51)
Total expenditures	(4,418,695)	(4,786,171)	367,476
Excess of revenues and other financing sources over expenditures	419,928	52,503	367,425
Fund balance-beginning of year	2,660,676	2,608,173	52,503
Fund balance- end of the year	\$ 3,080,604	\$ 2,660,676	\$ 419,928

The amended budget plan was to increase fund balance of \$311,869. Actual results were \$108,059 better than anticipated.

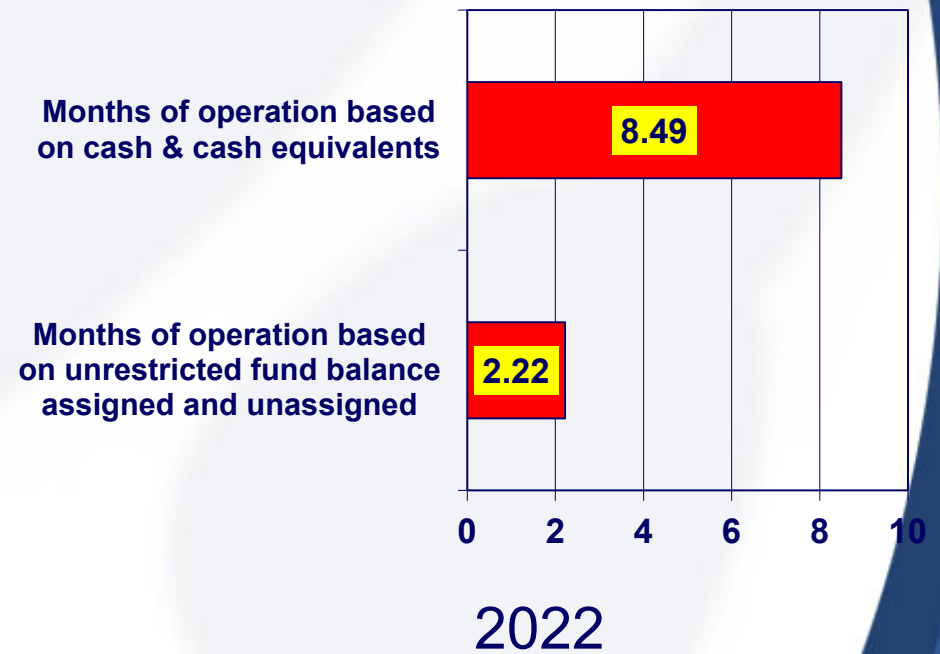
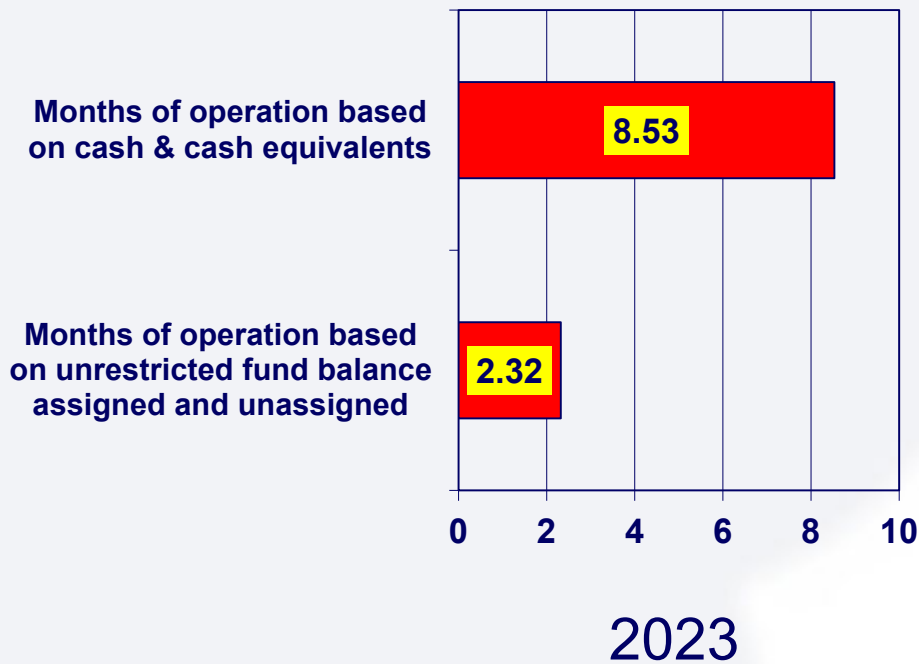
Fund Balance of as September 30, 2023		
	Category	%
Nonspendable	\$ 83,177	2.7%
Restricted	1,484,378	48.2%
Committed	626,900	20.3%
Assigned	226,797	7.4%
Unassigned	659,352	21.4%
Total Fund Balance	\$ 3,080,604	100%



Fund Balance % as of September 30, 2023

Note: Unassigned and assigned fund balance is 28.76% of total fund balance

Tuscola County Health Department Days of Operation General Fund-Assigned and Unassigned

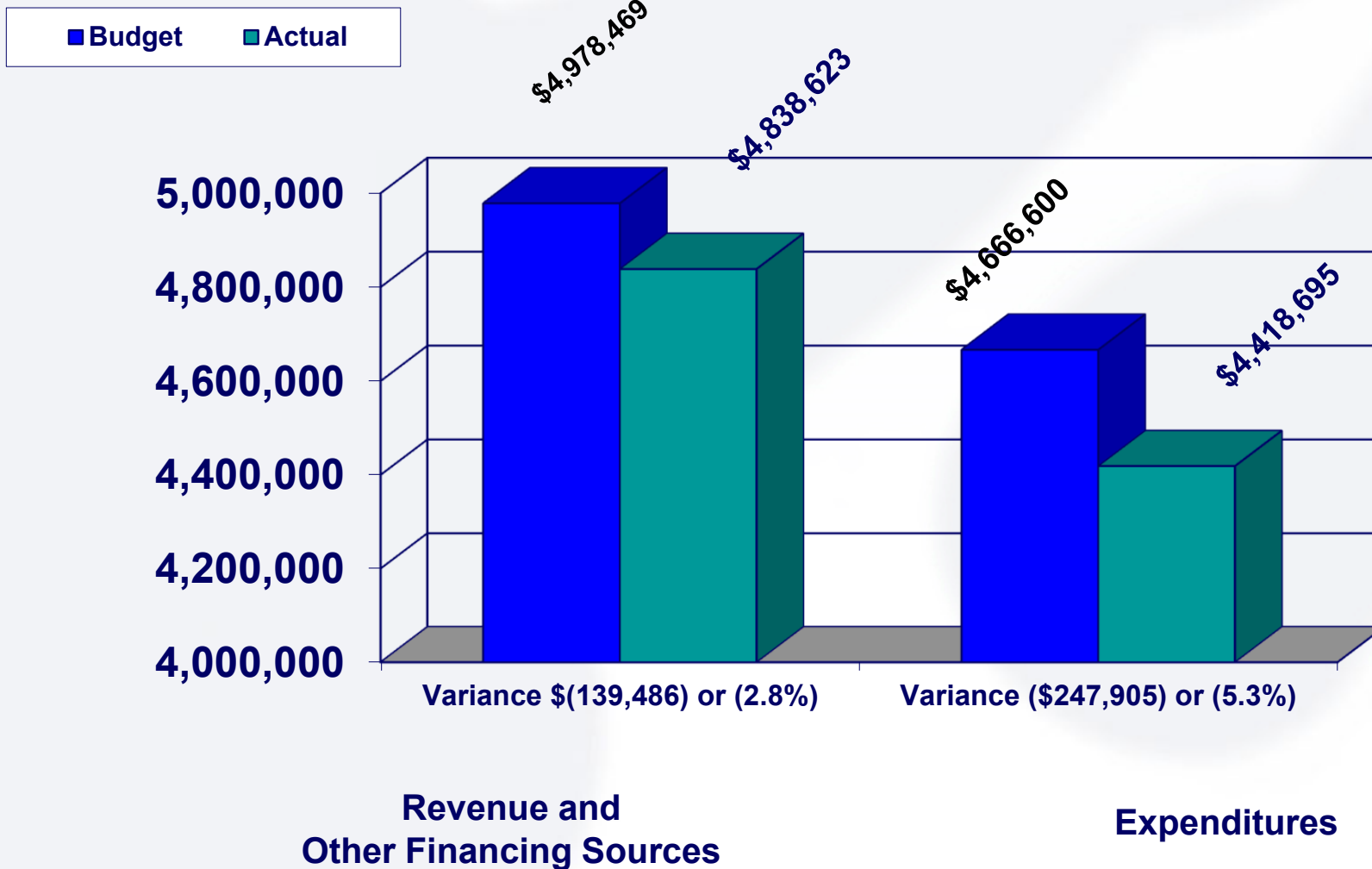


This calculation is based using assigned and unassigned fund balance and the next year's first budget.

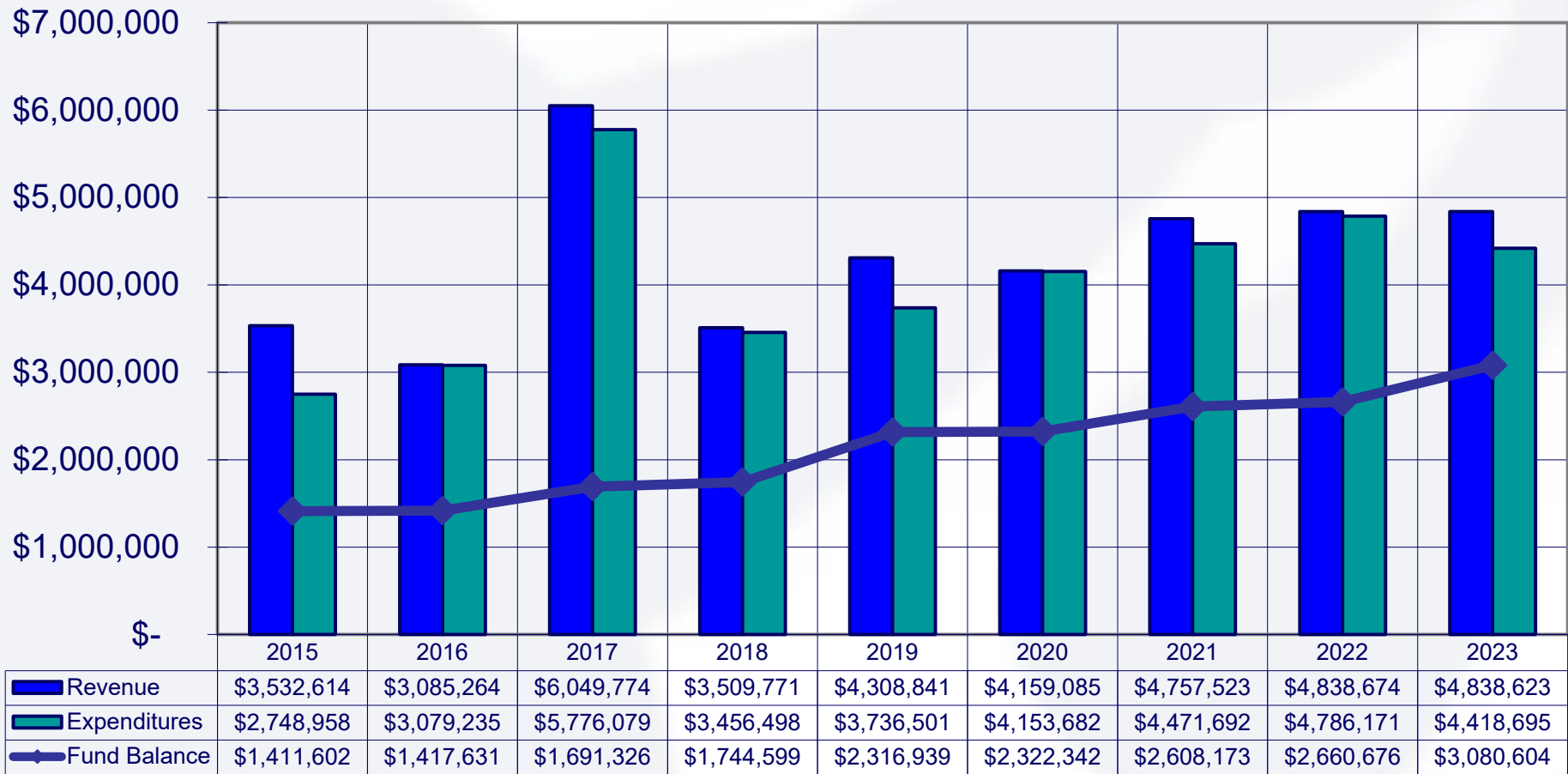
Tuscola County Health Dept. Budget to Actual-General Fund



For the Year Ended September 30, 2023



Tuscola County Health Dept. Comparative Revenues, Expenditures & Fund Balance



■ Revenue
 ■ Expenditures
 ◆ Fund Balance

2017 had \$2,475,000 in both revenue and expenditures due to pension bonding.

Questions?



Message from the District Director

Mother Teresa once said, "I alone cannot change the world, but I can cast a stone across the waters and create many ripples". MSU Extension is a catalyst for creating lasting impact that ripples across the Thumb, state, and beyond. Our programs reach all audiences and age groups. From youth learning essential life skills and farmers exploring ways to increase efficiency and effectiveness, to older adults being able to access healthier foods and local communities discovering ways to increase economic impact, the possibilities of impact through MSU Extension are endless.

Through partnerships, we can produce exponential ripples to change the lives of our neighbors, family, and friends. For over 100 years, MSU Extension's goal has been to "bring knowledge to life". By connecting with organizations and agencies across the Thumb, we bring the knowledge and research from Michigan State University to our communities and empower them to improve their lives. Alone we can cast a small stone to create ripples. Together our stone grows to produce larger impact than any one organization can create themselves.

I have been with MSU Extension for over nine years focusing on improving the health and nutrition of community members. As I continue to learn my new role as District Director, I am looking forward to exploring new ways to work with our partners as we create ripples of impact across Tuscola County and beyond.

Karly Creguer, District Director



Karly Creguer **District 10 Director**

Serving Huron, Lapeer, St. Clair,
Sanilac and Tuscola Counties

Office: 989-672-3870

Cell: 989-217-1264

Email: oberski9@msu.edu

Tuscola County Staff

Nola Auernhamer - Community Nutrition Instructor

Katie Cooper - 4-H Program Coordinator

Diana Marruso - Support Staff

Cathy Patterson - Support Staff

Kristina Swartzendruber - Health Educator

ReAnna Wilkerson - 4-H Program Coordinator

Contact Information

362 Green Street, Caro, MI 48723

Phone: 989-672-3870

Fax: 989-673-5953

msue.tuscola@county.msu.edu

www.msue.msu.edu/tuscola/

REPORTING

7

Extension educators, specialists and program staff reported data for Tuscola County

9

Coalitions were reported in Tuscola County

36

Partnerships were reported in Tuscola County

96

Direct contacts reported in Tuscola County

171

Programming hours hosted in Tuscola County

218

Extension programs were attended by Tuscola County residents

333

Volunteer hours completed by 9 Master Gardeners in Tuscola County

820

Hours of programming were completed for residents of Tuscola County

1,966

Tuscola County residents attended Extension Programs

2,009

People attended Extension programs held in Tuscola County

11,009

Total estimated contact hours for Tuscola County participants

Staff Programming and Outcomes

Tuscola County 4-H

Many people think 4-H is just for kids who live on farms or those interested in raising and selling animals – but that’s not true! Offering a diverse range of topics and interest areas, 4-H is the largest youth development organization in Michigan. In fact, each year thousands of young people explore what interests and excites them as they grow through Michigan 4-H. From program areas ranging from science and technology to clothing and textiles, and so much more, 4-H provides fun, educational opportunities that empower young people with skills to lead for a lifetime and become the foundation for future success. After all, true leaders aren't born: they're grown!



Katie Cooper
4-H Program Coordinator
989-672-3883
coope305@msu.edu

ReAnna Wilkerson
4-H Program Coordinator
989-672-3879
hechtrea@msu.edu

School Programming

Tuscola County 4-H provides programs to our local school districts.

- Embryology is a 4-H program where chicks are hatched right in the classroom. Students are able to see the process, have classes on the beginning of life cycle and learn to care for animals.
- Plant Science and Agriculture education are other programs we have been able to partner with schools to help educate the youth.

2023 4-H Camp

Tuscola County provides two camps for youth to attend throughout the year.

- Tuscola County 4-H Winter Camp is an overnight experience where youth come and do outdoor winter activities. In 2023, youth learned about winter survival skills and fire building.
- Thumb Area 4-H Camp is a 4 day, 3 night camp held for all 4-H members in the Thumb of Michigan. Thumb area 4-H camp provides the camp experience for youth ages 9-14 and provides leadership opportunities for teen counselors age 15-19.

YQCA and Clinics

Tuscola County offered a number of clinics pertaining to animal health, nutrition, record keeping and showmanship. Many youth received their Youth Quality Care of Animals certificates so they would be eligible to Market animals.

The Tuscola County Fair

The County Fair is an opportunity for 4-H youth to showcase all their hard work to the community. **Over 200** 4-H youth participated in the Tuscola County Fair. Showing projects at the fair has many educational benefits such as teaching youth about the value of hard work, healthy competition, and many life skills.

Michigan State 4-H Events

Michigan 4-H provides Tuscola County youth with the opportunity to participate in state wide events and competitions.

Tuscola County was represented at the Michigan 4-H State Horse Judging , Michigan 4-H State Hippology Contest, Michigan 4-H State Large Livestock Judging, Michigan 4-H State Horse Show, Michigan 4-H State Archery Tournament and 4-H Exploration Days.

Community Nutrition & SNAP-Ed

Nola Auernhamer, Community Nutrition Instructor
989-672-3827 / auernha5@msu.edu

In 2023, **1,436 Tuscola County residents** participated in cooking and nutrition classes offered by MSU Extension. Two of these programs are highlighted below.

In partnership with MSUE, the Tuscola Food Access Coalition and Thumb Food Policy Council secured a **three-year \$1.6 million grant**. The grant is used to buy fresh local produce from Amish farmers and distributed to low-income residents in Tuscola County and across the Thumb. The Thumbbody Express, Tuscola Great Start and Caro Senior Commons help to distribute the produce here in Tuscola County. Every week, residents receive three pounds of produce, recipes, and education on how to use and store the fruits and vegetables. In this photo, MSU Extension staff and a local partner farmer meet to discuss the grant (named the Last Food Mile Project) and inspect the spaghetti squash crop.



Through the Senior Project Fresh program, MSU Extension was able to distribute **\$6,550** in coupons to **262 low-income people** over age 60, to be used for fresh fruits and vegetables that are grown in Michigan and sold at farmers markets and roadside stands.

Food Safety Education

Laurie Messing, Food Safety Educator
989-269-9949 / lmessing@msu.edu

The goal of the food safety team's education and outreach is to reduce foodborne illness for all. There is a need for unbiased, science-based education on safe food practices.

Our partnership with the **Caro Farmers Market** continued, resulting in collaboration in the Kids Club and Family Day, with food safety and food preservation activities. On Family Day, Laurie demonstrated Measuring Headspace when filling jars for canning and distributed canning tools through the MDARD grant. We reached over **650 kids and families** with these food safety efforts.



- **Preserving MI Harvest Home Food Preservation:** Education for consumers to increase knowledge of safe home food preservation methods and recipes. Past studies by the USDA National Center for Home Food Preservation found that risky canning behaviors were still being practiced in more than 40% of surveyed households.
- **ServSafe® Manager Training and Certification:** Education for ServSafe® Manager training and proctoring of the certification exam for foodservice workers.
- **Michigan Cottage Food Law, Cooking for Crowds, Safe Food = Healthy Kids, and Pantry Food Safety-It's Your Job:** Food Safety education for entrepreneurs, volunteers and childcare providers to encourage safe food handling and prevent foodborne illness.
- **Food Safety Outreach:** Think Food Safety Facebook page, Podcasts, Videos, Michigan Fresh website resources, Food Safety Hotline and more to share food safety best practices and answer consumer questions.

Disease Prevention / Emotional Health

Kris Swartzendruber, Health Educator
swartze6@msu.edu

District 10 health educators Jacqui Rabine and Kris Swartzendruber have provided evidence-based programming to over **1,100 participants** in 2023. Programs covered include:

Disease Prevention and Management including PATH (Personal Action Towards Health) for Chronic Disease, Diabetes, and Chronic Pain programs. These programs help educate people to learn to manage their chronic conditions through increased physical activity, knowledge of healthy eating, and improved communication with healthcare providers.

Falls Prevention programs including Matter of Balance and Tai Chi for Arthritis and Falls Prevention. These programs are evidence based and address the needs of aging adults in our community.

In a statewide report of those surveyed:

- 98% of participants learned ways to prevent falls.
- 97% of participants learned strategies to address their concerns about falls.
- 98% of participants plan to continue to exercise to increase their physical strength.

Social and Emotional Health programs include Stressless with Mindfulness, RELAX Alternatives to Anger, Powerful Tools for Caregivers, ACES and Positive Childhood Experiences, and Mental Health First Aid (MHFA). These evidence-based programs allow our participants to focus on their mental health.

In a statewide report of those surveyed:

- 93% of MHFA participants say they can better recognize signs of a mental health crisis.
- 90% of RELAX participants report improved communication skills.
- 93% of participants feel confident using mindful breathing to reduce stress.
- 87% of Powerful Tools participants felt highly confident making caregiving decisions as a result of taking the class.

For more information about MSU Extension Health programs, please visit the following website:

https://www.canr.msu.edu/outreach/about/impacts_and_programming_in_michigan/health-nutrition/index

or

scan the corresponding QR Codes below.



Agriculture & Agribusiness

Field Crops Report – Upper Thumb (Huron, Tuscola, Sanilac)

- 179 people attended 2 Winter Update Meetings
- 10 soybean on-farm research plots
- 3 Field Days events were held In the Thumb

Phil Kaatz, Field Crops Educator
810-667-0341 kaatz@msu.edu

Jenna Falor, Field Crops Educator
989-269-9949 falorjen@msu.edu

Field Crops Team Virtual Breakfast Series

The MSU Extension Field Crops Team hosts the Virtual Breakfast Series every Thursday morning during the growing season for farmers, agribusiness professionals, agency personnel, and others interested in agriculture. The series is flexible, fluid, and able to adapt to constantly changing conditions for crops such as corn, soybeans, alfalfa, wheat, sugar beets, and dry beans. Valuable crop management information is shared to address potential and current issues related to weather, pest infestation, and crop diseases. Emerging issues are addressed in a timely manner to help farmers increase efficiency and profitability of the farming operations.

Post-program evaluation completed in November 2023:

- 325 total respondents
- 4,522,267 acres represented
- 99.1% had an increase in knowledge
- 79.1% indicated a crop management change has been made or will be made in the future
- An average of 52% of the acres will have changes
- A total of \$2,816,810 of increased revenue or savings to farmers or agribusinesses these management changes represent



Livestock Education

Jerad Jaborek, PhD, Beef Feedlot Systems Educator
jaborekj@msu.edu / 715-451-2035

The Thumb Area is one of the most populated in the state when it comes to cattle. MSU Extension’s Jerad Jaborek, Beef Feedlot Systems Educator, offered several programs to help producers with a variety of issues. These workshops were offered throughout the Thumb Area.

- **Implant Boot Camp** was designed to provide producers with hands-on-training on cattle ear implants. **25 Producers** attended this program.
- **Feedlot Health and Management Program** - This program focused on basic animal handling and recognizing feedlot cattle with health concerns.
- Jerad also became a certified beef carcass ultrasound technician in 2023. This certification will allow him to capture carcass ultrasound images, which provides a peak under the cattle hide without having to slaughter the animal to measure ribeye size, back fat thickness, and marbling deposition. This data gives producers a greater knowledge of the carcass potential for various breeding or genetic trait uses. It will also allow 4-H exhibitors the ability to learn about carcass grading and to see how well their market steer’s carcass performs relative to other steers showing at their County Fairs.

Michigan Sea Grant

Meaghan Gass, Sea Grant Extension Educator
gassmeag@msu.edu / 989-895-4026 ext. 5

Michigan Sea Grant Extension promotes research, education, and outreach to enhance the responsible and sustainable use of our diverse Great Lakes resources. Through MSU Extension, Michigan Sea Grant works with Michigan residents, industries, and coastal communities to encourage their use, benefits, and enjoyment of Great Lakes resources that positively influences our state’s economy, environment and quality of life.

Lake Huron Regional Fisheries Workshops

In the spring of 2023, Michigan Sea Grant Extension hosted two hybrid Lake Huron Regional Fisheries Workshops – one focused on the open water fisheries and another on Saginaw Bay. These workshops engaged **over 150 anglers, charter captains, and others** with fisheries researchers and managers from across Michigan – close to 60 participants learned about the Saginaw Bay fishery. Participants gained better understanding of Lake Huron fisheries ecosystem changes, and these stakeholders were connected with information, research and management activities relating to Lake Huron and local communities.

www.michiganseagrants.org



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

BOC Meeting Request

Steve Anderson <tcemanderson@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Fri, Feb 16, 2024 at 11:00 AM

Clayette,

Can you place me on the agenda for the next BOC meeting set for February 26th for a purchase request? I need approval to purchase six Milwaukee MX Fuel Tower Lights for the county that are coming via a Homeland Security Project. I believe the purchase will be made through Dunn Hardware in Reese in the amount of \$14,699.16. (I am still waiting on one more potential quote before it is finalized) Cost is 100% reimbursed via the grant.

Should take less than five minutes for them to rubber stamp it.

Steve

--

Deputy Steven Anderson
Emergency Manager
420 Court St. Suite #1
Caro, MI 48723
Office # 989-673-5181
Cell # 989-450-0147
Fax # 989-673-8164
[#levistrong](#)

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PURCHASE REQUEST

This Purchase Request MUST be approved by DHD2 prior to making ALL 2022 HSGP purchases

**** Please consult your local purchasing policies for purchase threshold levels. ****

NOTE: In general, purchases of \$20,000.00 or more may require a "Sealed Bid"

Tuscola

Purchases under \$2,000.00 require at least one quote

1 REGION 3 JURISDICTION: Tuscola County

2 REGION 3 PROJECT #: ST-22-03

3 EMHSD TRACKING #: R3-2022-80-0049

4 POINT OF CONTACT: Deputy Steven Anderson

5 EMAIL: tcemanderson@tuscolacounty.org

6 PROJECT DESCRIPTION:

portable battery powered/shore powered light towers

7 MAKE/MODEL AND/OR TYPE, IF EQUIPMENT IS BEING REQUESTED:

Milwaukee MX FUEL Tower lights

8 ATTACHED QUOTE (S) DETAIL:

	Cost	Vendor Name
Quoted Prices: Vendor 1:	\$ 14,699.16	Dunn Hardware (6 lights)
Vendor 2:	\$ 16,495.00	Northeren Tool (5 lights)
Vendor 3:	\$ 14,995.00	Home Depot (5 lights)

If, more than 3 vendors were used, please attach list of vendor names and quoted purchase price.

9 NAME OF REQUESTED VENDOR: Dunn Hardware

10 SELECT THE REASON FOR THE VENDOR CHOICE:

LOWEST QUOTE/BIDDER Under \$20,000 (ATTACH 3 OR MORE QUOTES)

11 CERTIFICATION: I, Deputy Steven Anderson request authorization from DHD2 to purchase the Item(s) described in Section 6 and 7 (if applicable) of this request from the vendor listed in Box 9, per the reason(s) described in Section 10 of this Request.

PURCHASING CHECKLIST FOR RFP

- Check Box ATTACH A LIST OF ALL VENDORS WHO WERE SENT A REQUEST FOR QUOTE
- Check Box ATTACH A COPY OF ALL QUOTES RETURNED AS A RESULT OF THE REQUEST FOR QUOTE (MINIMUM OF 3)
- Check Box ATTACH A COPY OF RFP
- Check Box ATTACH EXPLANATION OF WHY VENDOR WAS CHOSEN IF NOT THE LOWEST BIDDER
- Check Box PROVIDE PROOF OF INCLUSION OF VENDORS WITHIN THE DISADVANTAGED SOCIO-ECONOMIC GROUPS - see Tab 2

EMAIL OR FAX ALL DOCUMENTS TO MELISSA UPPER, REGION 3 PLANNER, AT melupper@gmail.com or (866)285-4070 (fax)

QUESTIONS: CONTACT MELISSA UPPER, AT (989) 736-1224

General Purchasing Guidelines

Please also consult with the Region 3 HSGP Planner, as well as your local finance d

- **AAFs:** An EMHSD-approved AAF must be obtained prior to committing to any purchase.
- **EHPs:** If required, EHP approval must be obtained before any related purchase or activity can be made.
 - All projects involving installation of equipment on a building or in the ground require an EHP. This include to a surface.
 - All trainings and exercises involving outside activities require an EHP.
- **Purchasing Policies:** Consult with the local agency that is making the purchase to ensure that all local purchas Planner has a copy of most current local purchasing policies. If no local written policy exists, adhere to the followi
 - Micro purchases (\$2,500 or less) – only one quote needed
 - Small purchases (\$2,500.01 - \$10,000) – A minimum of three quotes required
 - Large purchases (greater than \$10,000) – A competitive bid process must be used.
 - Generally, a Request for Proposal (RFP) must be used to gather competitive, sealed bids. The RFP sh potential vendors soliciting sealed bids which must be opened publicly at a predetermined date and tir
 - MI-DEAL can also be used, but not GSA pricing alone
- **Special Socio-Economic Groups:** Make efforts to include small/minority/women-owned businesses whenever
 - Contact for quotes or send RFP to vendors from these groups whenever possible.
 - [Can search for list of possible vendors – Minority Business Development Agency, Dept of Commerce, http://dsbs.sba.gov/dsbs/search/dsp_dsbs.minority_and_woman-owned_businesses_provided_by_EMHSD.](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.minority_and_woman-owned_businesses_provided_by_EMHSD)
 - [Use BidNet Direct's Michigan bid and RFP purchasing group, https://www.bidnetdirect.com/mitn, to post bid solicitations. Selections can be made](https://www.bidnetdirect.com/mitn)
 - If no relevant vendors from these groups can be found for your purchase, you must expand your search ar if no vendor can be located.
- **Purchase Request:** Once quotes have been obtained and a vendor chosen, submit ALL quotes obtained, along to the HSGP Planner.
 - Include list of all vendors contacted, even if no quote or bid was received.
 - If the RFP process was used, include a brief explanation of the process that was used.
 - If the chosen vendor is not the lowest bid, include an explanation of why the chosen vendor was selected.
 - Preferred vendors are not legitimate reasoning for selecting a vendor.
 - The bid process must be competitive.The purchase request will be reviewed by the fiduciary county. Once approved, notice will be given that the
- **Reimbursement Request:** Once the purchase has been completed, submit all invoices, along with proof of pa request form to the HSGP Planner.
 - Proof of payment is generally a cancelled check or a zero-balance invoice.
 - An invoice marked “paid” by the purchasing agency is not acceptable.
 - If a check is used to pay for additional items not listed on the invoice, the check detail will be required.
- **Reimbursement of Funds:** Reimbursement checks come from the fiduciary county and will be mailed to the p process takes approximately 2-3 months from the time the local agency submits the reimbursement request until
- **TOAs:** Transfer of Ownership (TOA) forms must be completed for all equipment purchases. These will be sent instructions. The TOA shows acknowledgement of receipt of equipment and verifies where the equipment will be

Department.

is anything that will be physically attached

ing policies are followed. Ensure HSGP
ng State of Michigan purchasing rules:

ould be posted locally and sent out to
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possible.

[cfm, or search within Excel spreadsheet of Michigan](#)

[on this site to specifically target the special groups](#)
rea until a relevant vendor is found. See me

; with a completed purchase request form

purchase can be placed.
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urchasing agency. The reimbursement
they receive the check.
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DISADVANTAGED SOCIO-ECONOMIC GROUPS

With every purchase requiring more than one quote, an attempt must be made to include vendors from disadvantaged socio economic groups even if none exist. Proof of this attempt must be documented and included with the purchase request.

Small, Minority, Woman-Owned, and Labor Surplus Area Businesses

The CFR states "...all necessary affirmative steps must be used when possible," and requires the following:

Placing qualified small, minority, and woman-owned businesses on solicitation lists.

Solicit from these organizations whenever they are potential sources.

Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these organizations.

Establish delivery schedules, where the requirement permits, which encourages participation by these organizations.

Use services and assistance, as appropriate, of organizations like the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

If subcontractors are utilized during the project, require the prime contractor to also follow these requirements.

If no vendors from these types of groups can be found, you must expand your search until you can find relevant vendors.

Options for searching for socio-economic vendors:

U.S Small Business Administration - http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm

Under the "Ownership and Self-Certifications" section, selections can be made to specifically target the special groups.

BidNet's Michigan bid and RFP purchasing group - <https://www.bidnetdirect.com/mitn>

Can be used to post RFPs or other bid solicitations. Selections can be made to specifically target the special groups.

Excel spreadshseet of Michigan minority and woman-owned businesses provided by EMHSD

See "5-MI Minority-Owned" and "6-MI Woman-Owned" tabs within this spreadsheet

** If no relevant vendors from these groups can be found for your purchase, you must expand your search until you find relevant vendors. Please see me for assistance if necessary.**

*At this time, searching within one of the above resources is sufficient, but that may change.

QUICK REFERENCE GUIDE – SBA DYNAMIC SMALL BUSINESS SEARCH

Background: The Uniform Administrative Requirements established for federal awards require non-Federal entities (NFEs) to take six affirmative steps aimed to include minority businesses, women's business enterprises, and labor surplus area firms in federally funded procurements. See 2 C.F.R. §200.321.

One of these six steps requires NFEs to use the resources, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA). 2 C.F.R. §200.321(b)(5). NFE's should document use of these resources by saving records of searches in their procurement files. This reference guide discusses these resources, and demonstrates how to use them.

SBA Resources: NFEs can use the Dynamic Small Business Search tool to view databases for minority businesses, women-owned businesses and small businesses.

Step 1: Access the search tool: http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm.

Step 2: Select the applicable state. NFEs can narrow the search by county, Metropolitan Statistical Area, Zip Code, or Area Code. NFE's can also search for businesses in a labor surplus area (designated and published by the Department of Labor by federal fiscal year).

Location of Profile
States: (any state)
AL - Alabama
AK - Alaska
AA - American Atlantic (APO/FPO)
AE - American Europe (APO/FPO)
AP - American Pacific (APO/FPO)
AS - American Samoa
AZ - Arizona
AR - Arkansas
CA - California
Searching within a State: (Requires exactly one state from the State list at left.)
Congressional District: [Help](#)
County: Select 1 State, then press Lookup [Lookup Help](#)

Step 3: To search for minority businesses, select "Any Minority Owned" under the Ownership and Self-Certifications section.

Ownership and Self-Certifications
 Any Minority Owned:
 Any Native American Owned:
 Tribally Owned
 Alaskan Native Corp (ANC) Owned
 Native Hawaiian Org (NHO) Owned
 Other Native American
 Other Minority Owned

Step 4: To search for women's business enterprises, select "Any Women-Owned Small Business" under the Ownership and Self-Certifications section.

Any Women-Owned Small Business: [search help](#)
 Women-Owned Small Business under the Women-Owned Small Business Program [more information](#)
 Economically Disadvantaged Women-Owned Small Business under the Women-Owned Small Business Program
 Women-Owned Small Business Joint Venture
 Economically Disadvantaged Women-Owned Small Business Joint Venture

Step 5: Enter the specific North American Industry Classification System (NAICS) code for the applicable industry in the Specific Nature of Business section. These NAICS codes may be found on www.naics.com, or by using the SBA list identifying small business size by NAICS code, https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf.

Specific Nature of Business
NAICS Codes: Any All (slower) [Help](#)
"Buy Green" NAICS Codes: Any All (slower) [Help](#)
Keywords: Any All (slower) [Help](#)

Step 6: Scroll down and click on "Search Using These Criteria" to run the search.



NFEs may choose to run separate searches for minority-owned businesses, women's business enterprises and, if applicable, labor surplus areas. The search site has a "Help" tab with useful guidance on maximizing the search tool based on user's operating system and device.

MBDA Resources: MBDA has numerous resources for NFEs, including lists of state and local-sponsored minority business enterprises, and state offices for minority and women's business enterprises. MBDA resources are also available on FEMA's Procurement Disaster Assistance Team website, <https://www.fema.gov/procurement-disaster-assistance-team>, under the "Socioeconomic Contracting Resources" tab.

Conclusion: As stated in the opening paragraph of this guide, NFEs should document use of these resources to demonstrate compliance with the requirement in 2 C.F.R. §200.321(b)(5) that NFEs use the resources of the SBA and MBDA.

Sealed Bids: To assist with obtaining bids, consider posting requests to MITN Purchasing Group within BidNet Direct.

Sealed bids must be publicly solicited; thus, it is recommended that the bid request be posted on the local jurisdiction's website or newspaper for a minimum of one week.

Bids should be solicited from an adequate number of known suppliers and provide sufficient time to respond.

Bid requests must include detailed and complete specifications and attachments, if appropriate, and define the items or services to be procured.

All bids must be publicly opened at the time and place specified within the bid request.

A firm, fixed price contract award must be made in writing to the lowest, responsive and responsible bidder. When considering bids, you can take into account discounts, transportation costs, and life cycle costs, if specified in the bidding documents. You cannot award early payment discounts unless prior experience demonstrated they are usually taken advantage of.

Any and all bids may be rejected if there is a sound documented reason.

www.bidnetdirect.com/mitn

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Summary of the State of Michigan's Purchasing Policy

Purchases Under \$2,500.00 - verbal electronic, or online purchases with no minimum quote requirements

Purchases from \$2,500.01 to \$10,000 - Three bids which can include telephone bids. Even though these are not formal, there must be documentation that contains the date, who was contacted (company name, contact name, and phone number), and their offer. If there are other details pertinent to their offer, that also would need to be documented.

Purchases from \$10,000.01 and greater - sealed bid process with at least three bids, if possible.

The rules discussed in 2 CFR 200 must also be complied with for all purchases made under the HSGP. The most restrictive policies must be followed to cover the local jurisdiction, the HSGP fiduciary, the State of Michigan, and the Federal government. Be sure to check with your local agency to ensure that you are complying with all local purchasing policies.

Sealed Bids: To assist with obtaining bids, consider posting requests to MITN Purchasing Group within BidNet Direct. www.bidnetdirect.com/n

Sealed bids must be publicly solicited; thus, it is recommended that the bid request be posted on the local jurisdiction's website or within its newspaper for a minimum of one week.

Bids should be solicited from an adequate number of known suppliers and provide sufficient time to respond.

Bid requests must include detailed and complete specifications and attachments, if appropriate, and define the items or services being requested.

All bids must be publicly opened at the time and place specified within the bid request.

A firm, fixed price contract award must be made in writing to the lowest, responsive and responsible bidder. When considering the lowest bidder you can take into account discounts, transportation costs, and life cycle costs, if specified in the bidding documents. You cannot take into account early payment discounts unless prior experience demonstrated they are usually taken advantage of.

Any and all bids may be rejected if there is a sound documented reason.

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

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

WITNESSETH, THAT:

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

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

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

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

3. Fiduciary Responsibilities

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

4. Political Subdivision Responsibilities

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

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

- 4.10.3. Equipment records shall be maintained by the Political Subdivision until three (3) years after the equipment has been disposed.
- 4.10.4. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 4.11. The Political Subdivision shall integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.
- 4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environment and Historical Preservation (EHP) program engages in a review process to ensure that federally funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.
- 4.13. The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S.C. 3141 *et seq*) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing minimum wage and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: <http://www.dol.gov/compliance/laws/comp.dbra.htm>
- 4.14. Upon request, the Political Subdivision will supply to the Fiduciary any information required to meet federally mandated reporting requirements and DHS program specific reporting requirements.
- 4.15. The Political Subdivision must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions> , specifically in the DHS Specific Acknowledgements and Assurances on page 1.
5. **Region 3 Planning Board Responsibilities:** The parties agree and acknowledge that the Region 3 Planning Board shall have the following responsibilities:
- 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;

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

6. Duration of Interlocal Agreement -

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

7. Liability/Assurances

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

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

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

IN WITNESS WHEREOF:

District Health Department No. 2:

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

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

Political Subdivision: _____

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: _____

Region 3 Homeland Security Planning Board:

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: _____

**Michigan 3rd District Regional
Homeland Security Planning Board
August 7, 2023
Meeting Minutes**

Meeting called to order by Region 3 Homeland Security Planning Board Chairman Randy Miller on Monday, August 7, 2023 at 1:30 P.M. Meeting was held at the Bay-Arenac ISD Educational Service Center in Bay City, MI.

Roll Call:

Scott Rice (Alcona), Michael Bowers (Arenac, Iosco, Ogemaw & Oscoda), Ryan Manz (Bay), Chris Metropoulos (Genesee), Bob North (Gladwin), Randy Miller (Huron), Chuck Allen (Iosco), Sarah Whaley (Lapeer), Josh Mosher (Midland), Mark Przybylski (Saginaw), Steve Anderson (Tuscola)

Voting Members Absent:

Tori Rhoads (Alcona), James Mosciski (Arenac), Kurt Corradi (Bay), Mary Krohn (Huron), Denny Fitzpatrick (Lapeer), Jenifier Boyer (Midland), Kevin Grace (Oscoda), Cari Hillman (Saginaw), Todd Hillman (Sanilac) - excused, Rob Kelly (Region 3 HCC)

Non-Voting Members Present:

Melissa Upper (Region 3 Planner), Lt. Charles Barker (MSP-EMHSD, District 3 Coordinator), Mark Laux (MFD/RRT #31),

Non-Voting Members Absent:

Dick Ripke (Midland CCP), Christopher Lince (MFD/IMT)

Others Present:

Chief Chris Van Loo (Saginaw Twp FD), JungGa McCoy (Midland Co. EMS Task Force), Jerry Cole (Midland Co.), Karol Chase (Red Cross)

Public Comments: N/A

Minutes of the June 5, 2023 R3HSPB Meeting:

Motion 2023-0044 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the minutes of the June 5, 2023 R3HSPB meeting as presented.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Presentation on Repeater Tower in Tuscola County:

Jeff Mativa from Central Michigan Emergency Network (CMEN) was present remotely to discuss the repeater on the Tuscola County tower. The repeater is for microwaves and the antenna for the repeater is 983 feet up the tower. The antenna is no longer functioning properly and the estimated cost for the new antenna is \$2,200 plus shipping and \$2,575 for the installation, for a total cost just under \$5,000.

Vertical Bridge is a HAM friendly organization and recently purchased the tower from Cumulus. There is currently no paperwork to support approval for public service on the tower, but a community lease agreement is being drafted that would allow equipment to be on tower at no cost and has been in the works for about two months. A repeater and equipment belonging to CMEN are also on a Cumulus tower in Flint.

Also, CMEN needs remote receivers to be installed at ten sites at approximately \$500 each. This technology will allow people in outlining counties the ability to access the Tuscola repeater with low powered handhelds. All of this equipment will be District 3 assets. All but possibly a couple of counties in the easternmost portion of the region should be able to utilize this system to access the SEOC in Dimondale. The request for funding is being broken into two projects: the Tuscola repeater antenna as one project and the ten remote receivers as the other.

The main concern for this project is determining the sponsoring agency. Tuscola County does not have to be the sponsor. Mike Bowers suggested that Ogemaw County may be willing to sponsor the project. The contract with Vertical Bridge needs to be completed before this project can begin or even be considered. The agreement needs to ensure that the equipment can remain on the tower at the existing height indefinitely. Randy Miller asked to see the entire project in writing along with the quotes before funding is considered. He wants to ensure that all parts of the project are carefully considered and the rules of the grant are followed. Lt. Barker will look into the State possibly assisting with this project.

CMEN obtained a large grant and is deploying the HAM radio microwave network that will stretch across the state of Michigan. They have microwave dishes on the tower at the SEOC that are connected to their current microwave system. This allows for anything IT-based to be sent across the amateur radio network to the SEOC. This has been operational for about four months.

FY 2020 HSGP Fiduciary Report:

All FY 20 grant projects with extensions must have their reimbursement requests submitted to Melissa prior to September 30th. She will be sending out reminders for those outstanding projects soon.

Motion 2023-0045 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the additional allocation of \$10.25 from the contingency fund for the FY 20 Soft Targets project of Midland County Election Security. Roll call vote.

Discussion: This is for a shipping charge that was not listed on the original quote.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson
Ayes: 13 Nays: 0 Motion carried.

Motion 2023-0046 – Motion by Mike Bowers, seconded by Mark Przybylski, to approve the additional allocation of \$270.00 from the contingency fund for the FY 20 project of Arenac County Election Security. Roll call vote.

Discussion: This is a line-item cost that was not well presented on the quote, so it was overlooked by both Melissa and Mike. This is the amount needed to fully complete the project.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson
Ayes: 13 Nays: 0 Motion carried.

Motion 2023-0047 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the additional allocation of \$4,193.00 from the RRT's FY 20 HSGP allocation for their FY 20 Emerging Threats project. Roll call vote.

Discussion: The Emerging Threats project came in higher than anticipated. Half of this project is already being funded by the RRT's allocation. This amount will close out the project and help close out the RRT's allocation, as well.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson **Ayes: 13** **Nays: 0** **Motion carried.**

FY 2021 HSGP Fiduciary Report:

The last opportunity to change the FY 21 required projects is September 30th. If you have a required project and you know you cannot complete it by May 31st or the total cost of the project will be less than originally anticipated, let Melissa know right away so that changes can be made. Modifications to these projects requires FEMA approval.

A request was made in June to change the FY21 Cybersecurity project from 50/50 assessments and enhancements to only assessments and has been approved by FEMA. At the last meeting, a few of Mike Bowers' jurisdictions claimed all the funding for these assessments, but the estimates were lower than what he was actually quoted. The Arenac County Penetration Testing is being split with the FY 19 and 20 grants and needs additional funds. Oscoda Township's project will likely be canceled due to having to front the cost. Because of this, there is enough funding for the needed increases. This leaves over \$8,000 remaining from the allocation. If there is interest in these funds, additional funding from FY 22 could also be used. But if the request is for enhancements and not assessments, Melissa needs to know by the September meeting so that she can request a project modification from FEMA.

Motion 2023-0048 – Motion by Steve Anderson, seconded by Mark Przybylski, to approve additional funding for the following FY 21 Cybersecurity Assessment projects: \$1,312.50 for Arenac County, \$3,254.00 for Iosco County, and \$836.00 for Iosco County 911. Roll call vote.

Discussion: The original requests for these projects were based on cost estimates from a similar project. The new costs are from MI-DEAL vendors.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson **Ayes: 13** **Nays: 0** **Motion carried.**

The Emerging Threats project through Bishop Airport is wrapping up. The Soft Targets project with scene lighting for Tuscola County and signage for Huron County has been completed. The Intelligence & Information Sharing (IIS) project includes MAGLOCLLEN subscriptions that were estimated to be at \$4,000, but so far, the reimbursements only total \$1,334. Melissa has not heard from many of the agencies that initially expressed interest in the project. The other part of this project is for license plate scanners. The City of Midland and Genesee County are interested in this project, which does need an EHP. The North American Active Assailant Conference was approved for funding under the Domestic Violent Extremism (DVE) project. There was a lot of interest for this conference, but the total requests were not nearly as high as the \$20,000 Melissa anticipated and came in just under \$9,000. This will allow more funds for the Rescue Task Force Equipment totaling just over \$51,000.

Motion 2023-0049 – Motion by Mike Bowers, seconded by Mark Przybylski, to allow expenses for Gladwin County for the 2023 North American Active Assailant Conference.

Discussion: The board had said no new requests for this conference would be authorized after the June board meeting; however, the actual costs were about half of what was anticipated.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

JungJa McCoy from the Midland County Rescue Task Force was present to discuss the team’s equipment needs. They are functioning as a specialty team. They have completed twenty-five trainings, including five tactical trainings with Midland SWAT and one live stress exercise, and two more are planned for the near future. The team already has SOPs and protocols in place.

The Midland County Rescue Task Force is asking for fifty Level II ballistic vests with six for City Fire, nineteen for MyMichigan EMS, and twenty-five going to township fire departments. There were some questions as to why the team chose to utilize Level II vests versus Level III. These are the same vests that the County’s road patrol currently uses. The vests also serve as a plate carrier and the plates can be customized to each wearer’s threat level and for comfort. Individuals would pay for their own personalization. The team’s SOPs state that for the team to be deployed, the threat must be contained, there must be viable patients on scene, and there must be three people for force protection per rescue task force team. Currently, many other rescue task force teams are functioning without protective gear.

Jerome Township will be sponsoring this project and has allocated up to \$65,000 for equipment for the Rescue Task Force Team. Their top priority is for the fifty vests at an estimated cost of \$38,875. The team has already purchased tourniquets, chest seals, etc., but they are also in need of fifty helmets at an estimated cost of \$19,550 and vest accessories. Mark Przybylski’s request for Saginaw County includes three MCI walk kits at approximate cost of \$16,000. Mike Bowers is requesting vests and helmets for his four counties but is willing to wait until the other requests have been fulfilled.

In June, a request was made to FEMA to change the training portion of the FY 22 DVE project to rescue task force equipment and to cancel the portable camera system from the FY 22 IIS project and move those funds to rescue task force equipment. This would provide \$35,500 for rescue task force equipment under the FY 22 grant. Melissa is still awaiting approval of these changes. Rescue task force equipment could also be funded under DVE in the FY 23 grant, under which a minimum of 3% of the grant award must be spent.

Motion 2023-0050 – Motion by Ryan Manz, seconded by Steve Anderson, to approve the allocation of \$38,875.00 for Midland Co Vests and \$16,000.00 for Saginaw County MCI Kits and an additional \$4,000.00 from the contingency fund for the FY 21 Domestic Violent Extremism project. Roll call vote.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Motion 2023-0051 – Motion by Sarah Whaley, seconded by Josh Mosher, to approve the allocation of \$7,725.00 for Lapeer Co Nixle Annual Service from the FY 21 HSGP contingency fund. Roll call vote.

Discussion: This project has always been funded under the HSGP since Lapeer County began the service. This will provide service through March 2024.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Randy reminded the board that if local funds are used to pay for a project, then grant funds cannot be used for that project in the future. It is considered supplanting. Counties should not rely on grant funds for annually recurring projects, as the funds are becoming more and more limited and restricted. Melissa will inquire whether warning notification systems can be funded under the Community Preparedness & Resilience required project.

Motion 2023-0052 – Motion by Mike Bowers, seconded Mark Przybylski, to approve the allocation of \$6,000.00 for Oscoda Co Courthouse Barriers from the FY 21 HSGP contingency fund. Roll call vote.

Discussion: This project will be used to create barriers for escorting defendants to and from the courtroom. These will be half walls that are bolted to the floor but are not ballistic.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson **Ayes: 13 Nays: 0 Motion carried.**

There is approximately \$8,000 remaining in the FY 21 contingency fund.

FY 2022 HSGP Fiduciary Report:

Under the FY 22 grant, there was a minimum spend of 3% for each required project, with Cybersecurity being optional and all required projects totaling 30% of the grant award. This allows some flexibility in how we allocate the funds. There have been no requests for the \$20,000 allocated to the FY 22 Cybersecurity project. The Soft Targets project will fund portable lighting for Lapeer County and electronic signage for Mike's counties for a total of \$86,000. For the Community Preparedness & Resilience project, we have a CERT Trailer Outfitting, a base station and antenna for Gladwin County, a Citizen Corps Conference, Stop the Bleed Kits, CERT equipment, and OK to Say Radio Campaign. There is \$10,000 allocated to stop the bleed kits.

Motion 2023-0053 – Motion by Steve Anderson, seconded by Mark Przybylski, to approve the allocation of \$2,000.00 from the Community Resilience required project towards Stop the Bleed Kits for Tuscola County. Roll call vote.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson **Ayes: 13 Nays: 0 Motion carried.**

Motion 2023-0054 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the allocation of \$2,000.00 each from the Community Resilience required project towards Stop the Bleed Kits for Saginaw, Midland, Alcona, and Genesee County with Genesee County receiving all remaining funds from the \$10,000 allocation for stop the bleed kits. Roll call vote.

Discussion: Mike Bowers is also interested in kits for his counties. Additional funding for stop the bleed kits can be allocated under the FY 23 grant.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson **Ayes: 13 Nays: 0 Motion carried.**

Citizen Corps has almost \$10,000 allocated to them for equipment. The CCP teams need to be thinking about their needs as well as considering their next meeting date. There is also \$7,000 allocated to what has been estimated to be about three months of an OK to Say Radio Campaign. We need a project lead on this campaign. Melissa has the contact information for someone from OK to Say who is willing to assist the Region with content for the radio campaign.

For the Intelligence & Information Sharing project, we are doing MAGLOCLLEN subscriptions and Flock cameras. For the Domestic Violent Extremism project, we are approved for conferences and are awaiting FEMA approval on the addition of Rescue Task Force Equipment.

Motion 2023-0055 – Motion by Chris Metropoulos, seconded Mark Przybylski, to approve the allocation of \$25,500.00 for Genesee Co 1000-ft Hazmat Boom from the FY 22 HSGP contingency fund. Roll call vote.

Discussion: This boom would allow the team to cross the Flint River three times. The cost also includes ten anchor kits.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson
Ayes: 13 Nays: 0 Motion carried.

Motion 2023-0056 – Motion by Steve Anderson, seconded Mark Przybylski, to approve the allocation of \$28,000.00 for Conferences from the FY 22 HSGP contingency fund. Roll call vote.

Discussion: This allows for \$2,000 per county.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson
Ayes: 13 Nays: 0 Motion carried.

FY 2023 HSGP Fiduciary Approval:

Motion 2023-0057 – Motion by Steve Anderson, seconded Mark Przybylski, to approve District Health Department No. 2 as the FY 23 HSGP fiduciary.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson
Ayes: 13 Nays: 0 Motion carried.

Be thinking ahead to what your counties needs are that could fulfill the required projects and be ready to discuss these at next month’s meeting. The projects must be finalized by the board at their October meeting, as project descriptions are due the EMHSD at the end of October. We do not have our grant award amount yet, but we must allocate a minimum of 30% of the total grant award to required projects with 3% minimum to each of following: Domestic Violent Extremism, Intelligence & Information Sharing, Soft Targets, Community Preparedness & Resilience, and Election Security. Cybersecurity is optional. A minimum of 35% must be spent on LETPA, but some of the required projects may count towards LETPA.

Committee Reports:

HCC – Rob Kelly was not available to attend today’s meeting, and no report was provided.

RRT – Mark Laux reported that the team recently sent three people to a 60-hour Collapse Technician training. This class is very challenging to get into, as seats fill up very quickly. The team now has twelve members trained at the collapse technician level and 26 at the collapse operations level. Those at the technician level can deal with pre- and post-tension concrete collapse, heavy lifting with cranes, and various metal cutting options. Three people on the team are capable of teaching collapse technician training.

The team has completed Rope Rescue and Confined Space Rescue Response validation through the State and can now be deployed anywhere in the state to respond to these types of situations. The validation process took about six hours to complete two scenarios. The team will be completing their Trench Technician validation in

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

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

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

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

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

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

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

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

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

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

Red Cross – No report was provided.

Unfinished Business:

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

New Business: N/A

Staff Report:

The next board meeting will be September 11th due to Labor Day.

Other/Public Comments/Announcements: N/A

Adjournment:

Meeting adjourned at 2:57 P.M.

Respectfully Submitted,
Melissa Upper

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

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

September 1, 2023 to May 31, 2026

Assistance Listings Number: 97.067 Grant Number: EMW-2023-SS-00022-S01

This Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

DISTRICT HEALTH DEPARTMENT #2
(hereinafter called the Subrecipient)

I. Purpose

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

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

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

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

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

II. Statutory Authority

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

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

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

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

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

III. Award Amount and Restrictions

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

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

- F. A maximum of \$386,238 of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- G. A maximum of five percent (5%) of awarded funds, \$38,623, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the *FY 2023 HSGP NOFO* and the *FEMA Preparedness Grants Manual* located at <http://www.fema.gov/homeland-security-grant-program>.
- H. The Subrecipient may only fund projects which directly support one of the FY 2023 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2023 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2023 SHSP investment justification.
- I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.
- J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.
- K. A portion of FY 2023 SHSP funds should be allocated toward sustainment of the Regional Response Team Network and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- L. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

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

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

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

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

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

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

V. Responsibilities of the Recipient

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

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

VI. Reporting Procedures

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

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

VII. Payment Procedures

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

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

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

VIII. Employment Matters

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

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

IX. Limitation of Liability

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

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

X. Third Parties

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

XI. Grant Agreement Period

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

XII. Entire Grant Agreement

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

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

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

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

XIII. Business Integrity Clause

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

XIV. Freedom of Information Act (FOIA)

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

XV. Official Certification

For the Subrecipient

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

District Health Department No. 2
Subrecipient Name

NPUPMLJKFH 21
Subrecipient's UEI Number

Denise M. Bryan, MPA
Printed Name

Administrative Health Officer
Title

Denise M. Bryan
Signature

November 2, 2023
Date

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

Capt. Kevin Sweeney
Printed Name

Commander Emergency Management
and Homeland Security Division
Title

[Signature]
Signature

10/19/2023
Date

For the Regional Board

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

Randy Miller
Printed Name

Regional Board Chair
Title

[Signature]
Signature

11-15-23
Date

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

Article I - Activities Conducted Abroad

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

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

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

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

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

Article IV - Federal Leadership on Reducing Text Messaging while Driving

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

Article V - Debarment and Suspension

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

Article VI - Fly America Act of 1974

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

Article VII - Americans with Disabilities Act of 1990

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

Article VIII - Duplication of Benefits

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

Article IX - Copyright

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

Article X - Civil Rights Act of 1968

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

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

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

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

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

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

Article XIII - Hotel and Motel Fire Safety Act of 1990

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

Article XIV - Disposition of Equipment Acquired Under the Federal Award

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

Article XV - Patents and Intellectual Property Rights

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

Article XVI - DHS Specific Acknowledgements and Assurances

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

Article XVII - Procurement of Recovered Materials

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

Article XVIII - Terrorist Financing

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

Article XIX - Civil Rights Act of 1964 - Title VI

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

Article XX - Prior Approval for Modification of Approved Budget

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

Article XXI - Acknowledgement of Federal Funding from DHS

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

Article XXII - Acceptance of Post Award Changes

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

Article XXIII - Rehabilitation Act of 1973

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

Article XXIV - False Claims Act and Program Fraud Civil Remedies

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

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

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

Article XXVI - Lobbying Prohibitions

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

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

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

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

Article XXVIII - Age Discrimination Act of 1975

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

Article XXIX - National Environmental Policy Act

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

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

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

Article XXXI - USA PATRIOT Act of 2001

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

Article XXXII - Non-Supplanting Requirement

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

Article XXXIII - Drug-Free Workplace Regulations

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

Article XXXIV - Universal Identifier and System of Award Management

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

Article XXXV - Energy Policy and Conservation Act

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

Article XXXVI - Whistleblower Protection Act

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

Article XXXVII - Federal Debt Status

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

Article XXXVIII - Use of DHS Seal, Logo and Flags

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

Article XXXIX - Notice of Funding Opportunity Requirements

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

Article XL - SAFECOM

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



Region 3 FY 2023 Homeland Security Grant Program

Equipment Ownership Agreement

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

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

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

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

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

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

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

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

Jurisdiction

Mailing Address

Printed Name of Jurisdictional Representative

Title

Signature, Jurisdictional Representative

Date

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

Date

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

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

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

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

This Transfer of Ownership Agreement (TOA) is executed by

_____ (**JURISDICTION**) on _____ (Date)

Make/Model of Equipment: _____

Serial Number(s): _____

Jurisdiction Receiving Equipment: _____

Printed Name of Individual Receiving Equipment: _____

Organization: _____

Address: _____

Phone: _____

Email: _____

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

Signature of individual receiving equipment

Date

Tuscola County
Senior Citizen Home Delivered Meals Millage

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

TUSCOLA COUNTY

E-9-1-1 CENTRAL DISPATCH OPERATING MILLAGE PROPOSITION

Shall the County of Tuscola, Michigan, be authorized to levy upon the taxable value of all property subject to ad valorem taxation, up to three (.3) of one mill (3 cents for each \$1000 of taxable value), for a period of up to four (4) years, 2025 through 2028 inclusive, to be used exclusively for the funding of 9-1-1 emergency telephone call answering and dispatch services within Tuscola County, including facilities, equipment and maintenance, and operating costs associated with the necessary equipment for the 9-1-1 central Dispatch System to effectively provide and ensure twenty-four hour public safety communications service for the citizens, communities, and public safety responders of Tuscola County?

If approved and levied in its entirety, this millage raises an estimated \$654,897 in the first year that it is levied.

Tuscola County DOES NOT have a Humane Society to assist with stray dog intakes.

Saginaw Population in 2021 – 189,591

Capacity for dogs – 90 dogs.

1 dog per 2,106 people

Bay County Population in 2021 – 102,985

Capacity for dogs – 38

1 dog per 2,710 people

Sanilac County Population in 2021 – 40,506

Capacity for dogs – 14

1 dog per 2,893 people

Huron County Population in 2021 – 31,252

Capacity for dogs – 15

1 dog per 2,083 people

Tuscola County Population in 2021 – 52,917

Capacity for dogs – 16

1 dog per 3,307 people

Stray dog complaints are increasing as disposition is Decreasing.

Adoptions:

2021: 118 (43 dogs and 75 cats)

2022: 101 (51 dogs and 50 cats)

2023: 88 (49 dogs and 39 cats) Even with a 2-week adoption event with a reduced fee of \$20 per cat, we adopted 9 cats during that event.

Transferred to rescues:

2021: 165 (126 dogs, 39 cats)

2022: 168 (101 dogs and 67 cats)

2023: 67 (43 dogs and 24 cats)

This is a result of rescues pulling animals from down state where they are considered "Kill-Shelters."



Procomm Inc.

Two-way Radio Communications - Emergency Vehicle Solutions
 Mt. Pleasant 989-772-3751 · Flint Twp. 810-659-5000

Estimate

Date	Est. #
3/20/2023	22620

Name / Address
TUSCOLA CO EMERGENCY MGMT 420 COURT ST SUITE #1 CARO, MI 48723

Ship To
TUSCOLA CO EMERGENCY MGMT 420 COURT ST SUITE #1 CARO, MI 48723

Purchase Order No.	Terms
	Net 15

Qty	Description	Cost	Total
2	PANORAMA MULTIFUNCTION MiMo ANTENNA (2 CELL/2 WIFI/1 GPS)	280.00	560.00
2	CRADLEPOINT IBR900 WITH WIFI 600MPS 1 YEAR ESSENTIAL PLAN	1,095.00	2,190.00
2	MISC SHOP WIRE, CONNECTORS & FUSES	50.00	100.00
2	INSTALLATION LABOR-MODEM AND EXTERNAL ANTENNA	375.00	750.00
2	SHIPPING ESTIMATE	25.00	50.00

Estimate is only valid for 30 days from date of issue
 Please note that all freight costs are estimated unless
 otherwise noted and will be billed at current rates.

Subtotal	\$3,650.00
Sales Tax (6.0%)	\$0.00
Total	\$3,650.00

Customer Signature _____ Date _____

barrett sign company

barrett sign corporation hereby submits to....the following proposal....

tuscola county animal shelter

2863 west caro road
caro, michigan 48723
attention...anthony trevino at 989.450.2579
email to....atrevino@tuscolacounty.org

re...new sign at shelter...matrix.

1. **matrix display**....provide (2) – 3' high by 8' wide 12mm format single sided full color matrix displays by cirrus digital for sign bid....units come with temp sensor and are capable of full animated graphics and multiple lines of copy as necessary,,, communication is via cell phone modem and can be controlled from your main office computer anywhere...price includes online training and support.

3' high by 8' wide 12 mm format double sided full color matrix...18,525.00

2. **new header sign**...provide one new 14" deep double sided approximately 2' tall by 8' wide header sign cabinet as per design provided....faces are lettered in high performance vinyl on a flat white lexan panel...sign has internal led light stick illumination and 12v power supplies....crew to connect to power at base on separate circuit....price includes sign pole, electrical and concrete base work. 3500.00

3. **base cover**as drawn with decorative element and address in brake formed aluminum.....600.00

2. **installation of package**...three man crew to travel to site.... install matrix signs on new 6" diameter steel pole in a concrete footing....install matrix sign by welding to angle steel support clips on matrix.... connect both to power provided to sign location in approved devices....install and connect temp sensor and antennas...install and connect header sign and pole decorative elements. 2500.00

cost for one sign complete package is.....25,125.00

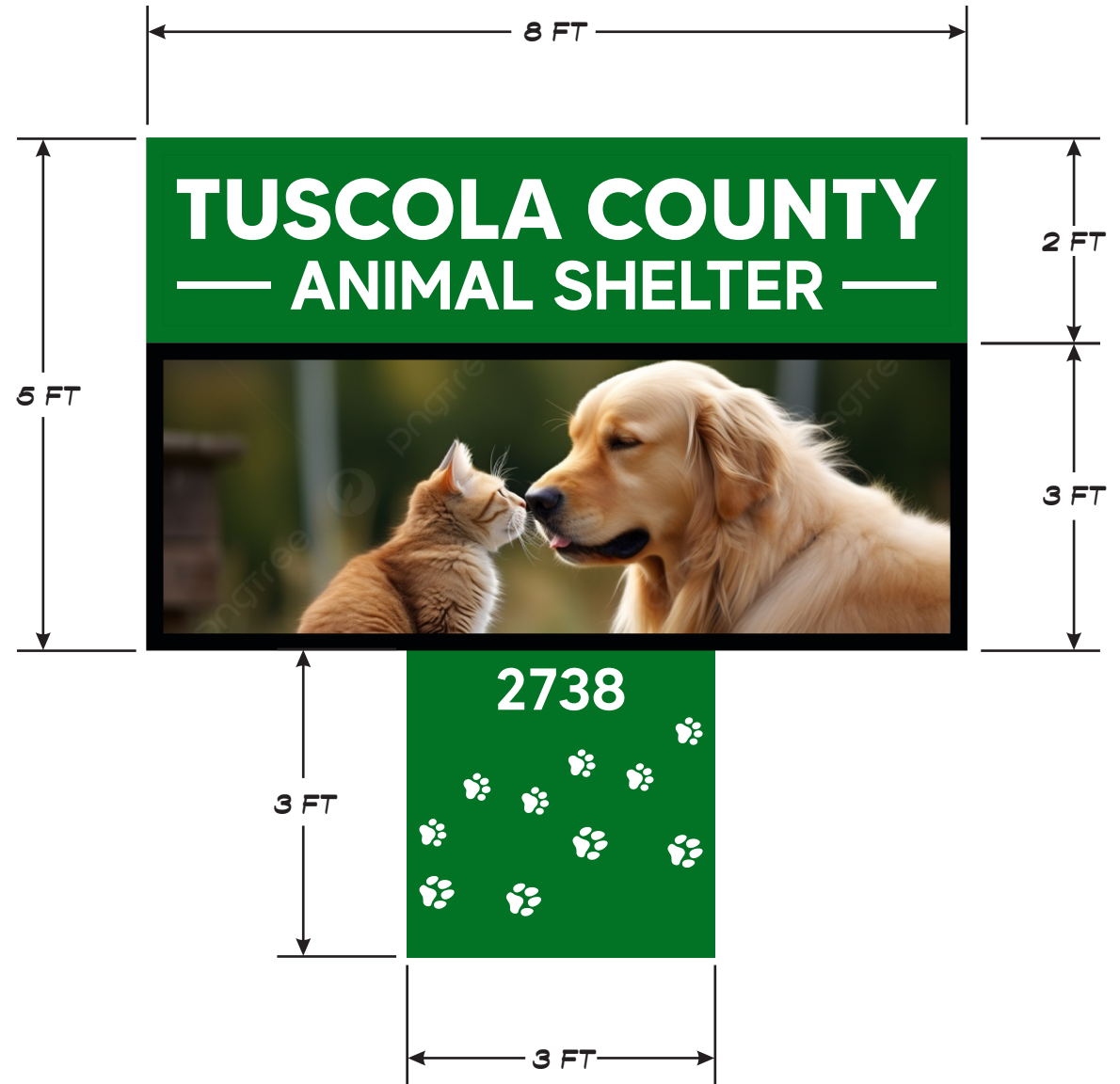
typical payment terms are to be half down...1/4 upon matrix shipment if applicable....and net upon completion... price does not include sales tax unless otherwise noted...permit and permit procurement fees are not included in the price....any alterations or deviations are subject to a cost increase / decrease....all work is guaranteed to be as specified....barrett sign corporation is fully licensed and insured....barrett sign corporation is not responsible for any delays beyond our control....in the event of collection then barrett sign corporation is entitled to all extra costs incurred including reasonable attorney fees.... barrett sign corporation cannot be held to any damage to lawns sidewalks parking lots or landscaping from heavy equipment...this proposal is subject to change after thirty days.

barrett representative _____ date _____
signature of acceptance _____ date _____

321 lyon street in old saginaw city michigan 48602 989.792.7446 www.barrettsgn.net

barrettsigncompany

barrett sign



NOTE TO OUR CUSTOMERS:
 PLEASE PROOF LAYOUT CAREFULLY FOR ANY SPELLING ERRORS.
 THE COST OF MAKING CORRECTIONS AFTER COMPLETION IS THE
 RESPONSIBILITY OF THE CUSTOMER.

Tuscola County
Potential Animal Care and Control Millage

Shall Tuscola County be authorized to levy upon the taxable value of all property subject to ad valorem taxation, up to ___ mill, for a period of six (6) years, 2025 through 2030 inclusive, to be used exclusively for the sole purpose of maintaining funding support for county animal care and control program services and operations, including equipping, financing, and operation of the county animal shelter and animal care program services?



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Monday, February 26 BOC Meeting

1 message

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

Tue, Feb 20, 2024 at 4:12 PM

Hello Clayette,

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

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

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

Thank you,
Deb

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

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

CONFIDENTIALITY NOTICE

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

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

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

OPTION 1

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

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

OPTION 2

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

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

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

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

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner _____,
seconded by Commissioner _____.

RESOLUTION 2024-03

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

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

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

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

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

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

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

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

Roll Call Vote:

Ayes:

Nays:

Resolution 2024-03 declared adopted this ____ day of _____, 2024.

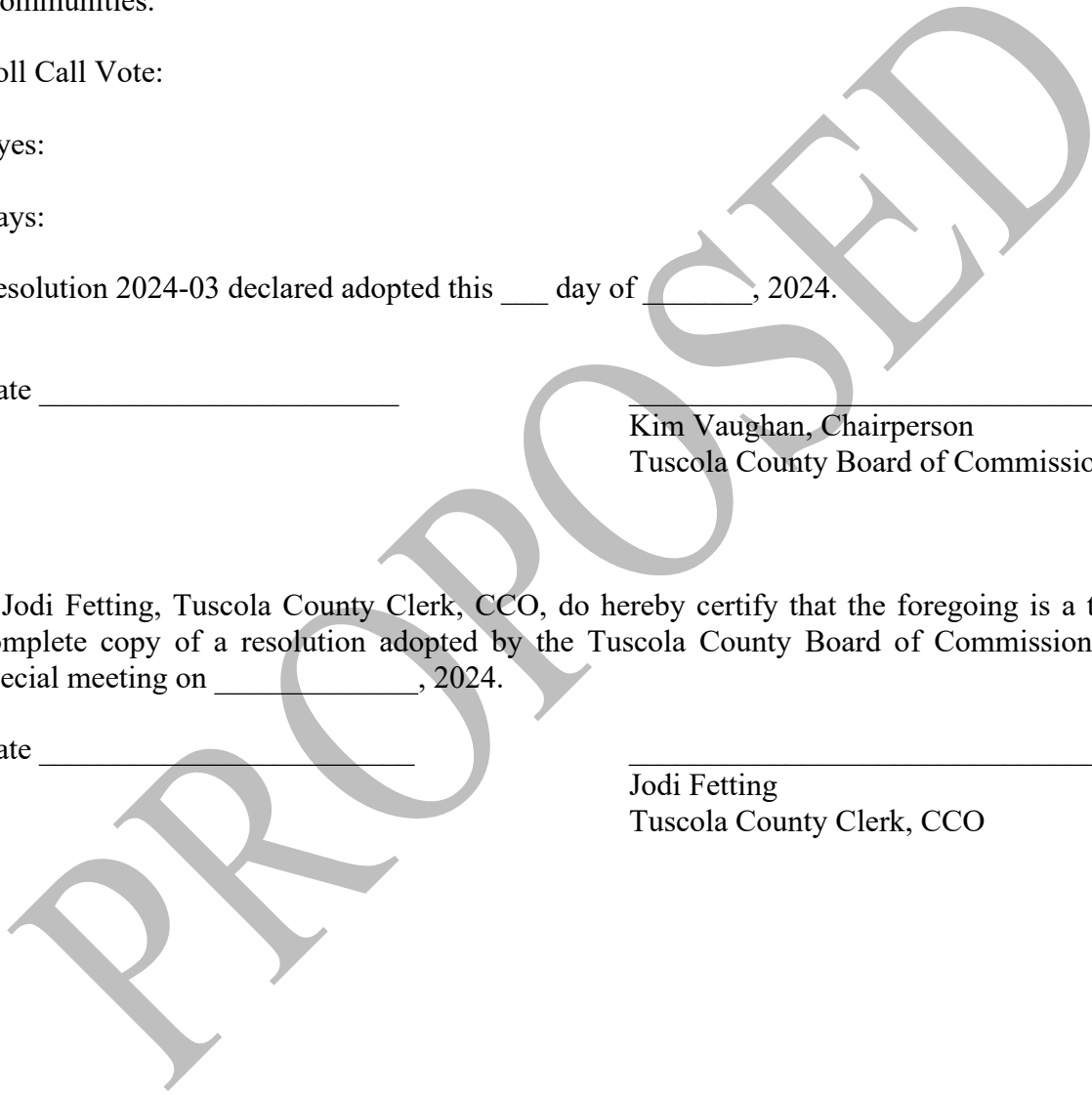
Date _____

Kim Vaughan, Chairperson
Tuscola County Board of Commissioners

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

Date _____

Jodi Fetting
Tuscola County Clerk, CCO





SCRAP TIRE CLEANUP GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND TUSCOLA COUNTY RECYCLING

This Grant Agreement (“Agreement”) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** (“State”), and **Tuscola County Recycling** (“Grantee”).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0119 of 2023**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: 2024 Scrap Tire Cleanup	% of grant state 100 / % of grant federal 0
Amount of grant: \$30,000.00	PROJECT TOTAL: \$30,000.00 (grant plus match)
Start Date (executed by EGLE): _____	End Date: December 31, 2024

GRANTEE CONTACT INFORMATION:

Name/Title: Kim Vaughan, Grant Contact
Organization: Tuscola County Recycling
Address: 987 Ellington Street
City, State, ZIP: Caro, Michigan 48723
Phone Number: 989-672-1673, Ext. N/A
Fax Number: N/A
E-Mail Address: recycle@tuscolacounty.org
Federal ID Number (Required for Federal Funding): N/A
Grantee DUNs/UEI Number (Required for Federal Funding): N/A
SIGMA Vendor Number: VC0016588-CM

STATE'S CONTACT INFORMATION:

Name/Title: Kirsten Clemens, Scrap Tire Coordinator

Division/Bureau/Office: Materials Management Division (MMD), Scrap Tire Program

Address: P.O. Box 30241

City, State, ZIP: Lansing, Michigan 48909-7741

Phone Number: 517-614-7431

E-Mail Address: EGLE-ScrapTire@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Kim Vaughan, Tuscola County Board Chair

Signature

Name/Title

Date

FOR THE STATE:

Elizabeth M. Browne, Director, MMD

Signature

Name/Title *klg* 02/21/24

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – March 31	April 30
April 1 – September 30	Before October 15*

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering April 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by the Michigan Scrap Tire Program, EGLE, per the guidelines provided by the program.

(D) If 10 percent (10%) or more of the grant amount is expended, payment requests may be submitted.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

PROJECT LOCATION AND SCOPE

The project must be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2024 Scrap Tire Cleanup Program Grant Application.

GRANTEE REIMBURSEMENT

The Grant Amount shall not exceed \$30,000.00, and the Grantee will be reimbursed as specified below, **NOT TO EXCEED ACTUAL COSTS INCURRED BY THE GRANTEE. All other costs associated with the removal of scrap tires, including labor costs, and additional charges for roll-off boxes and dump trailers, etc. are the responsibility of the Grantee.**

The State shall reimburse the Grantee the actual cost, up to \$1,500.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), \$3.00 per additional PTE in excess of 500 PTE, not to exceed \$3,000.00 for a full semi-trailer with over 1,000 PTE. ***It should be noted that empty semi-trailers are not eligible for reimbursement under the grant program.*** This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

Tires generated by a business, or a commercial farm are not eligible to received funding under this program and will not be reimbursed. If business or farming tires are accepted at the community cleanup or collection event, the cost for disposal/recycling will be the responsibility of the grantee. Use of grant funding to pay for ineligible activities (i.e., disposal of business or commercial agricultural tires) may result in non-reimbursement of grant funding and may also restrict the grantee from receiving future funding.

GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee must first pay the Processor for work completed and then seek reimbursement from the State. If the Grantee is not financially able to pay the Processor prior to seeking reimbursement from the State, then the Grantee may assign its grant payment(s) to the Processor pursuant to Section VII, Assignability, of this Agreement. If the Grantee assigns payment(s) to the Processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the Processor directly for the outstanding balance due the Processor.

The Grantee shall maintain an accurate count of the number of scrap car tires and scrap truck tires, and oversized tires removed from the site. **The Grantee is responsible for submittal of a COMPLETE Scrap Tire Transportation Record (EQP 5128).** Submittal of incomplete transportation records will delay reimbursement.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the Processor or End-User, as applicable, a copy of the Processor invoice(s) and all scrap tire manifests signed by the Grantee, the Processor, and the End-User. Payment reimbursement requests shall be sent to: EGLE-ScrapTire@Michigan.gov

Within 30 days of the date that the last scrap tire covered by this Agreement was removed from the site, the Grantee shall submit the final request for payment accompanied by a Final Project Report, which summarizes the project.

PROCESSOR AND END-USER REQUIREMENTS

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor) or an out of state processor if a Michigan-based process is not readily accessible. Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s) and/or approved Scrap Tire Material End-User (End-User) or End-Users identified in this Agreement.

UNUSABLE TIRES

The State may approve a request from the Grantee to replace an approved End-User with a sanitary landfill, licensed under Part 115, Solid Waste Management, of the NREPA. Such a request may be approved if certain scrap tires covered under this Agreement are in such a condition that the approved Processor would not be able to process the scrap tires into a form acceptable to the approved End-User or if due to decreased end-use market availability another viable end-use market cannot be located. Any Grantee wishing to deliver scrap tires to a landfill after proper size reduction, must contact EGLE for approval. Whole motor vehicle tires are prohibited from being disposed of in a landfill. Reimbursement for landfilling of unusable tires shall not exceed the per tire amount authorized by this Agreement.

NOTIFICATION OF DELAYS

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

PROJECT COMPLETION

The State will make final payment after the project is complete. Project completion means all of the following:

(A) All scrap tires covered by this Agreement have been removed from the site and delivered to the End-User identified in this Agreement by the Processor identified in this Agreement.

(B) The Grantee has submitted the final Request for Payment form, including all supporting financial documentation, all complete scrap tire transportation records signed by the Grantee, the Processor, and the End-User, indicating the total number of scrap car tires, scrap truck tires and oversized tires removed from the site.

(C) The Grantee has notified the State that the site is clear of all scrap tires and rims covered under this Agreement.

(D) The Grantee has provided a Final Project Report that summarizes the project including pertinent dates of events, number of participants, tires collected, pictures (if available), and any other information showing how your project was successful.

The State shall make a determination of project completion based on all of the following:

(A) A review of the project file, including all Request for Payment forms, all supporting financial documentation, all scrap tire manifests, and all reports submitted by Grantee, Processor and End-User, to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct.

(B) A site inspection to determine the number of tires, if any, remaining on the site and to verify that the requirements of this Agreement have been met.

COMMUNITY CLEANUP ADDITIONAL REQUIREMENTS

Grants awarded to communities for the purpose of conducting community clean up days must adhere to the following requirements as outlined in the Application:

(A) The Grantee must have the scrap tires disposed of as soon as possible, preferably the same day as the cleanup day or next business day, unless collecting tires to coordinate a regional pickup by the hauler. The maximum time tires can be at a collection point is one week.

(B) If the Grantee is coordinating with other Grantees in the region, each Grantee can store for up to one week all the collected scrap tires at a collection point to coordinate a regional pickup by the hauler.

(C) The Grantee must notify the Scrap Tire Program Coordinator (via EGLE-ScrapTire@Michigan.gov) of each upcoming collection/cleanup event scheduled under the grant. This can include newsletters, flyers, web or any other utilized media.

(D) The Grantee is required to provide recognition of the Scrap Tire Cleanup Grant funding as it relates to their individual project (sample language and logos are available upon request).

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



SCRAP TIRE CLEANUP GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND TUSCOLA COUNTY RECYCLING

This Grant Agreement (“Agreement”) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** (“State”), and **Tuscola County Recycling** (“Grantee”).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0119 of 2023**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: 2024 Scrap Tire Cleanup	% of grant state 100 / % of grant federal 0
Amount of grant: \$30,000.00	PROJECT TOTAL: \$30,000.00 (grant plus match)
Start Date (executed by EGLE): _____	End Date: December 31, 2024

GRANTEE CONTACT INFORMATION:

Name/Title: Kim Vaughan, Grant Contact
Organization: Tuscola County Recycling
Address: 987 Ellington Street
City, State, ZIP: Caro, Michigan 48723
Phone Number: 989-672-1673, Ext. N/A
Fax Number: N/A
E-Mail Address: recycle@tuscolacounty.org
Federal ID Number (Required for Federal Funding): N/A
Grantee DUNs/UEI Number (Required for Federal Funding): N/A
SIGMA Vendor Number: VC0016588-CM

STATE'S CONTACT INFORMATION:

Name/Title: Kirsten Clemens, Scrap Tire Coordinator

Division/Bureau/Office: Materials Management Division (MMD), Scrap Tire Program

Address: P.O. Box 30241

City, State, ZIP: Lansing, Michigan 48909-7741

Phone Number: 517-614-7431

E-Mail Address: EGLE-ScrapTire@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Kim Vaughan, Tuscola County Board Chair

Signature

Name/Title

Date

FOR THE STATE:

Elizabeth M. Browne, Director, MMD

Signature

Name/Title *klg* 02/21/24

Date

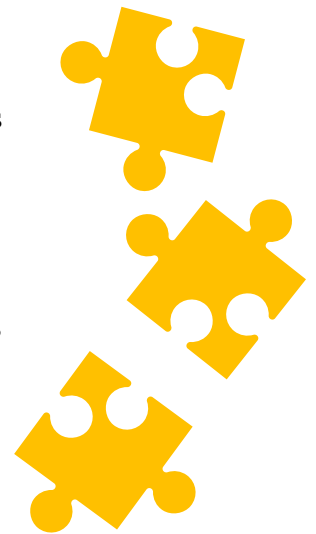


Opioid Settlement Funds

Background

National litigation with companies that manufactured, distributed, marketed and dispensed prescription opioids has resulted in numerous national opioid settlements. Michigan expects to see \$1.5 billion, over an 18-year period, flow into the state from these lawsuits. Most settlements have resulted in a 50/50 split of funds between state and local governments.

Settlements with each company are unique and may have different allowable uses for funds and distinct reporting requirements. All settlements do prioritize use of funds for purposes of opioid remediation, addressing the impact of the opioid crisis with a focus on prevention, harm reduction, treatment and recovery strategies, with avoidance of spending that further harms individuals and communities most profoundly impacted by the crisis.



Opioid Settlement Resource Center

<https://micounties.org/opioid-settlement-resource-center/>

MAC's Efforts

- MAC has created numerous resources and support mechanisms for counties receiving settlement dollars.
- MAC is providing no-cost technical assistance to all interested counties for purposes of planning and spending of these funds.
- MAC also created an Opioid Settlement Resource Center and Resource Library websites. These websites include a dashboard with funds by county, guide for local spending, tools and templates for county use.
- MAC has partnered with the Michigan Municipal League and the Michigan Townships Association to host a Local Government Learning Community for peer-to-peer learning on the topic.

Technical Assistance and Support

The MAC Opioid Settlement Resource Center includes a technical assistance request form.

- Technical assistance includes, but is not limited to:
 - General Settlement Questions
 - Settlement Landscape Assistance
 - Strategic Planning
 - Advising on Allowable Uses
 - Administrative Support
 - Spending Plan Development and Review
 - Request for Proposals Development and Scoring
 - Policy Analysis
 - Resource Linkage
 - Reporting



3/4/2024

Tuscola County 171 N State St Remodel - Low Voltage Cabling Quote

Option 1 \$18,900.00

Run Cat6 Riser Cable to 189 data drops. Supply 200 Hubbell Cat6 keystone jacks. Additional drops \$100/ea.

Option 2 \$23,625.00

Run Cat6 Riser Cable to 189 data drops. Terminate all drops with Hubbell Cat6 keystone jacks. Test and label each drop. Supply and install Hubbell faceplate for each location. Additional drops \$125/ea.

Option 3 \$33,075.00

Run Cat6A Riser Cable to 189 data drops. Supply 400 Hubbell Cat6A keystone jacks. Additional drops \$175/ea.

Option 4 \$37,800.00

Run Cat6A Riser Cable to 189 data drops. Terminate all drops with Hubbell Cat6A keystone jacks. Test and label each drop. Supply and install Hubbell faceplate for each location. Additional drops \$200/ea.

Randy Whittaker
President
R&R Technical Services, LLC

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

From: **Susan Rickwalt-Holder** <srrickwalt@tbhs.net>

Date: Thu, Feb 29, 2024 at 3:27 PM

Subject: [EXTERNAL] Caro Chamber Request

To: Clayette Zechmeister (zclay@tuscolacounty.org) <zclay@tuscolacounty.org>

CC: Caro Chamber of Commerce <carochamber101@gmail.com>

The Caro Chamber would like to request the use of the courthouse lawn on May 31 and June 1, 2024, for the 34th Annual Cars and Crafts event.

If you or the Commissioners should have any questions please email the Chamber at CaroChamber101@gmail.com or 989.673.5211.

Kind Regards,
Susan R. Holder, President
Caro Chamber of Commerce



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Next BOC meeting please

Robert Baxter <rbaxter@tuscolacounty.org>

Wed, Feb 28, 2024 at 11:46 AM

To: Clayette Zechmeister <zclay@tuscolacounty.org>, Shelly Lutz <lutzs@tuscolacounty.org>

We have given a conditional job offer to David Ott to fill a vacant full time Corrections position, a background, physical and drug test has been completed. His anticipated start date will be on or about March 4th. His starting wage will be at step one at \$19.73 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

 [Like Us on Facebook](#)



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Help Desk Candidate

Eean Lee <eean.lee@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>
Cc: Shelly Lutz <lutzs@tuscolacounty.org>

Mon, Mar 4, 2024 at 1:05 PM

Clayette,

Brian Greanya is my chosen candidate for the vacant Help Desk Technician position. Please bring this to the Board of Commissioners for hiring, pending background and physical check.

Please let me know if there is anything else I can do to assist in this process.

Eean Lee

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



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] Fwd: Letter of Resignation

Michael Clinesmith <mclinesmith@tuscolaedc.org>

Thu, Feb 29, 2024 at 3:04 PM

To: Clayette Zechmeister <zclay@tuscolacounty.org>, Ashley Bennett <abennett@tuscolacounty.org>

Cc: Debbie Powell <ccmanager@casscity.org>, "Keith Baur (keith.baur@gmail.com)" <keith.baur@gmail.com>, Keith Baur <director.baur@tuscolaedc.org>, "ericksons10@yahoo.com" <ericksons10@yahoo.com>

Dear Ashley and Clayette,

I am forwarding you Stephen Erickson's letter of resignation from the EDC as executive director and board member, and from the Land Bank and Parks and Recreation.

Let me know if you have any questions.

Michael Clinesmith

Grant Administrator

(989) 673-2849

mclinesmith@tuscolaedc.org

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

From: **Keith Baur** <keith.baur@gmail.com>

Date: Mon, Feb 26, 2024 at 11:08 AM

Subject: Fwd: Letter of Resignation

To: Debbie Powell <ccmanager@casscity.org>, Michael Clinesmith <mclinesmith@tuscolaedc.org>

Debbie and Michael,

I just received a letter of resignation from the EDC and Tuscola County boards he sat on.

It was time that Steve focus is health. Without your health, you can't do much. I believe the last time he was up here was the straw that broke the camel's back.

I wish him the best.

Keith Baur

989.550.6313

Begin forwarded message:

From: Steve Erickson <ericksons10@yahoo.com>**Subject:** Letter of Resignation**Date:** February 26, 2024 at 10:40:56 AM EST**To:** jmcloskey@tuscolaedc.org, Kim Vaughan <kvaughan@tuscolacounty.org>, mcloskey@charter.net, keith.baur@gmail.com, tbardwell@tuscolacounty.org

LETTER OF RESIGNATION TO Tuscola County EDC, County Commissioners

Stephen Erickson

605 S Ripley Brookston Indiana

Tuscola County EDC

[141 Almer Street](#)[Caro Michigan](#)

Dear EDC Board,

today to submit my notice of resignation from all my responsibilities. I am resigning from my role as

I'm writing to you

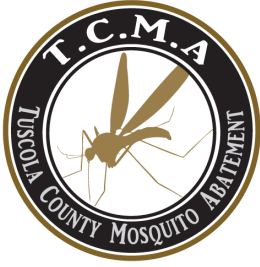
3/5/24, 11:22 AM

Tuscola County Mail - [EXTERNAL] Fwd: Letter of Resignation

Executive Director, EDC Board Member, County Landbank Board Member, County Park Board Member effective immediately. I'd like to express my heartfelt gratitude for the support, over the past 12 years. As I move into my retirement, leaving EDC and the board is not an easy decision for me but due to ongoing health concerns, and limitations, I need to fully step down from my responsibilities. Thank you once again for everything. I will cherish the positive experiences and memories from our time working together.

Best regards,
Stephen Erickson

Sent from my iPhone



TUSCOLA COUNTY MOSQUITO ABATEMENT

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

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

From: Larry Zapfe, Director

Date: March 11, 2024

Re: Respectfully, request to hire the following seasonal employees for the 2024 mosquito season, pending results of a background check and physical. Total 23.

Mike Sherman	Richard Letts	Daniel Sockocki
Kirk Bauer	Mike Emery	David Osterhout
Kevin Gainforth	Rick Skinner	Marianne Daily
Rodney Spiers	Brandy Wynn	
Dennis Haley	Rick Dominick	
Joe Benjamin	Rod Reid	
Brittany Benjamin	Bob Burcham	
Ron Turner	Richard Avery	
John Adamczyk	Cody Humphress	
Lee Garnsey	Joe Sholes	

Thank you for your time and consideration regarding this request.

Respectfully,
Larry Zapfe, Director