

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
MONDAY, NOVEMBER 25, 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 – Commissioner Young
Pledge of Allegiance – Commissioner Vaughan
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 **(None)**

New Business

- RFP Opening for State Land Acquisition
- 911 Dispatch Authority Board Appointment
- Relay for Life Request to Use Courthouse Lawn 12-6-19 **(See Correspondence #2)**
- Closed Session for Opinion of Counsel **9:00 a.m.**
- Closed Session for Labor Negotiations **10:00 a.m.**

- Byrne Justice Assistance Grant (JAG) Subcontract with the County of Lapeer **(See Correspondence #3)**
- Medical Care Community Transfer Request **(See Correspondence #4)**
- Tuscola County Road Commission Primary Road Millage Transfer Request **(See Correspondence #5)**
- Tuscola County Road Commission Local Bridge Millage Transfer Request **(See Correspondence #6)**

Old Business

- Amended Resolution of the Tuscola County Board of Commissioners Approving a Revised Intergovernmental Agreement to Create the Tuscola County Land Bank Authority. (See Correspondence #7)

Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

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)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report

BARDWELL

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

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

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
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

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. November 14, 2019 Full Board Minutes
2. Relay for Life Request to Use Courthouse Lawn 12-6-19
3. Byrne Justice Assistance Grant (JAG) Subcontract with the County of Lapeer
4. Medical Care Community Transfer Request
5. Tuscola County Road Commission Primary Road Millage Transfer Request
6. Tuscola County Road Commission Local Bridge Millage Transfer Request
7. Land Bank Resolution
8. Farm Bill Educational Sessions Meetings Update
9. Road Commission Minutes 10/31/19 Meeting
10. Manistee County Resolution #2019-16 Requesting to Declare the Great Lakes Coast a Disaster Area and Seeking Assistance
11. Otsego County Resolution No. OCR 19-25 Supporting Passage of Legislation to Adopt 4-Year Terms for County Commissioners
12. Huron County Resolution Supporting Passage of Legislation to Adopt 4-Year Terms for County Commissioners

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
November 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 November 2019, to order at 8:00 o'clock a.m. local time.

Prayer – Pastor Paul McNett, Caro Church of the Nazarene

Pledge of Allegiance – Commissioner Vaughan

Roll Call – Chief Deputy Clerk Caryl Langmaid

Commissioners Present: District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Mark Jensen, District 5 – Daniel Grimshaw (arrived at 8:15 a.m.)

Commissioner Absent - District 1 - Thomas Young

Also Present: Clerk Jodi Fetting, Chief Deputy Clerk Caryl Langmaid, Clayette Zechmeister, Eean Lee, Paul McNett, Mike Miller, Brian Neuville, Lori Offenbecher, Ken Hecht, Roy Kauer, Wayne Koper, Eileen Doering, Barb Ruckle, Norm Davis, Register John Bishop, Nancy Laskowski, Nathan Miller, Bill Campbell, Mary Brissette, Deb Babich

Adoption of Agenda -
19-M-218

Motion by Vaughan, seconded by Jensen to adopt the agenda as amended.
Motion Carried.

Action on Previous Meeting Minutes -
19-M-219

Motion by Jensen, seconded by Vaughan to adopt the meeting minutes from the October 31, 2019 Regular Board and Statutory Finance meetings. Motion Carried.

Brief Public Comment Period for Agenda Items Only -

-Wayne Koper asked where the Board is in the Greens Governmental Consulting process. Mr. Koper feels this process should be open for bidding. He also does not feel there is a need for a lobbyist for Tuscola County with having Representative Green and Senator Daily.

-Nancy Laskowski stated MREC (Michigan Renewable Energy Collaborative) is lobbying for turbines. Presentation will be made to the Board on November 21, 2019.

Consent Agenda Resolution - None

New Business -

-Clerk's Office Copier Replacement - Clerk Fetting presented to the Board bids from Galaxy Office Machines - \$9,995.00 purchase price or lease price of \$210.00 per month for 5 years; Brady Business Systems - \$9,653.60 purchase price or lease price of \$204.66 per month for 5 years.

19-M-220

Motion by Grimshaw, seconded by Jensen to approve acquisition lease of a copier for the County Clerk's Office from Galaxy Office Machines for the IMC 6000 and all budget amendments to the Equipment Technology Fund (244) through the use of fund balance for the same be authorized. (First payment to be scheduled to begin in January 2020). Motion Carried.

-911 Dispatch Authority Board Appointment - Board has two openings - A vacancy for fire representation and a vacancy for police representation. The Fire Chief's Association recommends Cory Skinner for the fire representative vacancy.

19-M-221

Motion by Vaughan, seconded by Jensen that Cory Skinner be appointed to the 911 Dispatch Authority Board for a 2-year term with an expiration date of December 31, 2021. Motion Carried.

-Board of Public Works (BPW) Appointment - Clerk Fetting informed the Board that the Clerk's Office reached out to Mr. DeSute, who applied for an opening on the Parks and Recreation Committee which he was not appointed to. Mr. DeSute was interested in serving on the BPW Board.

19-M-222

Motion by Vaughan, seconded by Jensen that Michael DeSute be appointed to the Board of Public Works for a 3-year term with an expiration date of December 31, 2022. Motion Carried.

-Economic Development Corporation (EDC) Board Appointment - Commissioner Bardwell stated the by-laws state the Director needs to be appointed to the EDC Board. Commissioner Grimshaw feels an employee of the EDC should not be part of the EDC Board. Commissioner Grimshaw would like to encourage the EDC Board to change the by-laws.

19-M-223

Motion by Vaughan, seconded by Jensen that Steve Erickson be appointed to the Economic Development Corporation (EDC) Board for a 6-year term with an expiration date of December 31, 2025. Roll Call Vote: Young - absent; Vaughan - yes; Jensen - yes; Grimshaw - no; Bardwell - yes. Motion Carried.

-Millage Renewal for Mosquito Abatement and Veterans' Affairs- Clerk Fetting informed the Board of deadline dates to place the wording for the millage renewal for Mosquito Abatement and Veterans' Affairs on a 2020 ballot. The August primary may be the better time to place matters on the ballot. Current millages expires at the end of 2019. First step is for the Board to discuss language for the renewal millages to be placed on a ballot for the 2020 election year.

-First Amendment to Medical Examiners Service Agreement - Clayette Zechmeister informed the Board this amendment is to remove the Secretary Support from the Medical Examiner's Office.

19-M-224

Motion by Grimshaw, seconded by Vaughan to approve the First Amendment to the Comprehensive Medical Examiner's Office Services between the County and the Michigan Institute of Forensic Science & Medicine PC (MIFS). Also, all appropriate signatures are authorized. Motion Carried.

-Village of Millington Public Hearing -

19-M-225

Motion by Grimshaw, seconded by Jensen to go into Public Meeting at 9:15 a.m. Roll Call Vote: Vaughan - yes; Jensen - yes; Grimshaw - yes; Young - absent; Bardwell - yes. Motion Carried.

9:15 a.m. Board recessed the regular meeting for the Public Meeting regarding annexation in Village of Millington.

19-M-226

Motion by Grimshaw, seconded by Jensen to come out of Public Meeting at 9:25 a.m. Roll Call Vote: Jensen - yes; Grimshaw - yes; Young - absent; Vaughan - yes; Bardwell - yes. Motion Carried.

9:25 a.m. Board reconvened the regular meeting from the Public Meeting.

19-M-227

Motion by Jensen, seconded by Vaughan to approve the annexation of Parcel Number 017-009-000-3300-00 from Millington Township to the Village of Millington per the October 14, 2019 resolution from the Village of Millington petitioning the County Board of Commissioners to grant the annexation (request

from the Amish Bishop and Minister). Roll Call Vote: Grimshaw- yes; Young - absent; Vaughan - yes; Jensen - yes; Bardwell - yes. Motion Carried.

-Human Development Commission (HDC) Update - Lori Offenbecher presented the annual update on the senior programs provided through Human Development Commissioner to area citizens. Brian Neuville informed the Board of a Weatherization Program offered through HDC. This program is free to qualifying residents. HDC also has a Lead Hazard Abatement program that helps qualifying residents clear their home of lead.

-Scrap Tire Grant Agreement for Recycling - Mike Miller informed the Board this is residential tires only, no implement or tractor tires.

19-M-228

Motion by Vaughan, seconded by Jensen to approve the grant agreement with Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Tuscola County Recycling for scrap tire cleanup in the amount of \$22,000.00. Also, all appropriate signatures are authorized. Motion Carried.

-Clean Sweep Grant for Recycling - Mike Miller informed the Board this is the yearly grant to dispose of pesticides and herbicides. Tuscola County is the fiduciary for this fund, which includes Huron, Lapeer and Sanilac Counties.

19-M-229

Motion by Jensen, seconded by Grimshaw to approve the Clean Sweep Program grant agreement with Michigan Department of Agriculture and Rural Development in the amount of \$25,000.00. Also, all appropriate signatures are authorized. Motion Carried.

-Sound Masking Machine for Purdy Building Board Room While in Closed Session - Clayette Zechmeister provided the Board with a handout of sound masking machines. These may or may not work. Mike Miller stated there are 2 of these machines at the Courthouse, 1 in the Indigent Defense Office and 1 in the lobby of the Magistrate's area and they don't work. He also informed the Board the Health Department has them in the ceiling of their building. Clayette Zechmeister to keep exploring options.

-MERS Service Credit Purchase for Sheriff Deputy - Clayette Zechmeister informed Board this is for a long-term employee at the Sheriff's Department who wants to purchase two months of service.

19-M-230

Motion by Jensen, seconded by Vaughan that the request from a Tuscola County Road Patrol Deputy be granted to purchase two months of service credit in the Municipal Employees Retirement System (MERS) with all costs (both employees and employer) for said service credit (\$866) to be paid by the employee as per Tuscola County adopted provisions with MERS. This service credit agreement is valid per MERS until January 1, 2020. Also, the Board Chair is authorized to sign all appropriate documents. Motion Carried.

-Clayette to speak with Sheriff Skrent in regards to preparing a resolution for this employee.

-Thumb Area Regional Community Corrections Advisory Board Service Agreement - This agreement is the same as last year.

19-M-231

Motion by Vaughan, seconded by Jensen that the Thumb Area Regional Community Corrections Advisory Board Service Agreement for Tuscola County Gatekeeper (125) in the amount of \$1,884.00 be approved and all appropriate signatures are authorized. Motion Carried.

Recessed at 10:10 a.m.

Reconvened at 10:20 a.m.

-2020 Budget Request for Equipment, Technology, and Capital Needs - Board reviewed budget requests and discussed at length. Controller's Office to check into leasing versus buying pool vehicles.

-Recycling Bids for Site Work at the New Recycling Location - Mike Miller shared bids for driveway and around the back of the New Recycling building. Jeff Brinkman Excavating - \$15,112.50 for crushed concrete and \$21,350.00 for limestone, LJ Construction - \$37,000.00 for crushed concrete and \$40,175.00 for limestone, and Falcon Construction - \$18,500.00 for crushed concrete and \$19,500.00 for limestone. Mike is not asking for any action at this time.

Old Business -

-Greens Governmental Consulting - Matter discussed. The Board needs to set a time to look at the RFP process. The Board feels steps need to be taken to secure website. Clayette Zechmeister to follow up.

19-M-232

Motion by Grimshaw, seconded by Jensen to terminate the contract with KC Communications. Motion Carried

-Update of Wind Tax Revenues in County Funds - Clayette Zechmeister to find out how much per turbine the County receives in revenue. She will also complete a graph chart showing revenue and expenses.

-Animal Control Ordinances - Commissioner Grimshaw attended the Vassar Township Meeting and brought them up to speed. Vassar Township stated no one at Animal Control is returning their phone calls. Animal Control is working on rewriting the ordinance. Matter discussed.

Correspondence/Resolutions -

-Letter was received from Marsha Perez requesting the use of the Courthouse lawn for the Caro Women's Interfaith Committee nativity scene from Saturday, November 30, 2019 thru Saturday January 4, 2020.

19-M-233

Motion by Grimshaw, seconded by Jensen to approve request from Marsha Perez and the Caro Women's Interfaith Committee to use the Courthouse lawn to display their nativity scene Saturday, November 30, 2019 through Saturday, January 4, 2020. Motion Carried.

COMMISSIONER LIAISON COMMITTEE REPORTS

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
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 - Received correspondence regarding South Central Code Enforcement. Copies of correspondence shared with other Board members. Board needs to take action to address problems. Clayette Zechmeister to look at RFP and add to the next agenda.

JENSEN

Board of Health - Meeting is scheduled for November 15, 2019.
Community Corrections Advisory Board - Sanilac County has joined the group
Dept. of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC) - Meeting was held
November 13, 2019.
MAC Judiciary Committee
MEMS All Hazard - Meeting was held November 13, 2019
Local Units of Government Activity Report

BARDWELL

Behavioral Health Systems Board - Meeting next week.
Caro DDA/TIFA - Cancelled.
Economic Development Corp/Brownfield Redevelopment - Meeting Wednesday,
November 20, 2019.
MAC 7th District
MAC Workers Comp Board - Meeting was held November 13, 2019.
TRIAD
Local Units of Government Activity Report

YOUNG - absent

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

Other Business as Necessary -

-Clayette Zechmeister attended the Sobriety Court graduation on November 8,
2019. She encourages the Board to attend the next graduation. This is a great
program and Sobriety Court staff is doing an amazing job.

Extended Public Comment -

-Nancy Laskowski shared that Caro Area Airport has a no glare policy. Juniata
Township is writing an anti-glare policy and they don't want to conflict with the

Airport Zoning Board ordinance. They are looking for guidance and interpretation of the Airport Zoning Board's ordinance.

-Norm Davis spoke about researching noise levels of turbine and the setback distance for turbines from the residences. He stated he has helped write township ordinances for wind turbines.

-Wayne Koper spoke regarding Tuscola County facing infrastructure issues. The projection is not positive over the next 6 years.

-Mary Brissette spoke regarding PFAS being disposed of into the waste water.

-Ken Hecht spoke regarding the health, safety and welfare of pilots at the Tuscola County Airport.

-Eileen Doering stated she is impressed with the attention the Board has given to the wind turbines.

-Lisa Geiger thanked the Board for their service and she will respect the decision of Judge Gierhart.

Meeting adjourned at 1:10 p.m.

Caryl Langmaid
Tuscola County
Chief Deputy Clerk

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
Public Hearing - Village of Millington Annexation
November 14, 2019 Minutes
H. H. Purdy Building

Commissioner Bardwell called the public hearing for the Village of Millington Annexation held at the H.H. Purdy Building in the City of Caro, Tuscola County, Michigan, on the 14th day of November 2019, to order at 9:15 o'clock a.m. local time.

Commissioners Present: District 2 - Thomas Bardwell, District 3 - Kim Vaughan,
District 4 - Mark Jensen, District 5 – Daniel Grimshaw

Commissioner Absent: District 1 - Thomas Young

Also Present: Chief Deputy Clerk Caryl Langmaid, Clayette Zechmeister, Eean Lee, Deb Babich, Register John Bishop, Mike Miller, Nancy Laskowski, Eileen Doering, Barb Ruckle, Nathan Miller, Brian Neuville, Lori Offenbecher, Ken Hecht, Roy Kauer, Wayne Koper, Mary Brissette, Bill Campbell

Requesting annexation to Village of Millington for the purpose of connecting to water and sewer. This is a tax free property. Approximately 4 acres has been deeded to the Millington Amish Church.

Public Comment - Nathan Miller stated the Millington Amish Church is also proceeding with acquiring 2 additional adjacent parcels that are currently in Millington Township for easement purposes. This will allow members of the Millington Amish Church to enter the parking lot from a side street instead of M-15.

Public Hearing closed at 9:25 a.m.

Caryl Langmaid
Tuscola County
Chief Deputy Clerk

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

Meeting called to order at 1:11 p.m.

Commissioners Present: Bardwell, Vaughan, Jensen, Grimshaw

Commissioners Absent: Young

Also Present: Chief Deputy Clerk Caryl Langmaid, Clayette Zechmeister

-Claims and Per Diems were reviewed and discussed.

Check 172751 to Huron County for legal fees, Department 211, legal counsel was withheld until the next meeting.

Remaining Claims and Per Diems approved.

Public Comment - None

Meeting adjourned at 1:25 p.m.

Caryl Langmaid
Tuscola County
Chief Deputy Clerk



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Fwd: Request

2 messages

Jodi Fetting <jfetting@tuscolacounty.org>
To: Clayette <zclay@tuscolacounty.org>

Sat, Nov 23, 2019 at 9:11 AM

Can this please be added to the board agenda?

----- Forwarded message -----
From: 'Jill Fessler' via clerk-n-dep <clerk-n-dep@tuscolacounty.org>
Date: Sat, Nov 23, 2019 at 9:07 AM
Subject: Request
To: <clerk@tuscolacounty.org>

Hello,

My name is Jill Fessler and I am a volunteer for Relay For Life of Tuscola County. Since it rained at our Relay back in September, we weren't able to display our Luminary bags. Our request is if we would be able to display our luminary bags along the sidewalks of the Court House lawn during the Gingerbread Village festival on Friday, December 6th from 6pm - 8pm. They would be lit with glow sticks.

My phone # is [REDACTED] if you have any questions.

Thank you,

Jill Fessler

--



Clayette Zechmeister <zclay@tuscolacounty.org>
To: Jodi Fetting <jfetting@tuscolacounty.org>

Sat, Nov 23, 2019 at 9:20 AM

Yes, will do.
[Quoted text hidden]

--

Clayette A. Zechmeister

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

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

and Contractor. The Contractor shall supply the Subcontractor with a copy of said agreement.

CIII. Agreement Signatures:

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

<p>SUBCONTRACTOR:</p> <p>Address: 125 Lincoln St. City, State, and ZIP: Caro MI 48723 Phone: (989)672-3700 Fax: (989)672) 4011</p>	<p>CONTRACTOR:</p> <p>Address: 255 Clay St. City, State, and ZIP: Lapeer MI 48446 Phone: (810)667-0366 Fax: (810) 667-0369</p>
<p>Authorized Official Signature:</p>	<p>Authorized Official Signature:</p>
<p>Name: Mr. Thomas Bardwell Date:</p>	<p>Name: Mr. John Biscoe Date:</p>
<p>Project Official Signature:</p>	<p>Project Director Signature: </p>
<p>Name: Mr. Mike Hoagland Date:</p>	<p>Name: D/Lt. Doug Rogers Date: 11/14/19</p>
<p>Financial Official Signature:</p>	
<p>Name: Ms. Clayette Zechmeister Date:</p>	

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

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

**Subcontract Agreement
between**

CONTRACTOR: County of Lapeer

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

and

SUBCONTRACTOR: County of Tuscola

Federal I.D. Number: 38-6004893

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

Michigan State Police (MSP) Contract Number: 202070898

MSP Project Number: JAG-70898-T.N.U. -2020

Catalog of Federal Domestic Assistance (CFDA) Number: 16.738

CFDA Title: Byrne JAG

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

Federal Grant Award Number: 2018-MU-BX-0886

Federal Program Title: Byrne JAG State FY 2020

I. Period of Agreement:

This Agreement shall commence on October 1, 2019 and terminate on September 30, 2020. This Agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the Michigan State Police (MSP). All projects must be initiated within 30 days of the start date of this Agreement.

II. Agreement Amount and Budget:

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

	GRANT FUNDS	MATCHING FUNDS	TOTAL
Salary and Wages & Fringe Benefits	\$ <u>11,000.00</u>	\$	\$ <u>11,000.00</u>
Travel Expenses	\$	\$	\$
Supplies and Expenses	\$ <u>2,950.00</u>	\$	\$ <u>2,950.00</u>
Equipment Expenses	\$	\$	\$
Other Expenses	\$ <u>21,800.00</u>	\$	\$ <u>21800</u>
TOTAL AGREEMENT AMOUNT	\$	\$	\$ <u>35,750.00</u>

III. **Project Budget Detail:**

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

Detailed budget item descriptions:

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

One part-time TNU secretary, no benefits = \$11,000.00 100% dedicated to supporting grant activities.

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

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

Eight (8) locking filing cabinets for files and evidence storage
Evidence Processing Desk
Evidence Temporary Locker with locks
= \$2,950.00

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

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

Vehicles (3), cell phones/office phones = \$21,800.00

IV. **Statement of Work:**

The Subcontractor agrees to undertake, perform, and complete the services described in this section. Any changes to the Statement of Work, by either the Contractor or Subcontractor, must be in writing and signed

by both parties. The Subcontractor may not assign the performance under this Agreement to any other entity or person who is not an employee of the Subcontractor, except with prior written approval of the Contractor. All provisions and requirements of this Agreement shall apply to any agreements the Subcontractor may enter into in furtherance of its obligations under the Agreement and shall be responsible for the performance of any contracted work. ontrac

Detailed description of services/deliverables:

- V. The Thumb Narcotics Unit (TNU) is a multi-jurisdictional task force comprised of investigators from the Michigan State Police, Lapeer County Sheriff's Department and U.S. Border Patrol. The overall goal of the Thumb Narcotics Unit is to reduce death and injury related to illegal narcotics use as well as preserve and improve the quality of life in the thumb area by targeting mid to upper level traffickers involved in heroin, prescription opiates, cocaine and methamphetamine.
- VI. To target traffickers and bring criminal charges when applicable , this project conducts undercover surveillance operations, develops informants, gathers intelligence, and pursues asset seizures and forfeitures.
- VII. What this project will do and how it will be accomplished:
- VIII. TNU will continue to adapt to concentrating on identifying, targeting and dismantling drug trafficking organizations dealing heroin and other opiates. If the continuation of this project is approved, TNU will continue to work with our partners in law enforcement.
- IX. TNU will also seek to identify new partners to improve efforts to target , identify, and successfully prosecute drug and non-drug criminal offenders whose actions negatively affect the quality of life in communities served by TNU.
- X. TNU will continue to work closely with all federal, state and local agencies to aggressively identify and investigate all criminal activity. TNU will continue to build on already strong relationships with all of our partners to ensure safety, cooperation and minimize duplication of efforts through communication.
- XI. Participating prosecutors have committed to collaborative involvement with TNU and have consistently demonstrated their commitment by aggressively prosecuting cases brought by the Thumb Narcotics Unit detectives . Priorities include any cases brought involving overdose death and or injury. As an officer-safety measure as well as in the best interest of intelligence sharing, TNU is committed to utilizing the Michigan HIDTA De-confliction Center and conducts de-confliction and case-matching on all investigative cases. TNU has continued success, working in collaboration with probation and parole agents on compliance checks and visits resulting in narcotics violations. Through interviews, intelligence is gathered and acted upon to further investigations targeting heroin as well as opiate intervention.
- XII. TNU will continue to rely on the use of undercover officers to further investigations on illicit narcotics trafficking and associated crimes. By addressing these issues that have an adverse impact on the quality of life in the communities we serve, we reduce deaths, serious injury, and economic costs in our area of responsibility.
- XIII. TNU will rely on established partnerships and cooperation from local law enforcement, other state and local agencies as well as federal partners to provide information on narcotics trafficking so as to identify individuals willing to cooperate by providing information on the criminal element. TNU will also utilize information gained by prosecutors, court staff, the general public both on tip lines, and social media.
- XIV. TNU will make use of available local media outlets to highlight this unit and its capabilities. It is crucial to continue to cultivate partnerships with members of the communities we serve.
- XV. TNU will continue to utilize MAPS and NPLEX information as well as available narcotics analysts assigned to the MIOC to provide intelligence targeting heroin and prescription opiate dealers.
- XVI. TNU will utilize uniformed officers from all departments that have previously been assigned to TNU or other investigative assignments to provide follow up on tips when needed for more information to develop cases. This will save currently assigned detectives time and provide for more direct action to further cases as well as sort out information that is erroneous or not able to be acted on.

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

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

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

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

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

XXII. TNU maintained a clearance rate of 67% on all cases investigated in 2018.

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

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

XXV. Commitments, Roles and Responsibilities:

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

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

XXVIII. TNU will continue to partner with the Drug Enforcement Administration to prosecute cases federally when applicable.

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

XXX. Management Flow Chart:

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

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

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

XXXIV. Administrative Assistant; Administrative support, assist unit commander.

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

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

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

XXXVIII. During the 2020, grant year, this command board will again meet on a quarterly basis to address and discuss the day to day operations and funding issues that face TNU. This command board will meet annually with a general advisory board also established in 2002, through the inter- local agreement. This general advisory board does not share in the active voting on policies and issues that face the command board; however, this annual meeting allows all representatives, both law-enforcement and civilian, a voice in the operation of TNU

XXXIX. Cost benefit of this project:

XL. Byrne funding allows for a cooperative approach to narcotics investigations in a four (4) County area. The amount awarded last year was \$60,195.00. TNU seized illegal narcotics and proceeds totaling a value of approximately: \$426,000.00. By value of street drugs seized alone and not taking into account the value of potential lives saved, the calculated return on investment for the \$60,195.00 grant award is 607%.

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

XLII. Project Timeline:

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

Detailed timeline:

XLIII. *First Quarter: Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following: 10 Narcotic arrests in Lapeer and Tuscola Counties by 12/31/2019. 4 Education Programs/Meetings. Expending 25% of remaining award detailed as follows: Contractual expenses/Admin Assistant \$2,750.00 Expend 100% Supplies and Materials funding for property upgrades \$2,950.00. Other/Cell phones \$950.00 /Detective Training \$250.00 /UC Vehicles \$3,750.00 /Office chairs \$2,000.00

XLIV. *Second Quarter: Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following: 20 Narcotic arrests in Lapeer and Tuscola Counties by 3/31/2020. 8 Education Programs/Meetings. Expending 50% of Award by 03/31/2020, detailed as follows: Contractual expenses/Admin Assistant \$5,500.00. Other/Cell phones \$1,900.00 /Detective Training \$500.00 /UC Vehicles \$7,500.00

XLV. *Third Quarter: Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following: 30 Narcotic arrests in Lapeer and Tuscola Counties by 6/30/2020. 12 Education Programs/Meetings. Expend 75% of remaining award by 06/30/2020, detailed as follows: Contractual expenses/Admin Assistant \$8,250.00. Other/Cell phones \$2,850.00 /Detective Training \$750.00 /UC Vehicles \$11,250.00

expenses/Admin Assistant \$5,500.00. Other/Cell phones \$1,900.00 /Detective Training \$500.00 /UC Vehicles \$7,500.00

L. *Third Quarter: Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following: 30 Narcotic arrests in Lapeer and Tuscola Counties by 6/30/2020. 12 Education Programs/Meetings. Expend 75% of remaining award by 06/30/2020, detailed as follows: Contractual expenses/Admin Assistant \$8,250.00. Other/Cell phones \$2,850.00 /Detective Training \$750.00 /UC Vehicles \$11,250.00

LI.

*Fourth Quarter: Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following: 40 Narcotic arrests in Lapeer and Tuscola Counties by 9/30/2020. 16 Education Programs/Meetings 100% of Award by 09/30/2020, detailed as follows: Contractual expenses/Admin Assistant \$11,000.00. Other/Cell phones \$3,800.00/Detective Training \$1,000.00

LII. Publication Rights:

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

"This project was supported by Federal Grant Award Number 2018-MU-BX-0886, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."

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

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

LIII. Performance Measurement Data and Reporting:

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

Detailed performance measurement data requirements description (if applicable):

LIV. A. The Contractor shall submit the following reports on the following dates:

LV. Performance Management Tool (PMT) reporting will take place no later than 20 days after the end of each quarter through the federal PMT system located at: <http://www.bjaperformancetools.org>

LVI. Additional quarterly progress reports are also required by all Byrne JAG grantees. In addition to the PMT report, grantees must complete the individualized quarterly progress report supplied by the MSP Byrne JAG Section. These reports are available on www.michigan.gov/cjgrants. This report is also due by the 20th of the month following each quarter and must be attached to MAGIC+.

LVII. Quarterly due dates are outlined below:

LVIII. 1st Quarter: October 1, 2019 through December 31, 2019 Due Date: January 20, 2020

LIX. 2nd Quarter: January 1, 2020 through March 31, 2020 Due Date: April 20, 2020

LX. 3rd Quarter: April 1, 2020 through June 30, 2020 Due Date: July 20, 2020

LXI. 4th Quarter: July 1, 2020 through September 30, 2020 Due Date: October 20, 2020

LXII. Personnel Time Certifications for grantees paying for personnel with grant funds are due 20 days following every six months.

LXIII. Personnel Time Certifications are due:

LXIV. 1st six months due on July 20, 2020

LXV. 2nd six months due on October 20, 2020

LXVI. Financial Status Reports (FSR) must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. Requests for reimbursement must be submitted for the month in which payment by your agency was made. Dates are outlined below:

LXVII. 10/01/19 - 10/31/19 Due 11/30/19

LXVIII. 11/01/19 - 11/30/19 Due 12/30/19

LXIX. 12/01/19 - 12/31/19 Due 01/30/20

LXX. 01/01/20 - 01/31/20 Due 02/28/20

LXXI. 02/01/20 - 02/28/20 Due 03/30/20

LXXII. 03/01/20 - 03/31/20 Due 04/30/20

LXXIII. 04/01/20 - 04/30/20 Due 05/30/20

LXXIV. 05/01/20 - 05/31/20 Due 06/30/20

LXXV. 06/01/20 - 06/30/20 Due 07/30/20

LXXVI. 07/01/20 - 07/31/20 Due 08/30/20

LXXVII. 08/01/20 - 08/31/20 Due 09/30/20

LXXVIII. 09/01/20 - 09/30/20 Due 10/30/20

LXXIX. An Obligation Report is due no later than August 31. If a Final FSR has been submitted prior to this date, an Obligation Report is not required. The Obligation Report should only include expenditures your agency has obligated for the month of September.

LXXX. Expenses on this report must be obligated in September, but may be paid in September or October. The Final FSR will include expenses your agency has actually paid and does not need to equal your obligation report amount, but may not be over.

LXXXI. B. Any such other information as specified in the Statement of Work, Attachment 2, shall be developed and submitted by the Contractor as required by the Contract Manager.

LXXXII. C. The Contract Manager shall evaluate the reports submitted as described in Attachment 4,

LXXXIII. Items A and B for their completeness and adequacy.

LXXXIV. D. The Contractor shall permit the Department or its designee to visit and to make an evaluation of the project as determined by Contract Manager.

LXXXV. Payment Processing:

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

LXXXVI. Program Income:

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

LXXXVII. Unobligated Funds:

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

LXXXVIII. Equipment Purchases and Title:

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

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

LXXXIX. Employee Time Certifications:

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

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

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

XC. Record Maintenance/Retention:

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

XCI. Authorized Access:

The Subcontractor must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the Contractor, MSP, Program Evaluators (contracted by the MSP), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized

representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

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

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

XCII. Subcontractor/Vendor Monitoring:

The Subcontractor must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 et seq. requirements and must forward all single audits covering grant funds administered through this Agreement to the Contractor. The Contractor is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings, and ensuring that corrective actions are implemented in accordance of OMB Circular A-133.

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

XCIII. Notification of Criminal or Administrative Investigations/Charges:

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

XCIV. Agreement Suspension/Termination:

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

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

XCV. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Subcontractor shall provide the Contractor with all financial, performance, and other reports required as a condition of this Agreement. The Contractor will make payments to the Subcontractor for allowable reimbursable costs not

covered by previous payments or other state or federal programs. The Subcontractor shall immediately refund to the Contractor any funds not authorized for use and any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.

XCVI. Severability:

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

XCVII. Liability:

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

XCVIII. Certifications and Assurances:

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

A. Certifications:

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

B. Lobbying:

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

federal grant or cooperative agreement, the contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,

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

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

1. The Subcontractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

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

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 *et seq.*, and implemented at 28 C.F.R. Part 83. The Subcontractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subcontractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
- d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under this Agreement, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the general accounting office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*

5. It will comply with Executive Order 13279, Executive Order 13559, and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support 12-step programs, which are considered to be religious in nature. The 12-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in 12-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that 12-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in 12-step programs and cannot penalize a participant who chooses not to participate in a 12-step program. It must ensure that employees fully funded by DOJ are not involved with 12-step programs whereby they are instructing or indoctrinating clients on the 12 steps. Employees of the Subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on 12-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to 12-step programming.
6. It will provide meaningful access to grant-funded programs and activities to Limited English proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 41455-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d; the Victims of Crime Act of 1984, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b); Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. §794; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990, 2 U.S.C. §12132; the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. §12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*
 - a. **Notification:**

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

disability against the Subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the MSP.

b. **Training:**

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

c. **Monitoring:**

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

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

G. **Non-Supplanting:**

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

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts. It must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.

3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. It must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the layoff is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the layoff. [Please note that as long as your agency can document the date that the layoff(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the layoff without formally completing the administrative steps associated with a layoff for each individual personnel.]
4. Documentation that may be used to prove that scheduled layoffs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to): council or departmental meeting minutes, memoranda, notices, or orders discussing the layoffs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or, budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

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

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

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

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

XCIX. Unallowable Costs:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.

- Indirect costs, rates, or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project for which you are applying.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fund raising and any salaries or expenses associated with it.
- Legal fees.
- All travel, including first-class or out-of-state travel, unless prior approval by the MSP is received.
- Promotional items, unless prior approval by the MSP is received.
- One-time events, prizes, and entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the MSP is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training/conferences, unless prior approval by the MSP is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the MSP is received.
- Compensation to federal employees.
- Military type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- K9 dogs and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints, including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.
 - Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the MSP and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

C. Conditions on Expenses:

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

CI. Conflict of Interest:

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

CII. Compliance with Applicable Laws and Agreements:

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

Tuscola County Medical Care Community

Your Care Partner in Skilled Nursing and Rehabilitation Therapy

1285 CLEAVER ROAD ♦ CARO, MICHIGAN 48723
PHONE (989) 673-4117 ♦ FAX (989) 673-6665

4

Executive Management

Brenda Kretzschmer, RN, NHA – Chief Executive Officer
Maggie Root, CHC – Chief Financial Officer
Rachel Curtis, RN – Chief Nursing Officer
Arshad Aqil, M.D. – Certified Medical Director



Tuscola County Department of Health & Human Services
and Tuscola County Medical Care Facility
Board of Directors
Douglas Hall - Chairman
Sue Morris – Vice-Chair
Michael Bearden – Member

November 22, 2019

Mrs. Clayette Zechmeister, Controller
Tuscola County Board of Commissioners
125 W. Lincoln Street
Caro, MI 48723

RE: Funds Transfer Request for various Capital Projects

Dear Mrs. Zechmeister:

This letter is to request a Transfer of Funds from **Millage Fund 298-000-001-000 to General Fund Account 291-000-001-000** for recent capital expenses accumulated by Community:

1. Materials Dwnpynt – GG Flooring & 6 Shower Upgrades Standard Tile	\$19,200.00 October 2019
2. Rooftop Unit Replacement – Business Annex MJ Mechanical	\$13,500.00 November 2019
3. Remove/Replace Stairwell Card Readers—Dwnpayment SecurAlarm	\$5,378.40 November 2019
4. Remove/Replace Stairwell Card Readers-Bal Due SecurAlarm	\$13,296.60 November 2019
5. Final Payment Flooring Replacement – GG Unit Standard Tile	\$25,048.74 November 2019
6. Sidewalk Repair / Replace @ Alderman / Pavilion Serenus Johnson	\$8,625.00 November 2019

The total amount of this request is \$85,048.74. Thank you for your assistance.

Sincerely,

Brenda Kretzschmer CEO

Brenda L. Kretzschmer, RN, NHA, CEO

Cc: Pat Donovan, Tuscola County Treasurer

MJ Mechanical
 11787 Prior Rd.
 St. Charles, MI 48655
 Saginaw

Voice: 989-865-9633
 Fax: 989-865-9632



INVOICE

Invoice Number: 5080
 Invoice Date: Oct 30, 2019
 Page: 1
 Duplicate

Bill To:
 Tuscola Co. Medical Facility
 1285 Cleaver Rd.
 Caro, MI 48723

Ship to:
 Tuscola Co. Medical Facility
 1285 Cleaver Rd.
 Caro, MI 48723

Customer ID: _____ Vendor Code: **102198**

J Mechanical Services Inc

Invoice Number	Description	Date	Amount	Discount	Withheld	Net Amount
6	5036 - Fan Motor	10/15/2019	1,060.00	0.00	0.00	1,060.00
57-54100	Equipment Repairs & Parts - Plant Ops		1,060.00			
6	- Fan Motor REVERSED	10/15/2019	-1,060.00	0.00	0.00	-1,060.00
57-54100	Equipment Repairs & Parts - Plant Ops		-1,060.00			
6	5036 - York Fan Motors	11/20/2019	1,160.00	0.00	0.00	1,160.00
57-54100	Equipment Repairs & Parts - Plant Ops		1,160.00			
10	5080 - Rooftop Unit Business Annex	11/18/2019	13,500.00	0.00	0.00	13,500.00
57-70501	Capital Outlay - Building, BC, BSE		13,500.00			
Totals:			14,660.00	0.00	0.00	14,660.00

Check Date: 11/22/2019 Check #: 0000061319

Subtotal		13,500.00
Sales Tax		
Total Invoice Amount		13,500.00
Payment/Credit Applied		
TOTAL		13,500.00

Check/Credit Memo No:

11/22/19
 57-70501
POSTED
 11-18-19

MJ Mechanical

11787 Prior Rd.
St. Charles, MI 48655
Saginaw

Voice: 989-865-9633
Fax: 989-865-9632



INVOICE

Invoice Number: 5080
Invoice Date: Oct 30, 2019
Page: 1
Duplicate

Bill To:
Tuscola Co. Medical Facility
1285 Cleaver Rd.
Caro, Mi 48723

Ship to:
Tuscola Co. Medical Facility
1285 Cleaver Rd.
Caro, MI 48723

Customer ID	Customer PO	Payment Terms	
00211		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		11/29/19

Quantity	Item	Description	Unit Price	Amount
		Trane Rooftop installation at Annex Building		13,500.00
Subtotal				13,500.00
Sales Tax				
Total Invoice Amount				13,500.00
Payment/Credit Applied				
TOTAL				13,500.00

Check/Credit Memo No:

11/22/19
57-70501
POSTED
11-18-19

RECEIVED NOV 01 2019

SecurAlarm

Commercial Security Experts

921 47th Street
Grand Rapids, MI 49509
(616) 773-6300
www.securealarm.com

INVOICE

Customer	Tuscola County Medical Care Facility
Customer Number	1421
Invoice Number	150812
Invoice Date	08/20/2019
PO Number	0
PAYMENTS APPLIED THRU	8/29/2019
Job / Service Ticket #	15519-1

CURRENT CHARGES

Description	Rate	Amount
Tuscola County Medical Care Facility, 1285 Cleaver Road, Caro, MI		
0.40 Stairwell Card Reader Door Additions	13,446.00	5,378.40
Sales Tax		0.00
Payments/Credits Applied		0.00
Invoice Balance Due:		\$5,378.40

IMPORTANT MESSAGES

All applicable Michigan Sales and Use Taxes are included and paid by SecurAlarm on the material billed on this invoice. Need Service, contact us at service.request@securealarm.com

Callation Invoice #1

RECEIVED SEP 03 2019

57-53860
POSTED
09/25/19
[Signature]

11975
1
001
150812

To pay by phone with your credit card or bank account, free of charge, please complete the back of form.

Page 1 5

Please detach and return this portion with your payment to ensure proper credit.

SecurAlarm

Commercial Security Experts

SecurAlarm Systems, Inc.
921 47th Street
Grand Rapids, MI 49509
www.securealarm.com

Temp Return Service Requested

Please check if your billing address has changed, provide updates on the reverse side.

*****MIXED AADC 440 8525 1 MB 0.428
000470
TUSCOLA COUNTY MEDICAL CARE FACILITY
1285 CLEAVER RD
CARO MI 48723-9377

REMITTANCE INFORMATION

Customer Number	1421
Invoice Number	150812
Invoice Date	08/20/2019
Invoice Amount	\$5,378.40
Payment Terms:	Net 30
TOTAL DUE	\$5,378.40

Amount Enclosed: \$ _____

COPY

REMIT TO:

SECURALARM SYSTEMS, INC.
921 47TH ST SW STE 2
GRAND RAPIDS MI 49509-5156



SecurAlarm

Commercial Security Experts

INVOICE

Customer Tuscola County Medical Care Facility
 Customer Number 1421
 Invoice Number 152902
 Invoice Date 10/23/2019
 PO Number 0
 PAYMENTS APPLIED THRU 10/24/2019
 Job / Service Ticket # 15519-1

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>Tuscola County Medical Care Facility - 1285 Cleaver Road, Caro, MI</i>			
0.60	Stairwell Card Reader Door Additions Job - 15519-1	\$13,446.00	\$8,067.60
-1.00	Stairwell Card Reader Neg CO Job - 15519-1	\$13,446.00	(\$13,446.00)
1.00	Fire Inspector Required Additions Job - 15519-1	\$14,352.00	\$14,352.00
1.00	Additional Card Reader Door Changes Job - 15519-1	\$4,323.00	\$4,323.00
Subtotal:			\$13,296.60

SecurAlarm Systems Inc.		Client Acct #	1421	Vendor Code	102872	
Invoice Number	Description	Date	Amount	Discount	Withheld	Net Amount
52189	152189 - Alarm Code Change	10/04/2019	45.00	0.00	0.00	45.00
0-57-56150	Contracted Svcs. Plant Ops		45.00			
52902	152902 - Remove/Replace Stairwell card readers	11/12/2019	13,296.60	0.00	0.00	13,296.60
0-57-53860	Building Repairs - Plant Ops		13,296.60			
52902	- Remove/Replace Stairwell card readers REVERSED	11/12/2019	-13,296.60	0.00	0.00	-13,296.60
0-57-53860	Building Repairs - Plant Ops		-13,296.60			
52902	152902 - Remove/Replace Stairwell Card Readers	11/12/2019	13,296.60	0.00	0.00	13,296.60
0-57-70501	Capital Outlay - Building, BC, BSE		13,296.60			
Totals:			13,341.60	0.00	0.00	13,341.60

Check Date: 11/22/2019 Check #: 0000061342

Invoice Balance Due \$13,296.60

TOTAL DUE \$13,296.60

Amount enclosed: _____

Tuscola County Medical Care Facility
 1285 Cleaver Road
 Caro, MI 48723

REMIT TO:
 SecurAlarm Systems, Inc.
 921 47th Street
 Grand Rapids, MI 49509

57-53860
POSTED
 11/21/19

SecurAlarm

Commercial Security Experts

INVOICE

Customer Tuscola County Medical Care Facility
Customer Number 1421
Invoice Number 152902
Invoice Date 10/23/2019
PO Number 0
PAYMENTS APPLIED THRU 10/24/2019
Job / Service Ticket # 15519-1

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>Tuscola County Medical Care Facility - 1285 Cleaver Road, Caro, MI</i>			
0.60	Stairwell Card Reader Door Additions Job - 15519-1	\$13,446.00	\$8,067.60
-1.00	Stairwell Card Reader Neg CO Job - 15519-1	\$13,446.00	(\$13,446.00)
1.00	Fire Inspector Required Additions Job - 15519-1	\$14,352.00	\$14,352.00
1.00	Additional Card Reader Door Changes Job - 15519-1	\$4,323.00	\$4,323.00
	Subtotal:		\$13,296.60
	Tax		\$0.00
	Payments/Credits Applied		\$0.00
	Invoice Bal:		\$13,296.60

IMPORTANT MESSAGES

Installation Invoice #2

All applicable Michigan Sales and Use Taxes are included and paid by SecurAlarm on the material billed on this invoice

RECEIVED OCT 25 2019

Please detach and return this portion with your payment to ensure proper credit.

SecurAlarm

Commercial Security Experts

REMITTANCE INFORMATION

Customer Number 1421
Invoice Number 152902
Invoice Date 10/23/2019
Due Date 11/22/2019
Invoice Balance Due \$13,296.60

TOTAL DUE \$13,296.60
Amount enclosed: _____

Tuscola County Medical Care Facility
1285 Cleaver Road
Caro, MI 48723

REMIT TO:

SecurAlarm Systems, Inc.
921 47th Street
Grand Rapids, MI 49509

57-53860
POSTED
11/21/19

FINANCIAL SUMMARY

Tuscola County Medical Care Facility - Fire Inspector Required Additions

Houses - Fire Inspector Required Additions - Remove Maglock **\$4,421**

QTY	Description
6	1 Chime Tone
2	Setup text notification on F/O
6	Program output for sounder
6	Remove maglock at door and disconnect at headend

TCMF - Fire Inspector Required Additions - Remove Maglock **\$9,931**

QTY	Description
1	Lenel LNL-1320 dual-reader subcontroller
7	1 Chime Tone
1	Setup text notification on F/O
7	Program output for sounder
7	Remove maglock at door and disconnect at headend

Financial Summary

Total System Investment:	\$14,352
Deposit Due in Advance:	\$5,741
Balance Due Upon Completion:	\$8,611

This proposal includes sales/use tax, if applicable.

CHANGE ORDER

Additional Card Reader Door Changes

Existing Card Reader Door Changes **\$4,323**

QTY	Description
2	Door Alarm
2	Program text notification on FO
2	Program outputs for sounder
2	Remove door hardware

Financial Summary

Total System Investment: \$4,323

This proposal includes sales/use tax, if applicable.

This Change Order is hereby considered part of the above referenced project and is subject to all terms and conditions as incorporated therein. SecurAlarm Systems, Inc. specifically objects to the inclusions of any different or additional Terms and Conditions by Client or other contractor in acknowledging and accepting this order.

Offered by: SecurAlarm Systems Inc.

Accepted by: Tuscola County Medical Care Facility

Name

Brenda Kretzschmer

Name

Title

CEO

Title

Signature

Brenda Kretzschmer

Signature

Date Signed

Sept. 10, 2019

Date Signed

SERENUS JOHNSON CONSTRUCTION
5178 KASEMEYER ROAD
P.O. BOX 800
BAY CITY, MI 48707-0800

Invoice ID: 17608
Invoice Date: 10-31-2019
Draw ID: 1
Customer ID: TUSCOLACOU
Job Number: 19-372

To:
Tuscola County Medical Faci
Attn: Brenda Kretzschmer
1285 Cleaver Road
Caro, MI 48723-9241

Job Location:
TCMCF-Sidewalk Repl

DATE DUE: 11-30-2019

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Remove and replace sidewalks at south elevation of main building.	8,625.00

57-70502
POSTED
11/12/19 

RECEIVED NOV 12 2019

Amount Billed \$8,625.00

Amount Due \$8,625.00

5

Voucher # Road 2019-1

Date: November 18, 2019

\$1,293,743.23

TO: COUNTY CLERK, TUSCOLA COUNTY, STATE OF MICHIGAN

Please draw a warrant on the Treasurer of Tuscola County, Michigan payable to TUSCOLA COUNTY ROAD COMMISSION for the above amount, for payment of bills as listed hereon.

Exp. Vou. No.	Payable To	Amount
	Primary Road Millage	
	PR-445	\$167,188.96
	PR-506	\$2,107.59
	PR-524	\$622,644.63
	PR-529	\$30,448.76
	PR-564	\$471,353.29

The above accounts have been carefully checked and audited and you are hereby directed to draw your warrant upon the County Treasurer for the above amount, payable from the County Road fund.

ROAD COMMISSIONERS

It is hereby certified that the above accounts are true and correct, and that no part of same has been paid.


CLERK

Fahrner Asphalt Sealers, LLC

2800 Mecca Drive

Plover, WI 54467

715-341-2868

Regular Invoice

BILL TO: 170578

Invoice 8300002876

TUSCOLA COUNTY ROAD COMMISSION

1733 S. MERTZ RD

Project # 400-1940-508

CARO, MI 48723

8/31/2018

Description	U/M	Quantity	Unit Price	Ext. Price
Hurds Corner				
Chip Seal	SY	77,432.000	1.795	\$138,990.44
Fog Seal	SY	77,432.000	0.360	\$27,875.52
TPMS	EA	323.000	1.000	\$323.00
				<u>459-445 = 167,188.96 *</u>
Dutcher				
Double Chip Seal	SY	36,234.000	3.560	\$128,993.04
Fog Seal	SY	36,234.000	0.360	\$13,044.24
TPMS	EA	150.000	1.000	\$150.00
				<u>48902-10539 = 47,395.76</u> <u>48902-10540 = 47,395.76</u> <u>48902-10541 = 47,395.76</u> <u>142,187.28</u>
Cat Lake				
Scrub Seal	SY	13,185.000	2.160	\$28,479.60
Fog Seal	SY	13,185.000	0.360	\$4,746.60
TPMS	EA	0.000	1.000	\$0.00
				<u>48905-10463 = 33,226.20</u>
Quanicasee				
Scrub Seal	SY	11,333.000	2.160	\$24,479.28
Fog Seal	SY	11,333.000	0.360	\$4,079.88
TPMS	EA	0.000	1.000	\$0.00
				<u>48906-10470 = 28,559.16</u>
Bradford				
Scrub Seal	SY	23,509.000	2.160	\$50,779.44
Fog Seal	SY	23,509.000	0.360	\$8,463.24
TPMS	EA	0.000	1.000	\$0.00
				<u>48906-10468 = 29,621.34</u> <u>48906-10469 = 29,621.34</u> <u>59,242.68</u>
Elmwood				
Double Chip Seal	SY	12,574.000	3.560	\$44,763.44
Fog Seal	SY	12,574.000	0.360	\$4,526.64
TPMS	EA	0.000	1.000	\$0.00
				<u>48923-10507 = 49,290.08</u>
Akron				
Bar Seal	SY	7,598.000	1.970	\$14,968.06
Fog Seal	SY	7,598.000	0.360	\$2,735.28
TPMS	EA	0.000	1.000	\$0.00
				<u>467-104 = 17,703.34</u>
Colling				
Chip Seal	SY	978.000	1.795	\$1,755.51
Fog Seal	SY	978.000	0.360	\$352.08
TPMS	EA	0.000	1.000	\$0.00
				<u>459-506 = 2,107.59 *</u>
White Creek				
Double Chip Seal	SY	12,220.000	3.560	\$43,503.20
Fog Seal	SY	12,220.000	0.360	\$4,399.20
TPMS	EA	41.000	1.000	\$41.00
				<u>48916-10527 = 47,943.40</u>

Outcher				
Scrub Seal	SY	12,063.000	2.160	\$26,056.08
Fog Seal	SY	12,063.000	0.360	\$4,342.68
TPMS	EA	50.000	1.000	\$50.00
			459.529 = 30,448.76*	
			Invoice Total	\$577,897.45

OIL TO PAY
[Signature]



PYRAMID

PAVING AND CONTRACTING CO.

An Equal Opportunity Employer

600 N. Jefferson Street, Bay City, MI 48708

BAY CITY: 989-895-5861

FAX: 989-895-8905

Invoice Number: 19-203-1

Date: 10/31/2019

PO# ~~495-524~~

INVOICE

To: TUSCOLA COUNTY ROAD COMMISSION
1733 MERTZ
CARO, MI 48723

Job: 19-203 #3 Bevens Road (TCRC)

E. Dayton to Kingston

459-524

ITEM No.	DESCRIPTION	TOTAL QUANTITY	UNIT COST	BID AMOUNT	COMPLETED UNITS	COMPLETED AMOUNT
1	A. Butt Joints	4 Ea	972.00	3,888.00	4	3,888.00
2	B. Monument Rings	12 Ea	65.00	780.00	12	780.00
3	C. Shoulder Gravel	4,400 Ton	18.75	82,500.00	5,987.84	112,272.00
4	D. 165# Bituminous Mix 13A	8,250 Ton	65.90	543,675.00	7,540.59	496,924.88
5	E. Approach Match Mainline Thickness	40 Ton	122.40	4,896.00	71.73	8,779.75

Contract Total Price:	635,739.00	Amount Completed To Date:	622,644.63
		Less Retainage:	0.00
		Less Amount Previously Billed:	0.00
		Total Due This Invoice:	622,644.63 ✓

O.K. TO PAY
ADG



PYRAMID
PAVING AND CONTRACTING CO.
600 N. Jefferson Street, Bay City, MI 48708

BAY CITY: 989-895-5861
FAX: 989-895-8905

Invoice Number: 19-204
Date: 7/25/2019
PO: ~~489-564~~

INVOICE

459-564

To: TUSCOLA COUNTY ROAD COMMISSION
1733 MERTZ
CARO, MI 48723

Job: 19-204 #4 Hurds Corner (TCRC)
Clifford to M-46

ITEM No.	DESCRIPTION	TOTAL QUANTITY	UNIT COST	BID AMOUNT	COMPLETED UNITS	COMPLETED AMOUNT
1	Monument Rings	9 Ea	65.00	585.00	9	585.00
2	23A Shoulder Gravel	3,700 Ton	18.55	68,635.00	3,682.3	68,306.67
3	165# Bituminous Mix 13A	6,100 Ton	65.95	402,295.00	6,054.49	399,293.62
4	Approach Match Mainline Thickness	20 Ton	158.40	3,168.00	20	3,168.00

Contract Total Price:	474,683.00	Amount Completed To Date:	471,353.29
		Less Retainage:	0.00
		Less Amount Previously Billed:	0.00
		Total Due This Invoice:	471,353.29 ✓

OK TO PAY
[Signature]

PAID
AUG 22 2019
TUSCOLA ROAD COMMISSION

6

Voucher # Bridge 2019-1

Date: November 18, 2019

\$665,478.22

TO: COUNTY CLERK, TUSCOLA COUNTY, STATE OF MICHIGAN

Please draw a warrant on the Treasurer of Tuscola County, Michigan payable to TUSCOLA COUNTY ROAD COMMISSION for the above amount, for payment of bills as listed hereon.

Exp. Vou. No.	Payable To	Amount
	Local Bridge Millage	
	2018 Balance	\$665,478.22

The above accounts have been carefully checked and audited and you are hereby directed to draw your warrant upon the County Treasurer for the above amount, payable from the County Road fund.

ROAD COMMISSIONERS

It is hereby certified that the above accounts are true and correct, and that no part of same has been paid.



CLERK

Local Bridge Millage Fund Balance
01/01/2018 to 12/31/2018

Job Number	Amount	Collected	Fed/State Aid	Township Funds	Insurance	Balance
2007	\$ 496.00					\$ 496.00
2010	1,627.00	1,579.50				\$ 47.50
2047	486,380.50	23,737.50		2,000.00		\$ 460,643.00
2076	364.38					\$ 364.38
2098	1,112.00	1,112.00				\$ -
2208	950.00	950.00				\$ -
2222	960.00	960.00	(0.01)			\$ 0.01
2232	425,061.84	46,190.46	335,623.14	2,000.00		\$ 41,248.24
2261	259,802.45	241,829.99		2,000.00		\$ 15,972.46
2294	202,188.22	128,626.28		2,000.00		\$ 71,561.94
2323	2,081.00	1,416.00				\$ 665.00
2325	6,545.01	484.46		919.03		\$ 5,141.52
2367	222.00	222.00				\$ -
2368	222.00	222.00				\$ -
2371	266.69	266.69				\$ -
2374	222.00	222.00				\$ -
2380	222.00	222.00				\$ -
2381	7,996.50	7,949.00				\$ 47.50
2384	190.00	95.00				\$ 95.00
2385	95.00					\$ 95.00
2390	222.00	222.00				\$ -
2398	313.00	313.00				\$ -
2403	5,134.13	484.46		741.75		\$ 3,907.92
2404	30,783.60	21,845.47		2,000.00		\$ 6,938.13
2405	24,745.06	16,863.28				\$ 7,881.78
2406	2,687.50	2,687.50				\$ -
2407	65,769.29	40,483.76		2,000.00		\$ 23,285.53
2408	41,172.64	40,899.43				\$ 273.21
2409	32,852.40	16,272.92				\$ 16,579.48
2410	21,622.82	11,388.20				\$ 10,234.62
Totals	\$1,622,307.03	\$607,544.90	\$335,623.13	\$13,660.78	\$0.00	\$665,478.22

Voucher #01 (For 2017) 08/28/2018
Voucher #02 10/18/2018 607,544.90

\$607,544.90

**COUNTY OF TUSCOLA
BOARD OF COMMISSIONERS**

At a _____ meeting of the Board of Commissioners of the County of Tuscola held at the _____ Building in Caro, Michigan on _____, 2019 at ____:____m., Eastern Time, there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and seconded by Commissioner _____:

AMENDED RESOLUTION OF THE TUSCOLA COUNTY BOARD OF COMMISSIONERS APPROVING A REVISED INTERGOVERNMENTAL AGREEMENT TO CREATE THE TUSCOLA COUNTY LAND BANK AUTHORITY

WHEREAS, the Michigan Land bank fast Track Authority (the "Authority") has been established by 2003 PA 258 (MCL 124.751 *et seq.* (the "Act") for the purpose of acquiring, assembling, disposing of, and quieting title to property, including tax reverted property, to foster the development of the property, and to promote economic growth in the State of Michigan; and

WHEREAS, the Authority has the power under the Act to enter into an intergovernmental agreement with a county foreclosing governmental unit to provide for the creation of a county land bank authority to exercise the powers, duties, functions, and responsibilities of an authority under the Act; and

WHEREAS, the treasurer of the County of Tuscola, Michigan ("Treasurer") is a foreclosing governmental unit under the Act and section 78 of The General Property Tax Act, 1983 PA 206 (MCL 211.78); and

WHEREAS, the Authority and the Treasurer seek to establish a county authority for the County of Tuscola as a separate legal entity and as a public body corporate under the Act to exercise within the County of Tuscola the powers, duties, functions, and responsibilities of an authority under the Act; and

WHEREAS, the treasurer has proposed an intergovernmental agreement between the authority and the Treasurer (the "Intergovernmental Agreement") in order to create the Tuscola County Land Bank Authority;

WHEREAS, the Tuscola County Board of Commissioners (the "Board") is required to approve the Intergovernmental Agreement before it can becomes effective;

WHEREAS, on October 25, 2018 this Board of Commissioners approved a form of Interlocal Agreement;

WHEREAS, it is necessary to amend the form of Interlocal Agreement because the Michigan Land Bank Fast Trade Authority, which must approve the Interlocal Agreement has revised its official form of Interlocal Agreement since October of 2018; and

WHEREAS, a Revised Interlocal Agreement which meets the new requirements has been prepared and is attached as Appendix A.

NOW THEREFORE, BE IT RESOLVED BY THE TUSCOLA COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The Board approves the revised Intergovernmental Agreement in the form attached hereto as Appendix A, which is on file with the minutes of this meeting.
2. All resolutions in conflict with the foregoing are rescinded.
3. this resolution shall take immediate effect.

RESOLUTION ADOPTED.

A vote on the foregoing resolution was taken and was as follows:

YES: _____

NO: _____
ABSTAIN: _____

The Resolution was declared adopted.

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Tuscola, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a _____ meeting held on _____, 2018, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings

Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Tuscola County Clerk

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

STATE LAND BANK AUTHORITY
(a Michigan public body corporate and politic)

AND THE

TREASURER OF THE COUNTY OF TUSCOLA, MICHIGAN

CREATING THE

TUSCOLA COUNTY LAND BANK AUTHORITY
(a Michigan public body corporate)

This Agreement is entered into under Section 5 of Article 3 and Section 28 of Article 7 of the Michigan Constitution of 1963 and the Land Bank Fast Track Act, 2003 PA 258, between the **STATE LAND BANK AUTHORITY**, a Michigan public body corporate and politic, and the **TREASURER OF THE COUNTY OF TUSCOLA, MICHIGAN**, for the purpose of establishing and creating the **TUSCOLA COUNTY LAND BANK AUTHORITY**, a separate legal entity and public body corporate to administer and execute the purposes and objectives of this Agreement.

RECITALS

A. In enacting the Land Bank Fast Track Act, 2003 PA 258, the Michigan Legislature found that there exists in the State of Michigan a continuing need to strengthen and revitalize the economy of the State of Michigan and local units of government in this state and that it is in the best interests of the State of Michigan and local units of government in this state to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of the property and to promote economic growth in the State of Michigan and local units of government in this state.

B. The State Land Bank Authority (f/k/a Michigan Land Bank Fast Track Authority) was created as a public body corporate and politic originally within the Michigan Department of Labor and Economic Growth, a principal department of the executive branch of state government, under the Land Bank Fast Track Act, 2003 PA 258, and is authorized to enter into an intergovernmental agreement with a county foreclosing governmental unit providing for the creation of a county authority to exercise the powers, duties, functions, and responsibilities of an authority under that act.

C. The Treasurer of the County of Tuscola, Michigan is a foreclosing governmental unit under the Land Bank Fast Track Act, 2003 PA 258, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

D. It is the intent of the State Land Bank Authority and the Treasurer of the County of Tuscola, Michigan to establish a county authority as a separate legal entity and as a public body corporate under the Land Bank Fast Track Act, consistent with this Agreement.

Accordingly, the State Land Bank Authority and the Treasurer of the County of Tuscola, Michigan agree to the following:

ARTICLE I
DEFINITIONS

As used in this Agreement:

Section 1.01. "Act 7" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

Section 1.02. "Agreement" means this Intergovernmental Agreement between the State Land Bank Authority, a Michigan public body corporate and politic, and the Treasurer of the County of Tuscola, Michigan.

Section 1.03. "Budget Act" means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a.

Section 1.04. "County Authority" means the Tuscola County Land Bank Authority, the public body corporate created under this Agreement pursuant to the Land Bank Act.

Section 1.05. "County Authority Board" means the board of directors of the county authority created under Article IV.

Section 1.06. "County Board" means the Board of Commissioners for the County of Tuscola, Michigan.

Section 1.07. "Effective Date" means the date upon which all of the following are satisfied, as provided under Section 23 of the Land Bank Act:

- (a) The Agreement is entered into by the Treasurer.
- (b) The Agreement is approved by the County Board.
- (c) The Agreement is entered into by the State Authority.
- (d) The Agreement is filed with the County Clerk for the County of Tuscola, Michigan.
- (e) The Agreement is filed with the Secretary of State.
- (f) The Agreement is filed with the Ingham County Clerk.

Section 1.08. "Executive Director" means the executive director of the County Authority selected under Section 4.12.

Section 1.09. "Fiscal Year" means the fiscal year of the County Authority, which shall begin on January 1 of each year and end on the following December 31.

Section 1.10. “FOIA” means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

Section 1.11. “Foreclosing Governmental Unit” means that term as defined under Section 3(f) of the Land Bank Act, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

Section 1.12. “Tuscola County” means the County of Tuscola, Michigan.

Section 1.13. “Land Bank Act” means the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774.

Section 1.14. “OMA” means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

Section 1.15. “Party” or “Parties” means either individually or collectively, as applicable, the State Authority or the Treasurer as each is a signatory to this Agreement.

Section 1.16. “Person” means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

Section 1.17. “State” means the State of Michigan.

Section 1.18. “State Authority” means the State Land Bank Authority, a Michigan public body corporate and politic created under the Land Bank Act.

Section 1.19. “Tax Reverted Property” means that term as defined under Section 3(q) of the Land Bank Fast Track Act, 2003 PA 258, MCL 124.753(3)(q).

Section 1.20. “Treasurer” means the Treasurer of Tuscola County.

ARTICLE II **PURPOSE**

Section 2.01. Purpose. The purpose of this Agreement is to create and empower the County Authority to exercise the powers, duties, functions, and responsibilities of an authority under the Land Bank Act for the benefit of Tuscola County and the State.

Section 2.02. Programs and Functions. The County Authority shall endeavor to carry out the powers, duties, and functions, and responsibilities of an authority under the Land Bank Act consistent with this Agreement, including, but not limited to, the power, privilege, and authority to acquire, manage, and dispose of interests in property, and doing all other things necessary or convenient to implement the purposes, objectives, and provisions of the Land Bank Act and the purposes, objectives, and powers delegated to a County Authority under other laws or executive orders.

ARTICLE III
CREATION OF COUNTY AUTHORITY

Section 3.01. Creation and Legal Status of County Authority. The County Authority is established as a separate legal entity and public body corporate to be known as the "Tuscola County Land Bank Authority" for the purposes of acting as an authority under the Land Bank Act and administering this Agreement.

Section 3.02. Articles of Incorporation. At its initial meeting the County Authority Board shall adopt articles of incorporation consistent with the provisions of this Agreement and the Land Bank Act.

Section 3.03. Principal Office. The principal office of the County Authority is at the location within the City of Caro, Michigan, as determined by the County Authority Board.

Section 3.04. Title of County Authority Assets. Except as otherwise provided in this Agreement, the County Authority shall have exclusive title to all of its property and no Party shall have an ownership interest in County Authority property.

Section 3.05. Tax-exempt Status. The County Authority shall not be operated for profit. No earnings of the County Authority shall inure to the benefit of a Person other than the County Authority or the Parties. The Parties intend the activities of the County Authority to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend the activities of the County Authority to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the property taxes under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157, or corresponding provisions of future State tax laws. The property of the County Authority and its income and operations are exempt from all taxation by the State or its political subdivisions under Section 4(5) of the Land Bank Act.

Section 3.06. Compliance with Law. The County Authority shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 3.07. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. No Party may obligate any other Party. No employee, agent, or servant of the County Authority shall be or shall be deemed to be an employee, agent or servant of the State for any reason.

Section 3.08. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV
COUNTY AUTHORITY BOARD AND EXECUTIVE DIRECTOR

Section 4.01. County Authority Board Composition. The County Authority shall be governed by the County Authority Board, a board of directors that shall be appointed within thirty (30) calendar days of the Effective Date. Elected officials and other public officers are eligible to serve as members of the County Authority Board to the extent permitted under Michigan law. The County Authority Board shall consist of the following members, except as provided in 4.02:

- (a) The Treasurer.
- (b) The Tuscola County Economic Development Director.
- (c) Three additional Directors appointed by resolution of the Tuscola County Board of Commissioners.

Section 4.02 Appointments by Elected County Executive. If Tuscola County adopts a unified form of government providing for an elected county executive under 1973 PA 139, MCL 45.551 to 45.573, or if Tuscola County adopts a county charter providing for an elected county executive under 1966 PA 293, MCL 45.501 to 45.521, the appointments under Sections 4.01(c) shall be made by the elected county executive.

Section 4.03 Terms of Office. The member under 4.01(a) and 4.01(b) shall serve as long as they hold that status. Of the members listed under 4.01(c), 1 member initially shall be appointed for a period of three years, 1 member shall initially be appointed for a period of two years, and 1 member shall initially be appointed for a period of one year. After the expiration of the initial terms, members appointed under Section 4.01(c) shall be appointed in the same manner as the original appointments but for terms of three (3) years.

Section 4.04. Removal. A member of the County Authority Board appointed under Section 4.01(b) or 4.01(c) may be removed for cause by the County Board. However, the Treasurer shall remain a member as provided for in MCL 124.773(4).

Section 4.05. Vacancies. A vacancy among the appointed members of the County Authority Board appointed under Section 4.01(c) caused by death, resignation, or removal of a County Authority Board member shall be filled in the same manner as the original appointment for the balance of the unexpired term.

Section 4.06. Meetings. The County Authority Board shall conduct its first meeting no later than forty-five (45) calendar days after the Effective Date, provided that a quorum of the County Authority Board has been appointed. The County Authority Board shall meet at least annually and hold such other meetings at the place, date, and time as the County Authority Board shall determine. All meetings of the County Authority Board shall comply with the OMA. Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

Section 4.07. Quorum and Voting. A majority of the County Authority Board shall be required to constitute a quorum for the transaction of business. The County Authority Board shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business by the County Authority Board. Presence in person for both quorum and voting at a meeting may include electronic communication by which such member of the County Authority Board is heard by the members of the County Authority Board and any members of the public at the meeting.

Section 4.08. County Authority Board Responsibilities. The County Authority Board shall do all of the following by a majority vote of its members appointed and serving:

- (a) Consistent with this Agreement and the Land Bank Act, adopt amendments to the initial articles of incorporation adopted under Section 3.02 and adopt subsequent amendments to the articles of incorporation as deemed necessary by the County Authority Board.
- (b) Adopt bylaws, rules, and procedures governing the County Authority Board and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the County Authority Board.
- (c) Elect officers. Initial officers shall be elected within thirty (30) days of the first meeting of the County Authority Board.
- (d) Approve policies to implement day-to-day operation of the County Authority, including policies governing any staff of the County Authority.
- (e) Provide for a system of accounts to conform to a uniform system required by law, and review and approve the County Authority's budget to assure that the budgets are approved and administered in accordance with the Budget Act.
- (f) Provide for an annual audit in accordance with the Budget Act.
- (g) Adopt personnel policies and procedures.
- (h) Adopt policies and procedures for contracting and procurement.
- (i) Adopt an investment policy in accordance with 1943 PA 20, MCL 129.91 to 129.96, and establish banking arrangements for the County Authority.

Section 4.09. Fiduciary Duty. The members of the County Authority Board are under a fiduciary duty to conduct the activities and affairs of the County Authority in the best interests of the County Authority, including the safekeeping and use of all County Authority monies and assets. The members of the County Authority Board shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.10. Chairperson. The Treasurer shall be the Chairperson of the County Authority Board.

Section 4.11. Compensation. The members of the County Authority Board shall receive no compensation for the performance of their duties. A County Authority Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The County Authority may reimburse members of the County Authority Board for actual and necessary expenses incurred in the discharge of their official duties as provided by the County Authority Board. County Authority Board members shall be bonded in an amount set by the County Authority Board at their first meeting. The amount of bond set shall be an amount that safeguards the integrity of the Authority's purpose.

Section 4.12. Executive Director. The County Authority Board may select and retain an Executive Director. An Executive Director selected and retained by the County Authority Board shall administer the County Authority in accordance with the operating budget adopted by the County Authority Board, general policy guidelines established by the County Authority Board, other applicable governmental procedures and policies, and this Agreement. The Executive Director shall be responsible for the day-to-day operations of the County Authority, including the control, management, and oversight of the County Authority employees. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the County Authority Board, provided that the Executive Director shall serve at the pleasure of the County Authority Board.

Section 4.13. Ethics. Within six (6) months of the first meeting of the County Authority Board the County Authority Board shall adopt ethics policies governing the conduct of the County Authority Board members, directors, officers, appointees, and employees as required under Section 4(9) of the Land Bank Act. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348.

Section 4.14. Conflicts of Interest. Members of the County Authority Board and directors, officers, appointees, and employees of the County Authority shall be deemed to be public servants for the purposes of 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable law with respect to conflicts of interest. As required under Section 4(10) of the Land Bank Act, the County Authority shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The County Authority Board shall require that any member of the County Authority Board with a direct or indirect interest in any matter before the County Authority Board disclose the member's interest to the County Authority Board before the County Authority Board takes any action on the matter.

Section 4.15. Relationship to Tuscola County. The County Authority shall exercise its powers, duties, functions and responsibilities independently of the County Board. Subject to available appropriations, Tuscola County may provide the County Authority staff and other support, including but not limited to, legal, clerical and information technology services.

ARTICLE V
GENERAL POWERS OF COUNTY AUTHORITY

Section 5.01. General Powers Under Land Bank Act. The County Authority may exercise all of the powers, duties, functions, and responsibilities of an authority under the Land Bank Act, including, but not limited to, each of the following;

- (a) Adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business.
- (b) Sue and be sued in its own name and plead and be impleaded, including, but not limited to, defending the County Authority in an action to clear title to property conveyed by the County Authority.
- (c) Borrow money and issue bonds and notes according to the provisions of the Land Bank Act.
- (d) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, interlocal agreements under Act 7, for the joint exercise of powers under the Land Bank Act.
- (e) Solicit and accept gifts, grants, labor, loans, and other aid from any Person, or the federal government, the State, or political subdivision of the State, or an intergovernmental entity created under the laws of the State or participate in any other way in a program of the federal government, the State, a political subdivision of the State, or an intergovernmental entity created under the laws of the State.
- (f) Procure insurance against loss in connection with the property, assets, or activities of the County Authority.
- (g) Invest money of the County Authority, at the discretion of the County Authority Board pursuant to a duly adopted investment policy, in instruments, obligations, securities, or property determined proper by the County Authority Board and name and use depositories for County Authority money.

- (h) Employ legal and technical experts, other officers, agents, or employees, permanent or temporary, paid from the funds of the County Authority. The County Authority shall determine the qualifications, duties, and compensation of those it employs. The County Authority Board may delegate to 1 or more members, officers, agents, or employees any powers or duties it considers proper. Members of the County Authority Board shall serve without compensation but shall be reimbursed for actual and necessary expenses, subject to available funds.
- (i) Contract for goods and services and engage personnel as necessary and engage the services of private consultants, managers, legal counsel, engineers, accountants, and auditors for rendering professional financial assistance and advice payable out of any money of the County Authority.
- (j) Study, develop, and prepare the reports or plans the County Authority considers necessary to assist in the exercise of its powers under the Land Bank Act and to monitor and evaluate progress under the Land Bank Act.
- (k) Enter into contracts for the management of, the collection of rent from, or the sale of real property held by the County Authority.
- (l) Do all other things necessary or convenient to achieve the objectives and purposes of the County Authority under the Land Bank Act or other laws that relate to the purposes and responsibilities of the County Authority.

Section 5.02. Bonds or Notes. The County Authority shall not issue any type of bond in its own name except as authorized by the Land Bank Act. The County Authority shall not possess the power to in any way indebted a Party. Bonds or notes issued by the County Authority are the debt of the County Authority and not of the Parties. Bonds or notes issued by the County Authority are for an essential public and governmental purpose. Pursuant to Section 24(7) of the Land Bank Act, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes by the State or any political subdivision of the State.

Section 5.03. Casino Development Prohibited. Pursuant to Section 4(6) of the Land Bank Act, the County Authority shall not assist or expend any funds for, or related to, the development of a casino.

Section 5.04. Tax Limitation. Pursuant to Section 4(7) of the Land Bank Act, the County Authority shall not levy any type of tax or special assessment.

Section 5.05. Condemnation Prohibited. The County Authority is prohibited from exercising the power of eminent domain or condemning property under Section 4(8) of the Land Bank Act.

Section 5.06. Limitation on Political Activities. The County Authority shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the County Authority from engaging in activities authorized by applicable law.

Section 5.07. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.08. Non-Discrimination. The County Authority shall comply with all applicable laws prohibiting discrimination. The County Authority shall not fail or refuse to hire recruit, or promote; demote; discharge; or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The County Authority shall not limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The County Authority shall not provide services in a manner that discriminates against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to receive services from the County Authority.

ARTICLE VI
SPECIFIC POWERS OF THE COUNTY AUTHORITY

Section 6.01. Acquisition of Property. Except as otherwise provided in this Agreement or under the Land Bank Act, the County Authority may acquire by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise, real or personal property, or rights or interests in real or personal property, on terms and conditions and in a manner the County Authority considers proper. Real property acquired by the County Authority by purchase may be by purchase contract, lease purchase agreement, installment sales contract, land contract, or otherwise. The County Authority may acquire real property or rights or interests in real property for any purpose the County Authority considers necessary to carry out the purposes of the Land Bank Act.

Section 6.02. Deed in Lieu of Foreclosure. The County Authority may accept from a Person with an interest in a tax delinquent property or Tax Reverted Property a deed conveying that Person's interest in the property in lieu of the foreclosure or sale of the property as provided under Section 6 of the Land Bank Act.

Section 6.03. Expedited Quiet Title and Foreclosure. The County Authority may initiate an expedited quiet title and foreclosure action to quiet title to interests in real property held by the County Authority as provided under Section 9 of the Land Bank Act.

Section 6.04. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the County Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the County Authority.

Section 6.05. Holding and Managing Property. The County Authority may hold and own in its name any property acquired by the County Authority or conveyed to the County Authority by the State, a Foreclosing Governmental Unit, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Tax Reverted Property and property with or without clear title. The County Authority may, without the approval of a local unit of government in which property held by the County Authority is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the property it holds or owns. All real property held by the County Authority shall be inventoried and classified by the County Authority according to title status of the property and suitability for use. The County Authority may take or perform the following with respect to property held or owned by the County Authority:

- (a) Grant or acquire a license, easement, or option with respect to property as the County Authority determines is reasonably necessary to achieve the purposes of this Agreement and the Land Bank Act.
- (b) Fix, charge, and collect rents, fees, and charges for use of property under the control of the County Authority or for services provided by the County Authority.
- (c) Pay any tax or special assessment due on property acquired or owned by the County Authority.
- (d) Take any action, provide any notice, or institute any proceeding required to clear or quiet title to property held by the County Authority in order to establish ownership by and vest title to property in the County Authority, including, but not limited to, an expedited quiet title and foreclosure action under Section 9 of the Land Bank Act.
- (e) Remediate environmental contamination on any property held by the County Authority.

Section 6.06. Civil Action to Protect County Authority Property. The County Authority may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any property from Tax Reverted Property or other real property held by the County Authority, as provided under Section 11 of the Land Bank Act.

Section 6.07. Environmental Contamination. If the County Authority has reason to believe that property held by the County Authority may be the site of environmental contamination, the County Authority shall provide the Michigan Department of Environment, Great Lakes, and Energy with any information in the possession of the County Authority that suggests that the

property may be the site of environmental contamination, as required under Section 10 of the Land Bank Act. The County Authority shall cooperate with the Michigan Department of Environment, Great Lakes, and Energy with regard to any request made or action taken by the Department under Section 10 of the Land Bank Act.

Section 6.08. Transfer of Interest in Property by County Authority. Pursuant to Section 7 of the Land Bank Act, on terms and conditions, and in a manner and for an amount of consideration the County Authority considers proper, fair, and valuable, including for no monetary consideration, the County Authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the County Authority holds a legal interest to any public or private Person for value determined by the County Authority. Any transfer or other disposition of property or interests in property by the County Authority shall be in accordance with guidelines established by the County Authority Board.

Section 6.09. Disposition of Proceeds. Any proceeds from the sale or transfer of property by the County Authority shall be retained by the County Authority, or expended or transferred by the County Authority consistent with the provisions of the Land Bank Act and pursuant to a plan adopted by the County Authority Board.

Section 6.10. Collective Bargaining. The County Authority shall have the right to bargain collectively and enter into agreements with labor organizations. The County Authority shall fulfill its responsibilities as a public employer subject to 1947 PA 336, MCL 423.201 to 423.217 with respect to all its employees.

Section 6.11. Municipal Employee Retirement System. To the extent permitted under Michigan law, the County Authority Board may elect to become a participating municipality on behalf of County Authority employees but only pursuant to Section 2c(2) of the Municipal Employees Retirement Act of 1984, 1984 PA 427, MCL 38.1501 to 38.1558.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. County Authority Records. The County Authority shall keep and maintain at the principal office of the County Authority, all documents and records of the County Authority. The records of the County Authority, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity or, if none, to the Treasurer or any successor agency of the Treasurer.

Section 7.02. Financial Statements and Reports. The County Authority shall cause to be prepared, at County Authority expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan

Department of Treasury, or any successor agency, and shall be made available to each of the Parties, including the State Authority.

Section 7.03. Audits. The County Authority shall provide for the conduct of audits in accordance with Sections 6 to 13 of the Budget Act, which shall be made available at the request of any Party. The County Authority Board may establish a dedicated audit committee of the County Authority Board for the purpose of overseeing the accounting and financial reporting processes of the County Authority and audits of its financial statements. The County Authority may establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The County Authority may require at least one member to be specifically knowledgeable about financial reports.

Section 7.04. Freedom of Information Act. The County Authority shall be subject to and comply with the FOIA.

Section 7.05. Uniform Budgeting and Accounting Act. The County Authority shall be subject to and comply with the Budget Act. The Executive Director or County Authority Chairperson annually shall prepare and the County Authority Board shall approve a budget for the County Authority for each Fiscal Year. Each budget shall be approved by January 1st immediately preceding the beginning of the Fiscal Year of the County Authority.

Section 7.06. Deposits and Investments. The County Authority shall deposit and invest funds of the County Authority, not otherwise employed in carrying out the purposes of the County Authority, in accordance with an investment policy established by the County Authority Board consistent with laws and regulations regarding investment of public funds.

Section 7.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the County Authority Board.

Section 7.08. Performance Objectives. Each Fiscal Year, the Executive Director or the County Authority Chairperson shall prepare objectives for the County Authority's performance for review and approval by the County Authority Board.

Section 7.09. Annual Reports. Not less than annually, the County Authority shall file with the Treasurer, the County Board, and with the State Authority a report detailing the activities of the County Authority, and any additional information as requested by the Treasurer, the County Board, or the State Authority.

ARTICLE VIII

DURATION OF AGREEMENT

Section 8.01. Duration. This Agreement and the County Authority shall commence on the Effective Date and shall continue in effect for an initial term of 5 years and after that until terminated by joint action of the Parties and the County Board or withdrawal by a Party under Section 8.02

Section 8.02. Withdrawal of Either Party. Either Party may withdraw from this Agreement after the initial term, upon six (6) months notice in writing to the County Authority as provided under Section 9.01. The Treasurer shall withdraw from this Agreement under this section if required to withdraw under the terms of a resolution adopted by the County Board.

Section 8.03. Disposition upon Termination. As soon as possible after termination of this Agreement, the County Authority shall finish its affairs as follows:

- (a) All of the County Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the County Authority and distribution of its assets shall be paid first.
- (b) Any eligible tax reverted property specific tax pursuant to the Tax Reverted Clean Title Act, 2003 PA 260, MCL 211.1021 to 211.1026, shall be transferred to the State Authority.
- (c) The remaining assets, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining assets shall be distributed to Tuscola County or as otherwise agreed by the Parties.

ARTICLE IX MISCELLANEOUS

Section 9.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices, including any notices of withdrawal under Article VIII, shall be sent to each other Party's signatory to this Agreement, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail.

Section 9.02. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 9.03. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the County Authority under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 9.04. Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of the provision to other Persons, Party, or circumstances is not affected but will be enforced to the extent permitted by law.

Section 9.05. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 9.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and or to be interpreted as part of this Agreement.

Section 9.07. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 9.08. Cross-References. References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article, unless specifically noted otherwise. References in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 9.09. References to Public Acts and Statutes. All References to public acts and statutes in this Agreement shall be construed to mean the acts or statutes as amended.

Section 9.10. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State of Michigan. Subject to Section 6419 of the Revised Judicature Act of 1961, 1961 PA 236, MCL 600.6419, any and all claims against the State Authority must be brought and maintained in the Court of Claims, or as appropriate, Ingham County Circuit Court.

Section 9.11. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

Section 9.12. Effective Date. This Agreement shall become effective as of the Effective Date.

This Agreement is executed by the authorized representatives of the Parties on the date(s) indicated below:

STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Date: _____

TREASURER OF THE COUNTY OF TUSCOLA, MICHIGAN

By: XXX

Date: _____

8



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

FW: 2018 Farm Bill Educational Sessions Update 11-18-19

1 message

Johnson, Jerry <johnjer@msu.edu>
To: "Johnson, Jerry" <johnjer@msu.edu>

Tue, Nov 19, 2019 at 4:46 PM

Dear County Commissioners and County Administrators,

Please see the attached schedule for upcoming informational meetings in your area. The Farm Bill is extremely long and cumbersome so attendance at one of these meetings should prove to be very beneficial.

Thank you,

Jerry

Jerry Johnson

District 10 Director – *serving the counties of Huron, Lapeer, St. Clair, Sanilac and Tuscola*

Michigan State University Extension

200 Grand River Avenue, Suite 102

Port Huron, MI 48060

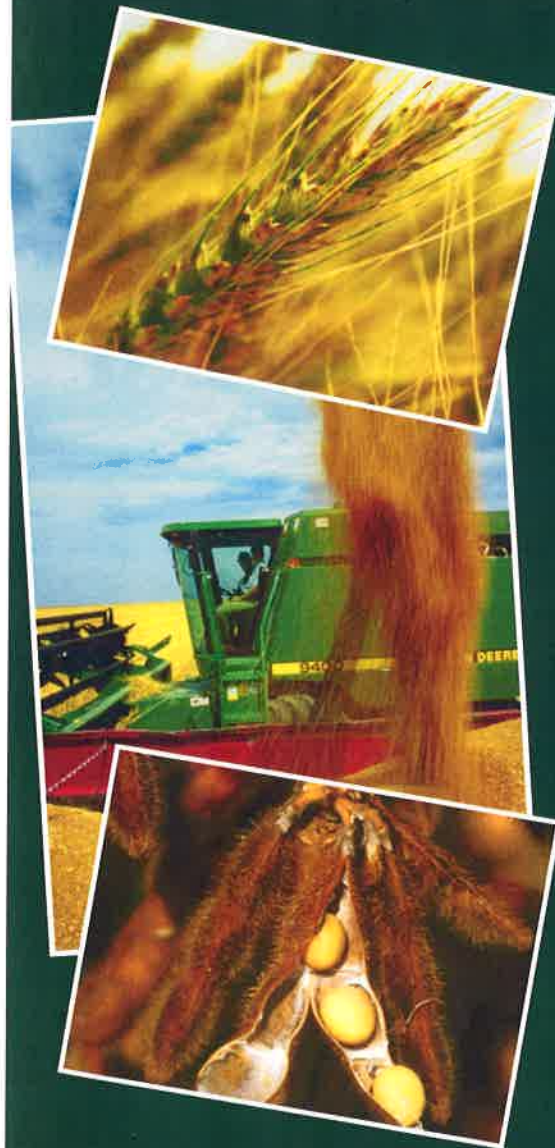
Direct: (810) 989-6308

johnjer@anr.msu.edu

MSU is an affirmative-action, equal-opportunity employer. Michigan State University Extension programs and materials are open to all without regard to race, color, national origin, gender, gender identity, religion, age, height, weight, disability, political beliefs, sexual orientation, marital status, family status or veteran status.

 **flyer.pdf**
888K

Making the Most of the 2018 Farm Bill Commodity Provisions



For more information contact ANR Event Services at 517-353-3175 or events@anr.msu.edu

MICHIGAN STATE UNIVERSITY | Extension

MSU is an affirmative action, equal-opportunity employer.

Michigan State University Extension is partnering with local USDA Farm Service Agencies (FSA) to provide Farm Bill educational sessions across Michigan. The 2018 Farm Bill provides a one-time opportunity for producers to update their yields based off 2013 through 2017 production and records, and producers should begin that process now.

At these meetings producers will:

- Hear highlights of the 2018 Farm Bill and assessments of today's market compared to five years ago.
- Learn about the process of updating their yields with FSA
- Work through case examples using the MSU Extension 2018 Farm Bill Calculator to help make better decisions on ARC versus PLC (Each crop and FSA farm number may result in a different choice).
- Discuss specific program details with local FSA staff.

Dates & Locations

Meetings will be about 2 hours in length and times may vary depending on the location of the meeting. **Additional dates will be added throughout the winter prior to FSA Deadlines.**

2019

- Dec. 3, 2019 - Gladwin, FSA Office, 2-4 p.m.
- Dec. 3: St. Clair, Goodell's County Park, 6-8 p.m.
- Dec. 4: Clinton, Smith Hall, 9 -11 a.m.
- Dec. 4: Sanilac, Career Center, 10 a.m.-12 p.m.
- Dec. 5: Gratiot, Emerson Twp. Hall, 9-11 a.m.
- Dec. 9: Ottawa, Extension Complex, 6-8 p.m.
- Dec. 10: St. Joseph, Greenmark Three Rivers, 10 a.m. -12 p.m.
- Dec. 10: Cass, SW MI College (Dowagiac), 2-4 p.m.
- Dec. 11: Huron, Thumb Ag Day - Ubyly Country Club 9-11 a.m.
- Dec. 11: Saginaw, Albee Twp. Hall, 2-4 p.m.
- Dec. 16: Tuscola, Brentwood Restaurant, 10 a.m.-12 p.m.
- Dec. 16: Lapeer/Genesee, Lapeer Extension Office, 2-4 p.m.
- Dec. 18: Arenac/Bay, Well Outreach Center, 10 a.m.-12 p.m.
- Dec. 20: Livingston, LESA, 10 a.m.- 12 p.m.

2020

- Jan 6: Berrien, RESA, 10 a.m.-12 p.m.
- Jan. 6: Van Buren, VB Conference Center 2-4 p.m.
- Jan. 7: Allegan Extension Office, 6-8 p.m.
- Jan. 7: Ionia, Clarksville Research Center, 2-4 p.m.
- Jan. 8: Newaygo, Extension Office, 11 a.m. - 1 p.m.
- Jan. 9: Shiawassee, Fairgrounds, 10 a.m.-12 p.m.
- Jan. 10: Eaton, Extension Office, 9 - 11 a.m.
- Jan. 21: Ogemaw, Extension Office, 1-3 p.m.
- Jan. 22: Antrim, Ellsworth Village Office, 9 - 11 a.m.
- Jan. 22: Presque Isle, Case Twp. Hall, 2 - 4 p.m.

Please check the registration site for the latest class listing and specific addresses for each meeting.

Cost:

There is no cost to attend .

For updated information on dates and times, and to register, visit:

<https://events.anr.msu.edu/farmbill/>

Pre-registration is requested but not required

October 31, 2019

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, October 31, 2019 at 8:00 A.M.

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

Motion by Parsell seconded by Kennard that the minutes of the October 17, 2019 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Payroll in the amount of \$103,483.38 and bills in the amount of \$178,021.62 covered by vouchers #19-55, #19-56, and #HRA-76 were presented and audited.

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

Brief Public Comment Segment:

(1) Mr. John Young appeared before the Board in regards to the recent paving project on Bevens Road. Mr. Young has concerns of the steep drop off from Bevens Road onto the approach of the private road known as Clark Park Drive. After discussion, the following motion was introduced:

Motion by Parsell seconded by Weber to authorize the Acting County Highway Engineer to review the location of Bevens Road at Clark Park Drive, and resolve the issue as deemed necessary. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

(2) Mr. Evan Vantol appeared before the Board to discuss the status of the Oakhurst Park limestone project in Wisner Township. Acting County Highway Engineer Dankert answered Mr. Vantol's questions, and explained the current status of the project.

Ms. Bobbi Jo Demoinis appeared before the Board regarding the installation of a new well at her property on Boucher Road. Acting County Highway Engineer Dankert will meet with Ms. Demoinis at the location, and further review the plans for the project.

Motion by Duane Weber seconded by Julie Matuszak to authorize Chairman John Laurie and Vice-Chairman Gary Parsell to sign the Michigan Department of Transportation Contract #19-5514 for the Fixed Object Removal Project on various county roads, all together with necessary related work. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Acting County Highway Engineer Dankert provided an update to the Board regarding the water drainage issues previously discussed at the last regular meeting of the Board.

Acting County Highway Engineer Dankert provided an update to the Board regarding the current status of the road closure on Boy Scout Road.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:05 A.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.



Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON
Jeffrey Dontz
VICE-CHAIRPERSON
Karen Goodman

10

Margaret Batzer
Mark Bergstrom
Pauline Jaquish
Gene Lagerquist
Richard Schmidt

CLERK
Jill Nowak
(231) 723-3331
CONTROLLER/ADMINISTRATOR
David A. Kiell, Jr.
(231) 398-3504

RESOLUTION #2019-16

MANISTEE COUNTY RESOLUTION REQUESTING TO DECLARE THE GREAT LAKES COAST A DISASTER AREA AND SEEKING ASSISTANCE

At a regular meeting of the Manistee County Board of Commissioners held in the Manistee County Courthouse & Government Center, 415 Third Street, Manistee, Michigan, on the 19th day of November 2019:

PRESENT: Bergstrom, Dontz, Goodman, Jaquish, Lagerquist, Schmidt

ABSENT: Batzer

The following resolution was offered by Goodman and seconded by Bergstrom:

WHEREAS, record high water levels in the Great Lakes, as well as the bays and rivers connected to them, have contributed toward major erosion on beaches and shorelines all across the State of Michigan during high water levels and currently throughout 2019; and

WHEREAS, it is anticipated that the Michigan winter with ice flows and jams will continue to worsen the already bad situation throughout the Great Lakes; and

WHEREAS, the Great Lakes are Michigan's most vital and precious resource; and

WHEREAS, the County of Manistee realizes the effects of storms, high water, and wind driven wave action that are causing severe erosion of the shoreline; and

WHEREAS, the public trust doctrine states that the sovereign holds in trust, for the public use, the resources such as the shoreline regardless of private property ownership; and

WHEREAS, the 3,288 miles of shoreline in the State of Michigan must be protected as referred to in the Public Trust Doctrine; and

WHEREAS, the Great Lakes are the State of Michigan's economic and property value driver for the tax base along the shoreline and connecting tributaries; and

WHEREAS, the conditions of the Great Lakes shoreline affects businesses and the tourism industry by limited access to the beaches; the loss of property along the shoreline directly affects the local, county, and state tax base; and the effects on municipal water systems and the inland waters levels throughout the state are all affected.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Manistee County Board of Commissioners requests that the Governor of the State of Michigan along with the State Legislature declare the Coast of the Great Lakes in the State of Michigan a disaster area,

and seek assistance from Congress and the President of the United States for this devastating situation which has an impact statewide.

STATE OF MICHIGAN)
)ss.
COUNTY OF MANISTEE)

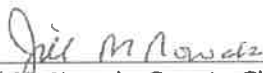
I, Jill M. Nowak, County Clerk, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Manistee County Board of Commissioners at a regular meeting held on the 19th day of November, 2019, by the following vote:

YEAS: 6 Bergstrom, Dontz, Goodman, Jaquish, Lagerquist, Schmidt
NAYS: 0 None
ABSENT: 1 Batzer

I further certify that the foregoing Resolution is a true, correct and complete transcript of the original of said Resolution appearing on file and of record in my office. I further certify that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Manistee this 19th day of November, 2019.

CLERK OF THE COUNTY COMMISSION
MANISTEE COUNTY, MICHIGAN



Jill M. Nowak, County Clerk

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 12th day of November, 2019 beginning at 9:30 a.m.

Present: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Absent: None.

The following preamble and resolution was offered by Commissioner Julie Powers, seconded by Commissioner Doug Johnson.

RESOLUTION NO. OCR 19-25
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
November 12, 2019

OTSEGO COUNTY RESOLUTION SUPPORTING PASSAGE OF
LEGISLATION TO ADOPT 4-YEAR TERMS FOR COUNTY
COMMISSIONERS

WHEREAS, the 1963 Michigan Constitution stipulated four-year terms for the county Board of Supervisors, the preceding body to today's Board of Commissioners; and

WHEREAS, the Legislature voted in 1966 to abolish Boards of Supervisors and formally replace them with Boards of Commissioners after the 1968 elections; and

WHEREAS, Public Act 261 of 1966 promulgated that the length of terms for the new county commissioners shall be concurrent with that of state representatives, as specified in Article IV, section 3 of the Michigan Constitution; and

WHEREAS, the scope of duties of a county commissioner has greatly increased in the last century — road patrols, indigent defense, mental health treatment and substance abuse prevention programming, solid waste pick-up and disposal, food and water supply safety, park operations, economic development efforts, emergency management and response; and

WHEREAS, Michigan is one of only five states in the United States that provides for exclusively two-year terms for county commissioners; and

WHEREAS, all other county and township elected officials in Michigan are elected to terms of at least four years; and

WHEREAS, the position of county commissioner is a highly complex oversight role that requires years to master; and

WHEREAS, legislation to amend state law to enact four-year terms has been filed in the form of House bills 4937-38 and Senate Bills 504-505; and

WHEREAS, the Michigan Association of Counties supports the legislation as introduced;

THEREFORE, BE IT RESOLVED that OTSEGO COUNTY supports House Bills 4937-38 and Senate Bills 504-505 to enact four-year terms for county commissioners.
Adopted this 12TH day of November, 2019


A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: Julie Powers, Rob Pallarito, Doug Johnson,
Ken Borton, Bruce Brown.

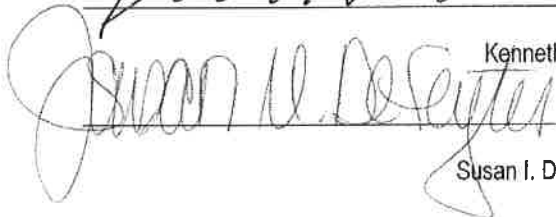
NO: Henry Mason, Paul Liss, Duane Switalski, Ken Glasser.

ABSTAIN: None.

THE RESOLUTION WAS DECLARED ADOPTED.



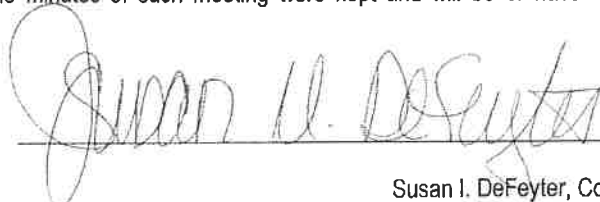
Kenneth C. Borton, Chairman



Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
 §
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 12th day of November, 2019, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.



Susan I. DeFeyter, County Clerk

DATED: 11-12, 2019

RESOLUTION

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, the 1963 Michigan Constitution stipulated four-year terms for the county Board of Supervisors, the preceding body to today's Board of Commissioners; and

WHEREAS, the Legislature voted in 1966 to abolish Boards of Supervisors and formally replace them with Boards of Commissioners after the 1968 elections; and

WHEREAS, Public Act 261 of 1966 promulgated that the length of terms for the new county commissioners shall be concurrent with that of state representatives, as specified in Article IV, section 3 of the Michigan Constitution; and

WHEREAS, the scope of duties of a county commissioner has greatly increased in the last century – road patrols, indigent defense, mental health treatment and substance abuse prevention programming, solid waste pick-up and disposal, food and water supply safety, park operations, economic development efforts, emergency management and response; and

WHEREAS, Michigan is only one of five states in the United States that provides for exclusively two-year terms for county commissioners; and

WHEREAS, all other county and township elected officials in Michigan are elected to terms of at least four years; and

WHEREAS, the position of county commissioner is a highly complex oversight role that requires years to master; and

WHEREAS, legislation to amend state law to enact four-year terms has been filed in the form of House bills 4937-38 and Senate Bills 504-505; and


WHEREAS, the Michigan Association of Counties supports the legislation as introduced; now

THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners supports House Bills 4937-38 and Senate Bills 504-505 to enact four-year terms for county commissioners; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor Gretchen Whitmer, Senator Dan Lauwers, Representative Phil Green, the Michigan Association of Counties and the other 82 Michigan Counties.

Respectfully submitted,

LEGISLATIVE COMMITTEE


Mary E. Babcock, Chairman


Ron Wruble, Vice Chairman


Todd Talaski, Member

Dated: November 13, 2019

VOICE / ROLL CALL VOTE:

COMMISSIONER	YES	NO	ABSENT	COMMISSIONER	YES	NO	ABSENT
SAMI KHOURY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN L. BODIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MICHAEL H. MEISSNER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RON WRUBLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD TALASKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MARY E. BABCOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVE VAUGHAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

RESOLUTION: ADOPTED DEFEATED TABLED