

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, FEBRUARY 28, 2019 – 8:00 A.M.

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

125 W. Lincoln Street
Caro, MI 48723

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

- 8:00 A.M. Call to Order – Chairperson Bardwell
Prayer – Pastor Paul McNett, Caro Church of the Nazarene
Pledge of Allegiance – Commissioner Bardwell
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution (See Correspondence #2)
New Business
 -Presentation of Honorary Resolution for Sheriff Department Mounted
 Division
 -General Fund Revenue and Expenditure Projections
 -GIS Update – GIS Coordinator
 -MSU-Extension Update
 -CLEMIS Software Services Agreement (See Correspondence #3)
 -Next Steps for Replacing Retiring Controller/Administrator
 -County Clerk Elections Programming
 -Tuscola County Veteran's Committee - Standard Operating
 Procedures (See Correspondence #4)
Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
MI Renewable Energy Coalition (MREC)
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative

Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

BARDWELL

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Finance
MAC Workers Comp Board
TRIAD
Local Units of Government Activity Report

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory – Vice Chair
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

GRIMSHAW

Behavioral Health Systems Board
Recycling Advisory
Local Units of Government

JENSEN

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MEMS All Hazard
Local Units of Government Activity Report

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting please notify the
Tuscola County Controller/Administrator's Office (989-672-3700) two
days in advance of the meeting.

CORRESPONDENCE

- #1 February 14, 2019 Full Board and Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 CLEMIS Information Systems Agreement
- #4 Tuscola County Veterans Committee – Standard Operating Procedures
- #5 February 25, 2019 Committee of the Whole Minutes
- #6 February 11, 2019 Council on Aging Meeting Minutes
- #7 February 7, 2019 Road Commission Minutes
- #8 February 15, 2019 Tuscola Board of Health Report

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
February 14, 2019 Minutes
H. H. Purdy Building

Commissioner Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 14th day of February 2019, to order at 8:00 o'clock a.m. local time.

Prayer – Commissioner Grimshaw

Pledge of Allegiance – Commissioner Jensen

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Mark Jensen (arrived at 8:02 a.m.), District 5 – Daniel Grimshaw (arrived at 8:04 a.m.)

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Tisha Jones-Holubec, Mike Miller, Nancy Laskowski, Shelly Lutz, Tom Hess, David Trauberkraut

Adoption of Agenda -
19-M-035

Motion by Young, seconded by Jensen to adopt the agenda as presented.
Motion Carried.

Action on Previous Meeting Minutes -
19-M-036

Motion by Young, seconded by Jensen to adopt the meeting minutes from the February 1, 2019 Regular Board and Statutory Finance meetings as presented.
Motion Carried.

Brief Public Comment Period for Agenda Items Only - None

Consent Agenda Resolution -
19-M-037

Motion by Young, seconded by Jensen that the following Consent Agenda Resolution from the February 13, 2019 Committee of the Whole Meeting be adopted. Motion Carried with Grimshaw dissenting.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/11/19
- Description of Matter:** Move that per the February 4, 2019 letter from the Drain Commissioner that the county hiring freeze be temporarily lifted and Dara McGarry be appointed to the position of Deputy Drain Commissioner at Step 5 of the wage scale based on her many years of experience in the Drain Office. Said change to be effective retroactively to February 1, 2019.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/11/19
- Description of Matter:** Move that per the January 14, 2019 letter from the Executive Director of the Region VII Area Agency on Aging that William Sanders be appointed to the Region VII Area Agency on Aging Board of Directors for a three year term beginning April 1, 2019 through March 31, 2022.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/11/19
- Description of Matter:** Move that the five year contract with Cintas to provide maintenance department uniforms be approved and all appropriate signatures are authorized.

New Business -

-Psychological Services for Inmates - Mike Hoagland reviewed the information provided Sheriff Skrent. A proposal was received from Correctional Healthcare Companies, LLC to provide Mental Health coverage for inmates. Matter to be further reviewed for a recommendation. Matter to be placed on the next Board meeting.

-Keyno Schellenberger Engineering Services - Mike Hoagland provided an update from the Engineer as the State of Michigan has posed some questions he needs to further clarify.

-Drain Commissioner Account Clerk III Position -

19-M-038

Motion by Young, seconded by Jensen that the county hiring freeze be temporarily lifted and per the recommendation of the Drain Commissioner Jody Vrable be hired effective March 4, 2019 at step 1 of the wage scale contingent upon satisfactory physical and background check. Motion Carried.

-Letter of Retirement from Controller/Administrator -

19-M-039

Motion by Young, seconded by Grimshaw that with regret the letter of retirement from the current Controller-Administrator be received and placed on

file with said retirement to be effective at the end of the work day on June 14, 2019. Motion Carried.

-Filling Controller/Administrator Position -Shelly Lutz contacted companies that complete candidate search and reviewed the prices quoted. Board discussed option of using a recruiter versus doing an independent search. Matter discussed at length.

19-M-040

Motion by Young, seconded by Jensen that per the recommendation of the Personnel Committee the following actions be taken regarding filling the upcoming vacant Controller-Administrator position:

- Use the traditional method of hiring including developing a job description, advertising/posting, interviewing and the Board of Commissioners ultimately choosing the individual to fill the position.
- Continue the position with the title of Controller-Administrator with the statutory provisions of the Controllers Act.
- Prepare a job description including position qualification requirements and a recommended wage for review at the February 25, 2019 Committee of the Whole and February 28, 2019 Board meeting.

Motion Carried with Grimshaw dissenting.

Old Business -

-Animal Control Update - Mike Hoagland is trying to get the involved parties to review the ordinance and provide feedback.

-2020 Budget - Commissioner Young wondered if it could be projected what the proposed tax revenue would be for the new wind turbines in Columbia Township.

-Airport Zoning Administrator - Application has been provided to Michael Yates.

-Medical Examiner Request - Mike Hoagland is continuing to work on.

-MAC Video Conferencing - Potential dates February 25, 2019 at 10:00 a.m. and March 14, 2019 at 10:00 a.m. Please consider what questions should be discussed during this opportunity.

Correspondence/Resolutions -

-Michigan Agriculture Preservation Fund Board - Commissioner Grimshaw will reach out for more details.

-Shiawassee County Jail Millage

-MAC Legislative Conference

-Tuscola County Stars Nomination

COMMISSIONER LIAISON COMMITTEE REPORTS

GRIMSHAW - No report.

Behavioral Health Systems Board

Recycling Advisory

Local Units of Government

BARDWELL

Behavioral Health Systems Board
Caro DDA/TIFA - Meeting rescheduled.
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Finance
MAC Workers Comp Board
TRIAD - new scams discussed.
Local Units of Government Activity Report - Update regarding Ellington Township provided.

YOUNG

Board of Public Works
County Road Commission Liaison - Meets next Thursday. Board discussed matter at length.
Dispatch Authority Board
Genesee Shiawassee Thumb Works - Update provided.
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee - Working in getting a cost estimate.
MAC Agricultural/Tourism Committee
MI Renewable Energy Coalition (MREC)
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative - Group has been rejuvenated.
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

VAUGHAN - No report.

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory – Vice Chair
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

JENSEN

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison - Update provided.
Genesee Shiawassee Thumb Works
Jail Planning Committee

Local Emergency Planning Committee (LEPC)
MEMS All Hazard - Report provided.
Local Units of Government Activity Report - Update provided regarding
Watertown Township.

Other Business as Necessary - None

Extended Public Comment -

-Nancy Laskowski - Nancy suggested NaCO also as an avenue to explore in searching for a candidate for the Controller's position. Almer Township is in the process of joining the Airport Authority. Nancy stated that the Airport Zoning Board of Appeals members met last night and the Board requested training as to procedures in proceeding forward.

-Tom Hess - Tom expressed his support of the wind turbine farm in Juniata Township.

-David Traubenkraut - David encouraged the Board to do independent research on wind energy.

Meeting adjourned at 10:42 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
February 14, 2019
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 10:42 a.m.

Commissioners Present: Young, Bardwell, Jensen, Grimshaw

Commissioners Absent: Vaughan

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Tisha Jones-Holubec,
Nancy Laskowski

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 10:48 a.m.

Jodi Fetting
Tuscola County Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 28th day of February, 2019 at 8:00 a.m. local time.

COMMISSIONERS PRESENT:

COMMISSIONERS ABSENT:

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

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 2/25/19

Description of Matter: Move that per the recommendation of the Sheriff, Correctional Healthcare Companies, LLC be hired to provide mental health services for jail inmates at an annual cost of \$26,562.48. Also, the chairperson be authorized to sign the price quote and contract amendment after it is prepared by Correctional Healthcare Companies.

- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/25/19
- Description of Matter:** Move that per the recommendation of the Child Care Fund Administrator, the Child Care budget amendments as presented at the 2-25-19 Committee of the Whole meeting be approved for certain line item transfers but with no increase in the general fund appropriation or the Child Care fund budget.
-
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/25/19
- Description of Matter:** Move that per the recommendation of the Medical Examiner, the Medical Examiner Budget be amended from \$111,038 to \$132,238 for increased autopsy costs including compensation to Dr. Virani, morgue charges, pathology laboratory costs; increased costs for a back-up pathologist and increased mileage for body transport. Said budget amendment to be implemented through the budgeted use of general fund balance.
-
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/25/19
- Description of Matter:** Move that per the recommendation of the County Clerk, that the Juror Pre-Paid Debit Card Program Agreement with Rapid Financial Solutions be approved and authorized for signature. (This program will replace the current accounts payable check processing for increased efficiency through reduced check writing).
-
- Agenda Reference:** E
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/25/19
- Description of Matter:** Move that the following appointments be made to the Economic Development Commission (EDC) Board: Joe Greene, City of Caro Mayor, Thomas Raymond, Village of Reese Manager, and Jim Tussey, SRS Pharmacy Systems President to full 6-year term

positions expiring December 31, 2024 and Mary Kulis, Consumers Energy to the partial term seat previously held by Douglas Link which expires on December 31, 2020.

Agenda Reference: F

Entity Proposing: COMMITTEE OF THE WHOLE 2/25/19

Description of Matter: Move that per the recommendation of the Behavioral Health Systems Board of Directors, the following board members be reappointed for three year terms ending March 31, 2022: Ms. Linda Ackerman, Mr. David Griesing, Ms. Susan McNett and Mr. Walter Szostak.

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

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk

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

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

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

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

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

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

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

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

2. COUNTY RESPONSIBILITIES.

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

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

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

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

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

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

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

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

3. **PUBLIC BODY RESPONSIBILITIES.**

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

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

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

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

4. DURATION OF INTERLOCAL AGREEMENT.

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

5. PAYMENTS.

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

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

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

6. ASSURANCES.

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

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

- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

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

8. DISCLAIMER OR WARRANTIES.

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

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

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

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

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

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

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

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

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

15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

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

23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

EXECUTED: _____ DATE: _____
Thomas Bardwell
BOC Chairman

WITNESSED: _____ DATE: _____

AGREEMENT
ADMINISTRATOR: _____ DATE: _____
(IF APPLICABLE)

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

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

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

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

PUBLIC BODY RESPONSIBILITIES.

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

OakNet Connectivity Exhibit VIII

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

SUPPORT

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

SERVICE SUPPORT COSTS

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

LICENSED USE AND ACCESS

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

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

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

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

The Parties agree to the following terms and conditions:

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

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EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
 - 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
 - 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.
2. **CLEMIS DIVISION RESPONSIBILITIES.**
- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
 - 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
 - 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.
3. **PUBLIC BODY RESPONSIBILITIES.**
- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
 - 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
 - 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
 - 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly

to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

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

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

- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.
5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**
- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her

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

- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application") and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:

- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
- 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of

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

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

7. **CLEMIS ADVISORY COMMITTEE.**

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

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EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

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

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

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

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

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

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

II. ADDITIONAL CLEMIS APPLICATIONS

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

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

- Livescan**
 WITH printer WITHOUT printer

- Mugshot**
 Capture Station and Investigative Investigative Only

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

- OakVideo** (CLEMIS Member located outside Oakland County)

- Crime Mapping Application**

Vendor name: TriTech Software Systems
Address: 9477 Walpes Street, Suite 100, San Diego, CA 92121
Contact: Chris Baldwin Phone: (858) 688-3041
Email: chris.baldwin@tritech.com

- Pawn Application**

- Fire Records Management System In Oakland County**
 Phase I Phase II

- Fire Records Management System Outside Oakland County**

- Fire Department Data Extract** (provide third party vendor information below)
 In Oakland County Outside Oakland County

Vendor name: _____
Address: _____
Contact: _____ Phone: _____
Email: _____



CRASH Report Payment Amount: _____



Enhanced Access Fee Disbursement Instructions



Disbursement when Requested



Disbursement Quarterly

Make Check Payable to:



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

COUNTY:

_____ CLEMIS Division Manager

_____ Date

PUBLIC BODY: _____

Title/Name: _____

Signature: _____

_____ Date

(to be completed by Public Body)

TUSCOLA COUNTY VETERANS COMMITTEE

Standard Operating Procedures

I. Authorization

- a. State of Michigan – State Act 192, effective Oct. 2, 1953, authorized county board of commissioners to create a County Department of Veterans Affairs. Amendments to that Act have since modified the role and responsibilities of the department.
- b. The Tuscola County Board of Commissioners subsequently created a Veterans Affairs office within the Tuscola County Health Department, modeled after the provisions of State Act 192, but with some differences in structure, roles and responsibilities.
- c. A Veterans Committee was appointed, effective January 1, 2018, by the Tuscola County Board of Commissioners, with said committee replacing and superseding the powers and duties previously granted to any previous county committee created subsequent to State Acts and amendments creating the Soldiers' Relief Commission.

II. Purpose

- a. The Tuscola County Veterans Committee shall be an advisory committee in support of the Veterans Service Officer(s) (VSO). The committee shall review reports of activity performed by the Veterans Service Officer(s), offer advice, suggestions and/or comments to improve services to veterans, help communicate services available through the Veterans Affairs Office to veterans throughout Tuscola County and assist the Veterans Service Officer(s), if possible, whenever requested.

III. Authorities and Responsibilities

- a. The Tuscola County Health Department's Board of Health is the administrative committee authorized to incur such expense, perform such duties and exercise such powers as shall be necessary in carrying out the provisions of State Act 192 within the budget set up by the Tuscola County Board of Commissioners.
- b. The Board of Health shall appoint a Veterans Service Officer and such other employees as shall be necessary from time to time to carry out the provisions of this act. In the selection of the Veterans Service Officer hereby authorized, the Board shall consult with and request the assistance of any association or council of organized veterans in Tuscola County. While not binding on the Board, such assistance will be given the greatest consideration.

- c. The Tuscola County Board of Commissioners shall furnish, equip and maintain reasonably adequate office facilities for the County Veterans Affairs Office.
- d. The Veterans Committee shall review reports prepared by the Veterans Service Officer(s), including, but not limited to, the following:
 - i. Michigan Veterans Trust Fund - Tuscola County Office of Veterans Affairs Veterans Service Officer(s) will assist eligible Michigan veterans and dependent family members in applying to the Michigan Veterans Trust Fund for emergency grants to help with a short-term financial emergency. The application and result shall be reported to the committee. (see Appendix A for eligibility and application process)
 - ii. Veterans Relief Fund – Veterans Affairs Director, upon confirmation of eligibility, is authorized to approve up to and including \$500.00 of assistance to an applicant within a calendar year without prior Committee review. Any amount over \$500.00 must have the approval of a majority of the Veterans Committee and must meet all eligibility requirements. If approval is required between scheduled meeting dates, a Veterans Service Officer may poll Committee members in person or by telephone, email or other electronic means to obtain a majority vote. The results of the decision are to be reported by the VSO at the next scheduled meeting of the committee. (see Appendix B for eligibility and application process)
 - iii. Veterans Burial Fund – Under state law (Act 235 of 1911), eligible survivors of veterans, who meet residency and asset limits, may qualify for \$300.00 for burial expenses paid by the County Board of Commissioners. Tuscola County Office of Veterans Affairs will provide a monthly report of the number of applicants and approvals. Ineligible survivors may apply to the Veterans Relief Fund for assistance. The Tuscola County Office of Veterans Affairs will provide a grave marker flag and flag holder for all veterans buried in Tuscola County. Veteran Service Officer(s) will assist survivors with other benefits that may be available through the U.S. Department of Veterans Affairs, including headstones, markers and medallions, and report the results to the Committee. (see Appendix C for eligibility and application process)
 - iv. Veterans Transportation – Subject to availability and compliance with rules provided by the Veterans Affairs Office, transportation for veterans to receive Veterans Health Administration (VHA) or VHA preapproved medical assistance is provided at no cost by volunteers coordinated through the Tuscola County Office of Veterans Affairs. Veteran Service Officer(s) will prepare a monthly report detailing the number of veterans assisted, the miles driven and the number of hours involved.

- v. Veteran Activities – Veteran Service Officer(s) will provide a monthly report of activities sponsored by or involving the Tuscola County Office of Veterans Affairs.
 - vi. Veterans Officer(s) periodic reports to Board of Health.
- e. The Veterans Committee shall assist the Veterans Affairs staff in addressing any issue of concern to a veteran residing in Tuscola County and in obtaining any county, state or federal benefit for which the veteran is qualified. For the purposes of this Committee, a veteran shall be defined as any person who has served in the United States Army, Marines, Navy, Air Force, Coast Guard or any of the Reserves of said services or in the National Guard, for any length of time, and has been discharged under conditions other than dishonorable. "Veteran" also includes an individual who died while on active duty in the United States Armed Forces and the veteran's spouse and minor children. Other state and federal agencies, however, may have a different "veteran" definition for determining eligibility for their programs. Tuscola County Office of Veterans Affairs Service Officers will assist veterans determined to be ineligible for these programs in obtaining other assistance.
- f. An applicant whose application for assistance has been partially or completely denied by the Tuscola County Veterans Committee may take the following action:
- i. Applicant, or their designated personal representative, must make an appointment to meet with a Veterans Service Officer in the Tuscola County Veterans Affairs Office within 10 days after receiving notice of denial to file an appeal. The appeal must be written and state the reason(s) for reconsideration. The Veterans Affairs Office is located in the Tuscola County Health Department, 1309 Cleaver Road, Suite B, Caro, Michigan 48723.
 - ii. A properly presented appeal, received at the Veterans Affairs Office at least 10 days prior to the next regularly scheduled Committee meeting, will be considered at the next scheduled Committee meeting.
 - iii. The decision of the Committee, after review of the appeal is concluded, is final. A letter informing the applicant of the Committee's decision will be mailed to the applicant.
 - iv. No walk-in or oral appeals will be considered at the Committee meeting.
- g. The Veterans Committee shall prepare and provide to the Tuscola County Board of Commissioners an annual report of the activities of the Committee.

IV. Committee Composition

- a. The Veterans Committee shall be appointed by the Tuscola County Board of Commissioners and shall consist of 3 to 7 veterans of United States Armed Forces.
- b. Additional qualifications for Committee members:
 - i. Members shall be residents of Tuscola County who have served honorably on active duty in the United States Armed Forces.
 - ii. At least one member shall be a member of a congressional chartered veterans' organization within the county.
 - iii. At least one member who may or may not be a member of a congressional chartered veterans' organization within the county.
 - iv. Each committee member appointed shall have demonstrated knowledge, skills and experience in public service, business or finance.
 - v. Openings on the committee shall be filled by the County Board of Commissioners providing notice of that opening to 1 or more newspapers within the county and to veterans' service organizations within the county.
 - vi. Notwithstanding the provisions of any law to the contrary, a member of the County Board of Commissioners of a county is eligible for appointment.
- c. Appointment term - Committee members shall be appointed by the County Board of Commissioners for a term of 4 years each, effective as of January 1st of the year of appointment. However, the terms for committee members first appointed shall be staggered so that not more than 2 vacancies are scheduled to occur in a single year. Vacancies shall be filled in the same manner as original appointments for the remainder of unexpired terms.
- d. Compensation – Members of the Veterans Affairs Committee shall be entitled to receive the same per diem and mileage rates of compensation in attending meetings as set by the Tuscola County Board of Commissioners.
- e. A 2/3rds vote of Committee members may approve a recommendation to the Board of Commissioners that a member be removed with or without cause.
- f. The Tuscola County Veterans Affairs Director and any additional Tuscola County Veterans Service Officer(s) shall also attend all meetings of the Committee as participating, but non-voting, ex officio members.

V. Committee Meetings

- a. All meetings of the Veterans Affairs Committee are subject to the Open Meetings Act and a schedule of meetings shall be publicly posted. However, due to the necessary security of the Tuscola County Health Department building in which the Veterans Affairs office is housed, it will be necessary for any person wishing to attend a meeting to notify the Veterans Affairs office and receive acknowledgment of their desire to attend prior to 12:00pm (Noon) on the day of the scheduled meeting.
- b. Regular monthly meetings for the Veterans Affairs Committee are scheduled for the 4th Tuesday of each month, 5:00pm in the offices of the Tuscola County Health Department.
- c. Special meetings of the Veterans Affairs Committee may be called by the consent of a majority of the committee members, with proper notice provided to all committee members at least 5 business days prior to the meeting.
- d. A majority of the membership of the Committee shall constitute a quorum.
- e. The meeting agenda shall be arranged as follows:
 - i. Pledge of Allegiance / Call Meeting to Order
 - ii. Citizens wishing to address the committee (5 min. limit/person)
 - iii. Additions/Deletions/Changes to the Agenda
 - iv. Approval of previous minutes
 - v. Correspondence
 - vi. Reports from Veterans Affairs staff
 - vii. Old Business
 - viii. New Business
 - ix. Next meeting date
 - x. Adjournment

VI. Officers and Duties

- a. There shall be an election of officers of the Veterans Committee at the regularly

scheduled meeting of the committee in January of each year. The following officers shall be elected.

- i. Chairman – A Chairman of the Committee shall be elected by majority vote of all the members of the committee. The duties of the chairman shall be to conduct all meetings of the committee, using Roberts Rules of Order, to communicate with the Tuscola County Veterans Service Officer(s) and all members of the committee any items regarding veterans' affairs needing discussion and/or action, and to be the spokesperson for the committee regarding veterans' issues.
- ii. Secretary – A Secretary of the Committee shall be elected by a majority vote of all the members of the committee. The duties of the secretary shall be to prepare, present for approval and maintain accurate minutes of the proceedings of each meeting of the committee and, if requested, prepare any official correspondence directed by the Committee.
- iii. In the absence of the Chairman, the Secretary shall preside over any properly called meeting of the committee. In the absence of both the Chairman and the Secretary, the committee member with the most tenure on the committee shall preside over any properly called meeting of the committee.

VII. Amendments

These Operating Procedures, in whole or in part, may be altered, amended, added to or repealed by a 2/3rds vote of the entire Committee membership at any regular or special meeting of the committee provided that notice of the proposed alterations, amendments or repeal shall be submitted by mail to all Committee members at least 28 days prior to the meeting at which they are to be considered.

Approved by Veterans Committee: 4-24-2018

Amended by Veterans Committee: 12-18-2018

Reviewed by Board of Health: *Calvin H. Davis* 2-15-2019

Approved by Board of Commissioners: _____

Draft
Tuscola County Board of Commissioners
Committee of the Whole
Friday, February 25, 2019 – 8:05 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan (via Google Hangouts), District 4 - Mark Jensen, District 5 - Daniel Grimshaw

Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Mike Miller, Eean Lee, Tisha Jones-Holubec, Nancy Laskowski, Sheriff Glen Skrent, Caryn Michalak, Lieutenant Brian Harris, Drain Commissioner Robert Mantey, Deena Bosworth (via Google Hangouts), Shelly Lutz, Chief Deputy Caryl Langmaid

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. **Psychological Services for Jail Inmates** - Sheriff Skrent presented contracting for psychological services with the company that currently provides the medical services for jail inmates. Matter to be placed on the Consent Agenda.
2. **Child Care Fund Budget Amendment Requests** - Caryn Michalak requested a change on her budget due to placement of a child in an out of state facility. Matter to be placed on the Consent Agenda.
3. **Medical Examiner System** - Mike Hoagland reviewed the budget amendment requests proposed by Dr. Virani. Matter to be placed on the Consent Agenda.
4. **CLEMIS Road Patrol Software – Impacts on Local Police Departments** - Eean Lee reviewed a few different cost options available to local police departments. Board discussed the matter of implementation of CLEMIS and the impacts to the local departments.
5. **Discussion with Senator Daley** - Senator Daley discussed with the Board various items including the re-introduction of SB46, the Tuscola County lawsuit with the State Tax Commission,
6. **Clerk Elections Programming** - Clerk Fetting explained the opportunity available for her to complete the election programming for upcoming elections. The cost charged by the current vendor, the proposed cost to the local units as well as a proposed stipend to the County Clerk were discussed. Matter to be placed on Thursday's agenda.
7. **New System for Paying Jurors** - Clerk Fetting explained the transition that Circuit Court has taken in moving from a two-step program to a one-step program. Clerk Fetting is requesting approval to enter into an agreement with Court Funds to transition from paying the jurors with a check to a prepaid debit MasterCard. Matter to be placed on the Consent Agenda.

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. Video Conferencing MAC for Updates – Deena Bosworth provided a MAC legislative update.

Recessed at 10:28 a.m.

Reconvened at 10:35 a.m.

Finance/Technology (continued)

Committee Leaders-Commissioners Young and Jensen

On-Going and Other Finance

Finance

1. Work with MREC to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies
2. Providing Water to Caro Regional Center - Matter is currently being worked on.
3. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
4. Opioid Lawsuit
5. State Assessing Changes
6. Prepare of Updated Multi-Year Financial Plan
7. Update Wind Turbine Revenue Information - Angie Daniels is working on updating the information.
8. Continue Review of Road Commission Legacy Costs
9. 2018 Comprehensive Annual Report Development
10. Convert to New State Chart of Accounts
11. 2020 Budget Development - Matter is being worked on.
12. Second Year MIDC Plan and Budget
13. Determine if any Drain Bonds can be Retired Early or Refinanced
14. Property and Liability Insurance Renewals

Technology

1. New Kronos Time Attendance and BSA Finance/General Ledger Software
2. Animal Control Camera and Other Security - Eean provided an update.
3. New Server and Network Storage Capacity
4. Jail Live Scan Scanner
5. CLEMIS Road Patrol Software
6. GIS Update - Matter will be on Thursday's agenda.
7. Increasing Online Services
8. Updating County Web Page
9. Implementation of New Computer Aided Dispatch System

Personnel (continued)
Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

2. **EDC Board Member Appointments** - Clerk Fetting presented the applications received for the open board seats. Board discussed candidates. Board decided to appoint Jim Tussey, Joe Greene and Thomas Raymond to the full term seats and Mary Kulis to the partial term seat that was vacated by Douglas Link. Commissioner Grimshaw will reach out to Bryan Chapman. Matter to be placed on the Consent Agenda.

-Board decided to forgo the monthly updates from the EDC Director and have a Commissioner provide the updates. The EDC Director would be called for an update when necessary.

3. **Video Conferencing MAC for Updates** – See above.
4. **Replacing Retiring Controller/Administrator** - Mike Hoagland reviewed the proposed job description for the Controller/Administrator position. Board discussed the matter and some wording changes. Board discussed where the position should be advertised at. The wage range was discussed.

Clerk Fetting excused at 11:42 a.m.
Chief Deputy Clerk Langmaid assumed Clerk duties.

Commissioner Vaughan excused at 11:45 a.m.
Commissioner Grimshaw excused at 11:45 a.m.

5. **Scheduling a MAC 7th Meeting to Determine if Organization will Continue** - A meeting is being planned to be hosted by Tuscola County. Commissioner Bardwell will report with more information at Thursday's meeting.
6. **Behavioral Health Systems Board Appointments** - Matter to be placed on the Consent Agenda
7. **Previous Board Actions Impacts on Current Boards** - Mike Hoagland presented opinion prepared by county attorney. Commissioner Grimshaw has concerns. Matter discussed.
8. **Administration of the Airport Zoning Ordinance** - Nancy Laskowski presented to the Board regarding concerns of decision by the Airport Zoning Administrator, Michael Yates. Mike Hoagland will contact Mr. Yates regarding use of letterhead and form.

On-Going and Other Personnel

1. Updating Animal Control Ordinance
2. Review of Potential Policy Regarding Employment of Relatives
3. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
4. Strengthen and Streamline Year-End Open Enrollment
5. Evaluate Potential Training Programs
6. Start the Development of Pay Grade Schedule and Updated Job Descriptions

Building and Grounds
Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

1. **County Jail Study Committee – Development of a Concept Plan** - Mike Miller provided an update regarding the walk through of the jail by interested contractors. More information may be needed to decide upon before the contractors can provide an estimate. Matter discussed at length.

On-Going and Other Building and Grounds

1. Cass River Greenways – Robert McKay to bring information to a March Meeting
2. Complete Formation of County Land Bank
3. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
4. County Property Ownership Inventory
5. Review of Alternative Solutions Concerning the Caro Dam
6. Sidewalk Improvements and Parking Lot Sealing
7. Purdy Building Awning, Sign and Stucco Repairs
8. Jail Entrance Step and Ceiling Tile
9. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs
10. Potential Sale of Certain County Properties
11. New Septic System at Vanderbilt Park and Vegetation Clearing
12. Health Department Painting, Animal Control Ceiling and Court Windows
13. Recycling Soil Removal and Construction

Other Business as Necessary

1. Methods of Providing Dental Care to Indigent
2. Elected Versus Appointed Road Commissioners
3. Work with DTE and Others to Solve Increasing Energy Demands in the County
4. Update County Policies

Public Comment Period -

-Nancy Laskowski - Nancy stated the Pegasus project does not have a valid permit. There is a meeting on March 5, 2019 at 7:00 p.m. at the Tuscola Technology Center and she invited the Board.

Meeting adjourned at 12:40 p.m.

Jodi Fetting
Tuscola County Clerk

Caryl Langmaid
Chief Deputy Clerk

Meeting was called to order by Jerald Gamm at 11:00 am
Pledge to the Flag was said by all.

Minutes from January 14, 2018 meeting was read. Motion to approve minutes as read made by Gail Nesburg seconded by Sandra Williamson Motion carried

Treasurer's Report was given by Jerald Gamm. Motion to approve Treasurer's report as read made by Sandra Williamson seconded by Connie Pliska Motion carried

HDC Report was given by Shelley Schulz for the month of January as follows
Total serving days for the month was 12 with the C-1 daily average being 38 meals served.

HDM daily average being 393
January Senior Dining centers 455 meals served
HDMS Meals 4720 Meals

Average donation for congregate meals was \$2.75, Home delivered meals was \$.48

Motion to accept HDC report was made by Sandra Williamson seconded by Gail Nesburg.

Old Business ... None

New Business.. Minutes from meetings will no longer be mailed out to board member unless a member did not attend that meeting..

Meeting was adjourned at 12:00 by Jerald Gamm

Next Meeting... March 18, 2019 will be held at Vassar Dining Center at 11:00 a. m.

February 7, 2019

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, February 7, 2019 at 8:00 A.M.

Present: Road Commissioners John Laurie, Julie Matuszak, David Kennard, and Duane Weber; Operations Engineer Technician Will Green, Superintendent/Manager Jay Tuckey, and Director of Finance/Secretary-Clerk Michael Tuckey.

Absent: Road Commissioner Gary Parsell and Acting County Highway Engineer Brent Dankert.

Motion by Matuszak seconded by Weber that the minutes of the January 24, 2019 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Laurie --- Carried.

Payroll in the amount of \$114,731.21 and bills in the amount of \$130,892.05 covered by vouchers #19-06 and #19-07 were presented and audited.

Motion by Matuszak seconded by Kennard that the payroll and bills be approved. Weber, Kennard, Matuszak, Laurie --- Carried.

Brief Public Comment Segment:
None.

Motion by Matuszak seconded by Weber that the agreement between Thumb Welding and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads for Kelly Road from its establishment west to Dodge Road be extended for an additional two (2) years with the conditions specified in the agreement. Weber, Kennard, Matuszak, Laurie --- Carried.

Motion by Weber seconded by Matuszak that the Tuscola County Road Commission cast a ballot for Bradley Lamberg of Barry County to serve as a Board of Director of the Association of Southern Michigan County Road Agencies. Weber, Kennard, Matuszak, Laurie --- Carried.

At 8:15 A.M. the following bids were opened for 2019 Chip Seals:

| <u>Bidder</u> | <u>Single Chip Seal</u> | <u>Double Chip Seal</u> | <u>Prime & Double Chip Seal</u> | <u>PASS Seal</u> | <u>Raised Pavement Markers</u> | <u>Fog Seal</u> | <u>Bar Seal</u> |
|-------------------------|-----------------------------|-----------------------------|---|----------------------|--|---------------------|---------------------|
| Pavement Maint. Systems | 1.74/syd. | 3.61/syd. | 4.05/syd. | 2.08/syd. | 1.50/ea. | .38/syd | 2.65/syd |
| Fahrner Asphalt Sealers | 1.795/syd. | 3.56/syd. | 4.00/syd. | 2.16/syd. | 1.00/ea. | .36/syd | 1.97/syd |

Motion by Kennard seconded by Matuszak that the bids for 2019 Chip Seals be accepted, reviewed by Management, and tabled until the next regular meeting of the Board. Weber, Kennard, Matuszak, Laurie --- Carried.

At 8:30 A.M. the following bids were opened for 2019 Overband Crack Fill:

| <u>Bidder</u> | <u>Unit Price</u> |
|----------------------------|-------------------|
| Astec Asphalt, Inc. | 1.35 / lb. |
| Wolverine Sealcoating, LLC | 1.12 / lb. |

| | |
|-----------------------------------|-------------|
| Fahrner Asphalt Sealers, LLC | 1.138 / lb. |
| Highway Maint. & Construction Co. | 1.60 / lb. |
| Sealmaster of Michigan | 1.15 / lb. |

Motion by Weber seconded by Matuszak that the bids for 2019 Overband Crack Fill be accepted, reviewed by Management, and tabled until the next regular meeting of the Board. Weber, Kennard, Matuszak, Laurie --- Carried.

At 8:45 A.M. the following bids were opened for HMA Base Crushing, Shaping, and Compaction with Stabilization:

| <u>Bidder</u> | <u>Local Road HMA Base Crush/Shape/Compact.</u> | <u>Local Road Water</u> | <u>Local Road Dust Palliative</u> | <u>Local Road Bit. Mat. Fog Coat</u> | <u>Local Road 1" Add'l Crush/Shape</u> |
|--------------------------|---|-----------------------------|---|--|--|
| Pavement Recycling, Inc. | 0.78/sq. yd. | 20.00/unit | 100.00/ton | 2.00/gal. | 0.12/sq. yd. |

| <u>Bidder</u> | <u>Local Road Asphalt Cement Stabilized Base Course</u> | <u>Local Road Asphalt Cement Binder</u> |
|--------------------------|---|---|
| Pavement Recycling, Inc. | 1.50/sq. yd. | 2.99/gal. |

| <u>Bidder</u> | <u>Primary Road HMA Base Crush/Shape/Compact.</u> | <u>Primary Road Water</u> | <u>Primary Road Dust Palliative</u> | <u>Primary Road Bit. Mat. Fog Coat</u> | <u>Primary Road 1" Add'l Crush/Shape</u> |
|--------------------------|---|-------------------------------|---|--|--|
| Pavement Recycling, Inc. | 0.89/sq. yd. | 20.00/unit | 100.00/ton | 2.00/gal. | 0.12/sq. yd. |

| <u>Bidder</u> | <u>Primary Road Asphalt Cement Stabilized Base Course</u> | <u>Primary Road Asphalt Cement Binder</u> | <u>Primary Road Full Depth Reclamation w/ Cement Base</u> |
|--------------------------|---|---|---|
| Pavement Recycling, Inc. | 1.50/sq. yd. | 2.99/gal. | 400.00/ton w/ design 5,000.00 lump sum |

Motion by Kennard seconded by Matuszak that the bids for HMA Base Crushing, Shaping, and Compaction with Stabilization be accepted and awarded to Pavement Recycling, Inc. Weber, Kennard, Matuszak, Laurie --- Carried.

Management and the Board discussed this season's winter maintenance operations.

Road Commissioner Matuszak provided a report from the Tuscola County Parks and Recreation Committee.

Motion by Matuszak seconded by Kennard that the meeting be adjourned at 9:00 A.M. Weber, Kennard, Matuszak, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

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**Tuscola County Health Department
Board of Health Report: February 15, 2019
Ann Hepfer RN, B.S Health Officer**

Outcomes for the Month:

1. **MDHHS Funding Formula Committee:** The Public Health Advisory Council is working on the funding formula for Public Health. There were many state departments that had very little knowledge of the 50/50 cost share requirement that is in the Public Health Code. This committee was tasked with coming up with a funding formula recommendation by February. The goal is to hold all counties harmless, and still come up with a funding formula that is fair and equitable. We know that we are not even close to receiving the 50/50 cost sharing requirement.
2. **Grants:** We have received additional grant dollars in the amount of \$25,000 to continue our efforts in vaccinating the high risk priority populations for Hepatitis A
 - Persons who use injection or non-injection drugs,
 - Men who have sex with Men,
 - Persons who are currently homeless or in transient living conditions,
 - Recently Incarcerated, or
 - Persons with Chronic Liver Disease.Additional efforts will be made to reach food handlers especially since in rural counties such as Tuscola this is where we find the above populations.
3. **Emergency Preparedness:** We received \$5000.00 to update our two state radios.
4. **State Wide Sewage Code:** Representative James Lower is going to bring the State Wide Sewage Code legislation back to the table for discussion. We do have Tip McGuire sitting on Environmental Health Committee where this legislation will be discussed.

