



# TUSCOLA COUNTY

## Board of Commissioners

### BOARD MEETING AGENDA

Thursday, March 28, 2024 – 8:00 AM

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

***Public may participate in the meeting electronically:***

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: [meet.google.com/mih-jntr-jya](https://meet.google.com/mih-jntr-jya)

8:00 AM Call to Order - Chairperson Vaughan  
Prayer - Commissioner Bardwell  
Pledge of Allegiance - Commissioner Koch  
Roll Call - Deputy Clerk Judy Cockerill

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#### Adoption of Agenda

#### Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 6 - 25  
[Board of Commissioners - 14 Mar 2024 - Minutes - Pdf](#)  
[Board of Commissioners - 19 Mar 2024 - Minutes - Pdf](#)  
[Board of Commissioners - 25 Mar 2024 - Minutes - Pdf](#)

#### Brief Public Comment Period for Agenda Items Only

#### Consent Agenda

- [Committee of the Whole - 25 Mar 2024 - Minutes - Pdf](#) 26 - 28
1. Michigan State University Extension (MSUe) 2023 Tuscola County Annual Report
  2. Refill Vacant Part-time Custodian Position
  3. 2023 Year-End Adjustment to the Friend of the Court Budget

#### New Business

1. Upcoming Treasurer's Office Closure - Ashley Bennett, Treasurer
2. Mid-State Health Network 2024 Substance Use Disorder (SUD) Oversight Policy Advisory Board Intergovernmental Agreement - Clayette Zechmeister, Controller/Administrator  
[MSHN\\_SUD\\_OPB\\_Intergovernmental\\_Contract\\_APPROVED\(2\)](#)  
[2024 Intergovernmental Agreement Talking Points \(2\)](#) 29 - 39
3. Resolution Approving the Michigan Public Safety Communications Systems (MPSCS) Integration Agreement with Tuscola County - Jon Ramirez, Dispatch Director 40  
[Resolution 2024-04 Approving MI Public Safety Communications Agreement](#)
4. Michigan's Public Safety Communications System (MPSCS) Amended and Restated Integration Agreement - Jon Ramirez, Dispatch Director 41 - 69  
[DTMB-MPSCS Tuscola Co Int Agmt Part I amended and restated 2024-1-5 for signing](#)
5. Michigan's Public Safety Communications System (MPSCS) Member Subscriber Agreement with Tuscola County Central Dispatch - Jon Ramirez, Dispatch Director 70 - 82  
[DTMB-MPSCS Tuscola Co CD MSA to replace 2011 MSA for signing](#)

### Old Business

1. Personnel Committee Update on the Discussions with the New Controller/Administrator Mr. Neil Hammerbacher - Chairman Kim Vaughan and Commissioner Thomas Bardwell
2. Multi-County Materials Management Planning - Sanilac County 83  
[Memo to Collaborate with Surrounding Counties on Materials Management Planning](#)
3. Multi-County Materials Management Planning - Huron County
4. Multi-County Materials Management Planning - Lapeer County

### Correspondence/Resolutions

1. [Rap Grant and Check for AED Project](#) 84
2. [Legislative Update 3-15-24 - The Michigan Association of Counties](#) 85 - 98
3. [Legislative Update 3-22-24 - The Michigan Association of Counties](#) 99 - 105
4. [2024-003 Baraga County Resolution Citizens for Local Choice](#) 106 - 107
5. [2024-004 Baraga County Resolution My Kids Bill](#) 108 - 109

- |    |   |           |
|----|---|-----------|
| 6. | <a href="#"><u>Ogemaw County Resolution 24-36</u></a>   | 110       |
| 7. | <a href="#"><u>Ingham County Resolution #24-117</u></a> | 111 - 112 |

## 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

### **Lutz**

- Board of Health
- Community Corrections Advisory Board
- Department 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
- Human Development Commission Board of Directors Liaison

### **Koch**

- Behavioral Health Systems Board
- Recycling Advisory
- Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

**Bardwell**

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

NACo Rural Action Caucus (RAC)

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)

MAC Agricultural/Tourism Committee

Region VII Economic Development Planning

Saginaw Bay Coastal Initiative

Senior Services Advisory Council

Tuscola 2020

Local Units of Government Activity Report

**Other Business as Necessary**

**Extended Public Comment**

**Adjournment**

Note: If you need accommodations to attend this meeting, please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two (2) days in advance of the meeting.



# MINUTES

## Board of Commissioners

### Meeting

**8:00 AM - Thursday, March 14, 2024**

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

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Commissioner Vaughan called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, March 14, 2024, to order at 8:00 AM local time.

Prayer - Commissioner Vaughan

Pledge of Allegiance - Commissioner Lutz

Roll Call - Clerk Fetting

Commissioners Present In-Person: Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: Thomas Young, Thomas Bardwell

Others Present In-Person: Clerk Jodi Fetting, Tracy Violet, Clayette Zechmeister, Steve Anderson, Mike Miller, Jon Ramirez, Tyler Ray, Judge Jason E. Bitzer, Kristy Sutherland, Maryanne Eagle, Shelly Lutz

Also Present Virtual: Mary Drier, Mark Haney, Carrie Tabar, Debbie Babich, Steve Root, Shawn Robinson, Register Marianne Brandt, Tim Green, Cindy McKinney-Volz, Alecia Little, Sheriff Glen Skrent, Barry Lapp, Estee Bitzer, Shannon Beach, Jessica VanHove, Nick Sakon, Bob Baxter

At 8:06 a.m., there were a total of 14 participants attending the meeting virtually.

#### **Adoption of Agenda**

1. Adoption of Agenda -

2024-M-052

Motion by Bill Lutz, seconded by Matt Koch to adopt the agenda as corrected. Motion Carried.

#### **Action on Previous Meeting Minutes**

1. Action on Previous Meeting Minutes -

2024-M-053

Motion by Matt Koch, seconded by Bill Lutz to adopt the meeting minutes from the February 15, 2024 Regular meeting. Motion Carried.

**Brief Public Comment Period for Agenda Items Only**

None

**Consent Agenda**

2024-M-054

Motion by Matt Koch, seconded by Bill Lutz that the Consent Agenda Minutes and Consent Agenda Items from the February 12, 2024 and March 11, 2024 Committee of the Whole meeting be adopted. Motion Carried.

**CONSENT AGENDA**

1. Tuscola County Health Department 2022-2023 Financial Statements -  
Move to receive and place on file the Tuscola County Health Department 2022-2023 Financial Statements as presented by Heather Thomas-Verhaeghe, with Gardner, Provenzano, Thomas & Luplow P.C.
2. Purchase Request -  
Move to approve the request from Steve Anderson, Emergency Manager, to purchase six (6) Milwaukee MX Fuel Tower Lights for the County through a Homeland Security Project at an approximate cost of \$14,699.16. The cost will be reimbursed 100% by the grant. No budget amendments are necessary.
3. 2023 Drain Commissioner Annual Report -  
Move to accept and place on file the 2023 Drain Commission Annual Report.
4. 2024 Scrap Tire Clean-Up Grant Agreement -  
Move to approve the 2024 Scrap Tire Clean-Up Grant Agreement. All necessary signatures are authorized.
5. Michigan Association of Counties (MAC) Technical Assistance and Support for the Opioid - Settlement Funds -  
Move to approve the Michigan Association of Counties (MAC) technical assistance and support for the Opioid Settlement Funds.
6. Cabling for 171 N. State Street, PSB Building -  
Move that the quote from R & R Technical Services in the amount of \$37,800.00 be approved for data cabling in the PSB Building and appropriate budget amendments are authorized.

7. Request to Use Courthouse Lawn -

Move to approve the use of the Courthouse Lawn May 31, 2024 and June 1, 2024 for the 34th Annual Cars and Crafts Event.

8. Refill Vacant Full-Time Corrections Officer Position -

Move to approve the conditional job offer to David Ott to fill a vacant full-time Corrections Officer position. All pre-employment requirements have been met including a satisfactory background check, physical and drug test. His anticipated start date will be on or about March 4, 2024 at the Step 1 rate of \$19.73 per hour.

9. Refill Vacant Full-Time Help Desk Technician Position -

Move that per the recommendation of the Chief Information Officer, Eean Lee, that Brian Greanya be hired to refill the vacant Help Desk Technician position with a start date of March 18, 2024 contingent on favorable drug screen, physical and background check. Brian will start at the Step 1 rate of \$19.67 per hour. Also, any necessary potential budget adjustments are authorized.

10. Letter of Resignation - Stephen Erickson, Economic Development Commission (EDC) Executive Director -

Move to accept and place on file the Letter of Resignation from Stephen Erickson, Economic Development Commission (EDC) Executive Director. Steve will be resigning from the EDC Director position, the EDC Board, the County Landbank and the County Parks and Recreation Board effective immediately.

11. Mosquito Abatement Seasonal Employees -

Move to approve the hiring of the following individuals as Mosquito Abatement seasonal employees for the 2024 season pending satisfactory background checks and physicals: Mike Sherman, Richard Letts, Daniel Sockocki, Kirk Bauer, Mike Emery, David Osterhout, Kevin Gainforth, Rick Skinner, Marianne Daily, Rodney Spiers, Brandy Wynn, Dennis Haley, Rick Dominick, Joe Benjamin, Rod Reid, Brittany Benjamin, Bob Burcham, Ron Turner, Richard Avery, John Adamczyk, Cody Humphress, Lee Garnsey and Joe Sholes.

12. 2023 Homeland Security Grant Sub-Recipient Funding Agreement - Deputy Steven Anderson, Emergency Manager -

Move to approve the 2023 Homeland Security Grant Sub-Recipient Funding Agreement. All necessary signatures are authorized.



**New Business**

1. Reclassify Court Clerk to Deputy Court Clerk -  
Honorable Jason E. Bitzer, 71-B District Court Judge, presented to the Board regarding a staff reclassification that was requested during the 2024 Budget presentations to the Board. Amanda Thompson has successfully completed and received her certification as a Certified Court Recorder effective December 21, 2023. The Board would like more clarification on if the action can be retroactive into December 2023. Matter to be placed on the next Board agenda on Tuesday, March 19, 2024.
2. Service Maintenance Contract for Security Detection Equipment -  
Deputy Steven Anderson, Emergency Manager, presented the contract renewal.

## 2024-M-055

Motion by Matt Koch, seconded by Bill Lutz to approve the Annual Maintenance Contract Proposal No. S-2024-03.13 with Leidos Security Detection & Automation, Inc. in the amount of \$6,900.00 for the period of March 25, 2024 through March 24, 2025. Also, all necessary signatures are authorized. Motion Carried.

3. Update on Election -  
Jodi Fetting, Tuscola County Clerk, CCO, presented to the Board an update regarding the February 27, 2024 Presidential Primary Election. Overall there was a 30.7% Voter Turnout with approximately 50% voting early using Absentee voting or Early Vote Centers and approximately 50% voting on Election Day. Tuscola County had 857 Voters utilize an Early Vote Center which was higher than most of the surrounding counties. The next election will be on May 7, 2024 for a school proposal. Early Vote Centers will not be offered for this Special Election but will be offered again for August 2024 and November 2024.
4. Proposed Senior Home Delivered Meal Millage Language -

## 2024-M-056

Motion by Matt Koch, seconded by Bill Lutz to place the matters of Proposed Senior Home Delivered Meal Millage, 911 Dispatch Millage and Animal Control Millage on the Committee of the Whole agenda for April 8, 2024.

Motion Carried.

## 2024-M-057

Motion by Matt Koch, seconded by Bill Lutz to place the Senior Home Delivered Meal Millage Language, 911 Dispatch Millage Language and the Animal Control Millage Language to the April 8, 2024 Committee of the Whole for further discussion. Motion Carried.

5. 911 Dispatch Millage Language (matter added) -  
See Motion 2024-M-056.
6. Animal Control Millage Language (matter added) -  
See Motion 2024-M-056.

7. Purchase Request - Animal Control Director Vehicle and Equipment with Partial United States Department of Agriculture (USDA) Grant -  
Clayette Zechmeister and Tyler Ray presented the request to purchase a new truck as it was not included in the 2024 budget requests.

2024-M-058

Motion by Bill Lutz, seconded by Matt Koch to approve the purchase of truck and equipment up to \$53,398.91 for Animal Control for Equipment through the use of Provision of Government Services Fund balance. A United States Department of Agriculture (USDA) Grant will be used to offset the cost of the vehicle by approximately 15%. All budget amendments are authorized. Motion Carried.

8. Proposed Resolution 2024-03 Supporting Repeal Pat 8 as Added by Public Act 233 of 2023 -

2024-M-059

Motion by Matt Koch, seconded by Bill Lutz to approve Resolution 2024-03 Supporting Repeal Pat 8 as added by Public Act 233 of 2023. All necessary signatures are approved.

Yes: Kim Vaughan, Bill Lutz, and Matt Koch  
Absent: Thomas Young and Thomas Bardwell

Motion Carried.

9. Parking Lot Seal-Coating Bids -  
Matter pulled from the Consent Agenda and placed on the agenda.

2024-M-060

Motion by Bill Lutz, seconded by Matt Koch to award the Parking Lot Seal-Coating Bid for the Health Department parking lot at 1309 Cleaver Road and the Department of Health and Human Services parking lot at 1365 Cleaver Road to Yeager Asphalt at a cost of \$17,000.00. Motion Carried.

### **Old Business**

1. Updates Regarding the Controller/Administrator Position -  
The Personnel Committee, HR Director and current Controller/Administrator held interviews and are recommending 4 candidates to be interviewed by the entire Board. Interviews will be held at a special Board of Commissioners meeting on Tuesday, March 19, 2024. Proposed contract language shall be presented to the Personnel Committee by the Committee of the Whole meeting on March 25, 2024.

### **Correspondence/Resolutions**

1. Legislative Update 2-16-24 - The Michigan Association of Counties
2. Alpena County Resolution 23-20 Opposing Legislation Preempting Local Control for Solar & Wind Developments
3. Sanilac County Resolution for Local Choice 02202024

4. LEAD Flyer #2

**Commissioner Liaison Committee Reports**

***Bardwell***

Absent

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

***Vaughan***

Board of Health  
Meets tomorrow.

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

***Lutz***

Board of Health  
Meets tomorrow.

Community Corrections Advisory Board

Department 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  
Human Development Commission Board of Directors Liaison  
Update of residents served with various programs provided.

**Koch**

Behavioral Health Systems Board  
Recycling Advisory  
Meets April 4th.  
Jail Planning Committee  
MI Renewable Energy Coalition (MREC)  
Local Units of Government

**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)  
MAC Agricultural/Tourism Committee  
Region VII Economic Development Planning  
Saginaw Bay Coastal Initiative  
Senior Services Advisory Council  
Tuscola 2020  
Local Units of Government Activity Report  
Meals on Wheels -

**Other Business as Necessary**

1. Meals on Wheels Program Ride-a-long -  
Clayette Zechmeister provided a list of the Commissioners names to potentially participate.

2. Labor Contract Updates -  
Clayette stated that there are two outstanding contracts yet with a resolution close on one but a closed session will need to be scheduled.
3. MMRMA Grant Opportunities -  
Commissioner Lutz provided an update from a recent MMRMA meeting he attended and encouraged Departments to research available grant opportunities. Shelly Lutz will send a list of potential opportunities to Department Heads.

**Extended Public Comment**

-Jon Ramirez provided information on a fundraiser on Saturday, March 16, 2024 from Noon to 4pm at the Fowler Center to raise funds for the Tumblin Family.

**Adjournment**

2024-M-061

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 9:15 a.m.  
Motion Carried.

Jodi Fetting  
Tuscola County Clerk, CCO

DRAFT



# MINUTES

## Board of Commissioners

### Meeting

**8:00 AM - Tuesday, March 19, 2024**

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

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Commissioner Vaughan called the special meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Tuesday, March 19, 2024, to order at 8:00 AM local time.

Prayer - Commissioner Lutz

Pledge of Allegiance - Commissioner Vaughan

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Bardwell, Kim Vaughan, Bill Lutz

Commissioners Absent: Thomas Young, Matt Koch

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Steve Anderson, Mike Miller, Jon Ramirez, Treasurer Ashley Bennett, Karen Snider, Martin Prozondek, Cindy Hughes, Katie Robinson, Judy Cockerill, Drain Commissioner Bob Mantey, Dan Grimshaw, Cody Horton, Sheila Long, Shelly Lutz, Neil Hammerbacher, Curtis Blackhurst, Caryn Michalak, Erica Dibble, Amanda Ertman, Judge Jason E. Bitzer

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Alecia Little, Carrie Tabar, Cindy McKinney-Volz, Crystal Knoblock, Debbie Babich, Echo Torrez, Steve Root, Angie Daniels, Renee Francisco, Estee Bitzer, Kate VanAuken, Nicole Friday, Dara Hood, Tom Young, Chad Tumblin, Barry Lapp, Jodi Barrons, Angie House, Greg Ryneerson

At 8:03 a.m., there were a total of 21 participants attending the meeting virtually.

#### **Adoption of Agenda**

1. Adoption of Agenda -

2024-M-062

Motion by Bill Lutz, seconded by Thomas Bardwell to adopt the agenda as presented.  
Motion Carried.

**Brief Public Comment Period for Agenda Items Only**

None

**Consent Agenda**

None

**New Business**

1. Scheduled Interviews for Controller/Administrator Position -
  1. Neil Hammerbacher
  2. Curtis Blackhurst
  3. Caryn Michalak
  4. Erica Dibble

The Board interviewed each candidate separately allowing for an opportunity for questions and answers as to the candidates qualifications to be the next Controller/Administrator. Each candidate was given approximately 30 minutes.

Recessed at 10:09 a.m.

Reconvened at 10:18 a.m.

At 10:18 a.m., there were a total of 27 participants attending the meeting virtually.

2. Next Steps for Hiring the Controller/Administrator -

The Board members that were present discussed what they each felt were important qualifications for a candidate to encompass for the Controller/Administrator position. Each of the Commissioners stated that a background in finance is important.

The Board would like the matter added to the Committee of the Whole meeting on March 25, 2024 for further discussion.

3. Resignation Letter from Eric Wanink, Chief Assistant Prosecuting Attorney -

2024-M-063

Motion by Bill Lutz, seconded by Thomas Bardwell to accept with regret the Letter of Resignation from Eric F. Wanink, Chief Assistant Prosecuting Attorney, effective April 23, 2024. Mr. Wanink has served the Tuscola County Prosecutor's Office for almost 21 years, over 15 years as Chief Assistant Prosecutor.

Motion Carried.

**Old Business**

None

**Correspondence/Resolutions**

1. Legislative Update 3-1-24 - The Michigan Association of Counties
2. Legislative Update 3-8-24 - The Michigan Association of Counties

**Commissioner Liaison Committee Reports**

***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)
- MAC Agricultural/Tourism Committee
- Region VII Economic Development Planning
- Saginaw Bay Coastal Initiative
- Senior Services Advisory Council
- Tuscola 2020
- Local Units of Government Activity Report

***Bardwell***

No Report

- Behavioral Health Systems Board
- Caro DDA/TIFA
- Economic Development Corp/Brownfield Redevelopment
- MAC 7th District
- MAC Workers Comp Board
- MAC Finance Committee
- NACo Rural Action Caucus (RAC)
- Local Units of Government Activity Report



**Vaughan**

No Report

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

**Lutz**

No Report

Board of Health

Community Corrections Advisory Board

Department 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

Human Development Commission Board of Directors Liaison

**Koch**

Absent

Behavioral Health Systems Board

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

**Other Business as Necessary**

-Clerk Fetting stated there is a May 2024 Special Election with Caro Community Schools placing an Operating Millage Renewal and Bond Proposal on the ballot.

-Clayette Zechmeister stated that the marijuana revenue has been received which Tuscola County received more than what was budgeted. The additional funds will be placed in the County's Contingency Fund.

At 10:47 a.m., there were a total of 26 participants attending the meeting virtually.

**Extended Public Comment**

-Judy Cockerill stated there is one clear candidate that understands the duties of the position and has the financial reporting background of county government.

**Adjournment**

2024-M-064

Motion by Bill Lutz, seconded by Thomas Bardwell to adjourn the meeting at 10:48 a.m. Motion Carried.

Jodi Fetting  
Tuscola County Clerk, CCO

DRAFT



# MINUTES

## Board of Commissioners

### Meeting

**8:00 AM - Monday, March 25, 2024**

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

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Commissioner Vaughan called the special meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Monday, March 25, 2024, to order at 8:00 AM local time.

Prayer - Commissioner Koch

Pledge of Allegiance - Commissioner Lutz

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: Thomas Young

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Jon Ramirez, Cindy Hughes, Sheila Long, Judy Cockerill, Register Marianne Brandt, Treasurer Ashley Bennett, Shelly Lutz, Drain Commissioner Bob Mantey, Bob Baxter, Karley Creguer, Nola Auernhamer, ReAnna Wilkerson

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Alecia Little, Brandon Bertram, Crystal Knoblock, Debbie Babich, Jamie Nisidis, Tom Young, Katie Robinson, Shirely Schaefer, Greg Rynearson, Sheriff Glen Skrent, Martin Prozondek, Angie Daniels, Shawn Robinson, Amanda Ertman, Steve Root, Cody Horton, Renee Francisco, Kate VanAuken, Heather Malloy, Karlee Romain, Barry Lapp, Ashley Gaudett, Shannon Beach, Brenda Peters, Linda Strasz, Tim Green, Jodi Barrons

At 8:02 a.m., there were a total of 27 participants attending the meeting virtually.

#### **Adoption of Agenda**

1. Adoption of Agenda -

2024-M-065

Motion by Bill Lutz, seconded by Matt Koch to adopt the agenda as presented. Motion Carried.

**Brief Public Comment Period for Agenda Items Only**

- Judy Cockerill, Deputy Clerk, spoke in support of Neil Hammerbacher.
- Jodi Fetting, County Clerk, read a statement in support of Neil Hammerbacher.
- Bob Mantey, Drain Commissioner, read a statement in support of Neil Hammerbacher.
- Ashley Bennett, County Treasurer, read a statement in support of Neil Hammerbacher.

**Consent Agenda**

None

**New Business**

1. Closed Session for Labor Negotiations -

2024-M-066

Motion by Bill Lutz, seconded by Thomas Bardwell that the Board meet in Closed Session, pursuant to Section 8(c) of the Open Meetings Act, in order to discuss strategy connected with the negotiation of collective bargaining agreements with Jamie Nisidis with Braun Kendrick (virtual), Clayette Zechmeister, Jodi Fetting, Shelly Lutz, Robert Baxter and Eean Lee to be allowed to attend this closed session at 8:15 a.m.

Yes: Thomas Bardwell, Kim Vaughan, Bill Lutz, and Matt Koch  
Absent: Thomas Young

Motion Carried.

Closed Session at 8:15 a.m.

Reconvened from Closed Session at 8:37 a.m.

At 8:37 a.m., there were a total of 31 participants attending the meeting virtually.

2. Labor Negotiations Potential Action -

Clayette Zechmeister stated the Contingency Fund has a balance of \$344,810.00 which was reserved primarily for labor negotiations. There is currently \$104,120.00 available. Approximately, half of the unassigned fund balance has been exhausted for the contingency fund.

2024-M-067

Motion by Thomas Bardwell, seconded by Matt Koch that Tuscola County accept and ratify the March 13, 2024 tentative agreement with the Police Officers Association of Michigan (POAM), Correction Officer Unit. Also, further move that Chairman Vaughan is authorized to execute a final Collective Bargaining Agreement and all other necessary documents consistent with the terms of the March 13, 2024 tentative agreement with an effective date of January 1, 2024, with the exception of the Nationwide 457 which is currently being set up. The date for Nationwide to take effect will be determined upon completion of plans and enrollment. Also, all necessary budget adjustments are authorized. Motion Carried.

3. Reclassify Court Clerk to Deputy Court Clerk/Court Recorder - Honorable Jason E. Bitzer, 71-B District Court Judge, presented the request at the March 14, 2024 meeting. Clayette Zechmeister stated the Court's budget has been reviewed and the necessary funds are available.

2024-M-068

Motion by Bill Lutz, seconded by Thomas Bardwell that per the March 13, 2024 request from Judge Gierhart dated March 13, 2024 that Amanda Thompson be reclassified from Deputy Court Clerk to Deputy Court Clerk/Court Recorder effective December 21, 2023.

Also, approve the following 2024 budget amendments to the Unified Court Budget:

Increase:

- 101-130-704-000 - \$3,210.00
- 101-130-715-000 - \$246.00
- 101-130-718-000 - \$161.00
- 101-130-710-000 - \$96.00
- 101-130-704-030 - \$56.00

Decrease:

- 101-130-805-020 - \$3,769.00 Motion Carried.

- 4. Discussion Regarding the Replacement of the Retiring Controller/Administrator -  
-Clayette Zechmeister stated as the Controller/Administrator the Financial duties are a higher priority than the Administrative duties.

-Commissioner Vaughan agreed with Clayette Zechmeister that Finance is the largest portion of the job.

-Commissioner Bardwell stated a licensed CPA has the job traits that are attributed to handling the Financial and Budgetary portions of the job.

-Commissioner Bardwell stated the Controller/Administrator is the highest-level employee of the County as the Chief Financial Officer and the Chief Administrative Officer. The Board needs to have a leader that they can trust and follow in the upcoming budget years.

-Commissioner Vaughan stated that looking for a candidate to handle the finances of the County is best.

- 5. Vote on Refilling the Controller/Administrator Position -

2024-M-069

Motion by Matt Koch, seconded by Thomas Bardwell that Neil Hammerbacher be offered the Controller/Administrator position contingent upon satisfactory background check and physical. Motion Carried.

-Shelly Lutz stated from her previous conversation with Mr. Hammerbacher that he could assume the role beginning April 1, 2024 with some scheduling flexibility through June 30, 2024.

-Commissioner Bardwell clarified the Controller/Administrator job posting did have a salary range of up to \$120,000.00.

-Personnel Committee meeting to be scheduled with Mr. Hammerbacher to discuss acceptance of the position and compensation range.

**Old Business**

None

**Correspondence/Resolutions**

None

**Commissioner Liaison Committee Reports**

*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)  
MAC Agricultural/Tourism Committee  
Region VII Economic Development Planning  
Saginaw Bay Coastal Initiative  
Senior Services Advisory Council  
Tuscola 2020  
Local Units of Government Activity Report

***Bardwell***

No Report

Behavioral Health Systems Board  
Caro DDA/TIFA  
Economic Development Corp/Brownfield Redevelopment  
MAC 7th District  
MAC Workers Comp Board  
MAC Finance Committee  
NACo Rural Action Caucus (RAC)  
Local Units of Government Activity Report

***Vaughan***

No Report

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

**Lutz**

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Commissioner Young has been re-appointed as the Chair.

Jail Planning Committee

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

Watertown Township has received a \$40,000.00 Grant from Frankenmuth Credit Union to use towards the purchase of Jaws of Life.

Human Development Commission Board of Directors Liaison

Discussed a handout regarding Meals on Wheels Across America

**Koch**

No Report

Behavioral Health Systems Board

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

**Other Business as Necessary**

None

At 9:06 a.m., there were a total of 34 participants attending the meeting virtually.

**Extended Public Comment**

-Clerk Fetting thanked the Board for appointing Neil Hammerbacher as the next Controller/Administrator.



**Adjournment**

2024-M-070

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 9:16 a.m.  
Motion Carried.

Jodi Fetting  
Tuscola County Clerk, CCO

DRAFT



# MINUTES

## Committee of the Whole Meeting

**9:26 AM - Monday, March 25, 2024**

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

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Commissioner Vaughan called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, March 25, 2024, to order at 9:26 AM local time.

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: Thomas Young

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Cindy Hughes, Karly Creguer, Nola Auernhamer, ReAnna Wilkerson, Mark Putnam

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Renee Francisco, Crystal Knoblock, Debbie Babich, Alecia Little, Amanda Ertman, Ashley Gaudett, Barry Lapp, Carrie Tabar, Cody Horton, Greg Rynearson, Jon Ramirez, Katie Robinson, Bob Baxter, Shirley Schaefer, Steve Root, Tom Young

At 9:26 a.m., there were a total of 22 participants attending the meeting virtually.

### **New Business**

1. Michigan State University Extension (MSUe) 2023 Tuscola County Annual Report - Karly Creguer and ReAnna Wilkerson presented the annual report. Matter to be placed on the Consent Agenda.
2. Vacated Garage Space - Robert Baxter, Undersheriff, requested use of the storage area that has been vacated next to the maintenance garage. There are some records still being stored there for Building Codes that a space needs to be found for and/or to have the records digitally scanned. Clerk Fetting offered to reach out to the vendor US Imaging in order to get pricing on both options. Clerk Fetting also offered to assist with this project with Clayette up until her retirement and then afterwards if needed. Director Miller will get an estimate of records that will need addressed. Matter to be added to an upcoming agenda once more information has been gathered.

3. Multi-County Materials Management Planning -  
Mike Miller, Building and Grounds/Recycling Director, reviewed how the multi-county plans could be written. There will need to be a separate motion for each county that Tuscola County chooses to enter into an agreement with. Matter to be placed on Thursday's agenda.

Mike Miller has been approached by a German Company that would like to partner with Tuscola County in this matter. That discussion will be placed on an agenda in April for more information to be presented.

4. Refill Vacant Part-time Custodian Position -  
Mike Miller, Building and Grounds/Recycling Director, presented the request. Matter to be placed on the Consent Agenda.

**Old Business**

None

**Finance/Technology**

***Primary Finance/Technology***

1. 2023 Year End Adjustment to the Friend of the Court Budget -  
Clayette Zechmeister presented the request to appropriate funds from the 2023 General Fund year end budget to remain in compliance for the year ending 2023 to the Friend of the Court budget. Cindy Hughes is monitoring the CRP Fund on a monthly basis. Matter to be placed on the Consent Agenda.
2. Distribution of Opioid Settlement Funds -  
Clayette Zechmeister stated a presentation will be scheduled for the next Committee of the Whole meeting with a presentation to the Task Force on April 12, 2024.

***On-Going and Other Finance***

None

***On-Going and Other Technology***

Eean Lee stated he is working with vendors in the renewal of contracts to attempt to keep the cost of renewals from increasing.

**Building and Grounds**

**Primary Building and Grounds**

-Clerk Fetting stated US Imaging can meet tomorrow to see what records we would have in order to give a price for storage and/or imaging Building Codes records. Director Miller is available so once a price is determined the matter can be brought back to the Board.

-Director Miller stated the project at the Purdy Building is progressing forward and will be another 3 to 4 weeks.

-Director Miller stated the PSB Building is being worked on and progressing forward.

**On-Going and Other Building and Grounds**

None

**Personnel**

**Primary Personnel**

None

**On-Going and Other Personnel**

None

**Other Business as Necessary**

-Commissioner Bardwell provided an update on the alternative road for the Amish to travel instead of M-53.

**Public Comment Period**

None

**Adjournment**

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 10:45 a.m.  
Motion Carried.

Jodi Fetting  
Tuscola County Clerk, CCO

**INTERGOVERNMENTAL CONTRACT FOR THE ESTABLISHMENT OF A  
SUBSTANCE USE DISORDER OVERSIGHT POLICY BOARD**

This Contract (this "Contract") is made as of the date it is fully executed and signed, by and among Mid-State Health Network ("MSHN"), Arenac County, Bay County, Clare County, Clinton County, Eaton County, Gladwin County, Gratiot County, Hillsdale County, Huron County, Ingham County, Ionia County, Isabella County, Jackson County, Mecosta County, Midland County, Montcalm County, Newaygo County, Osceola County, Saginaw County, Shiawassee County and Tuscola County (individually referred to as the "County," and collectively referred to as the "Counties"). This Contract is authorized and undertaken pursuant to Section 287 of the Michigan Mental Health Code (Public Act 258 of 1974, as amended the "Code"), the Michigan Intergovernmental Transfer of Functions and Responsibilities Act (Public Act 8 of 1967) and/or the Michigan Intergovernmental Contracts between Municipal Corporations Act (Public Act 35 of 1951).

**RECITALS**

MSHN is a community mental health regional entity formed under the Mental Health Code, MCL 330.1204b, that has submitted its Application For Participation as a Prepaid Inpatient Health Plan ("PIHP") under 42 CFR Part 438.

The Counties are located in a region designated by the Michigan Department of Health and Human Services ("MDHHS") as Region 5 under MDHHS's restructuring of PIHPs in Michigan.

Under 2012 PA 500 and 2012 PA 501, the coordination of the provision of substance use disorder services will be transferred, no later than October 1, 2014, from existing coordinating agencies to community mental health entities designated by MDHHS to represent a region of community mental health authorities, community mental health organizations, community mental health services programs or county community mental health agencies, as defined under MCL 330.1100a.

MSHN represents twelve (12) community mental health organizations in Region 5 and qualifies as a MDHHS-designated community mental health entity to coordinate the provision of substance use disorder services in Region 5.

MSHN, as a MDHHS-designated community mental health entity, is required, under MCL 330.1287(5) to establish a Substance Use Disorder Oversight Policy Board (SUD Policy Board) through a contractual agreement, under appropriate law, between MSHN and each of the Counties in Region 5.

MSHN and the Counties desire to enter into this Contract to establish a SUD Policy Board.

NOW, THEREFORE, in furtherance of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

**PURPOSE**

**Section 1.1 PURPOSE.** The purpose of this Contract is to set forth the terms and conditions for the establishment of a SUD Policy Board pursuant to MCL 330.1287(5).

## ARTICLE II

### SUD POLICY BOARD

**Section 2.1 FUNCTIONS AND RESPONSIBILITIES.** The SUD Policy Board shall have the following functions and responsibilities:

2.1.1 Approval of any portion of MSHN's budget that contains 1986 PA 2 (MCL 211.24e(11)), funds ("PA 2 Funds") for the treatment or prevention of substance use disorders which shall be used only for substance use disorder treatment and prevention in the Counties from which the PA 2 Funds originated;

2.1.2 Advise and make recommendations regarding MSHN's budgets for substance use disorder treatment or prevention using non-PA 2 Funds; and

2.1.4 Advise and make recommendations regarding contracts with substance use disorder treatment or prevention providers.

2.1.5 In addition, the SUD Policy Board may be assigned by MSHN to advise and make recommendations to MSHN regarding any other matters as agreed to by the Counties and MSHN including advising and making recommendations to MSHN on issues regarding:

2.1.5.1 Methods, policies or practices to ensure quality of SUD services including culturally competent policy and practices for the delivery of those services;

2.1.5.2 Methods, policies or practices to ensure that SUD services made available through the PIHP/Regional Entity are accessible, responsive to regional needs, available to all segments of the community, and are delivered in a comprehensive manner;

2.1.5.3 Reviewing and/or providing recommendations regarding the strategic plan developed by the PIHP/Regional Entity to address the prevalence of SUD in the service areas from a recovery-oriented systems of care (ROSC) perspective and approach;

2.1.5.4 Reviewing and/or providing recommendations regarding the establishment of sustainability plans for ROSC initiatives to include prevention, treatment and recovery supports;

2.1.5.5 Reviewing and/or providing recommendations to expand and coordinate resources and activities with other agencies, community organizations and individuals to support the mission of the PIHP/Regional Entity where ROSC are concerned;

2.1.5.6 Methods, policies or practices to provide an opportunity for public comment, and receive and review comments on matters relevant to SUD prevention, treatment and recovery within the communities serviced by the PIHP/Regional Entity;

2.1.5.7 Reviewing and/or providing recommendations on the annual application for the federal block grant, as well as the renewal and issuance of SUD services licenses;

2.1.5.8 Reviewing and/or providing recommendations on the progress and effectiveness of the delivery of SUD services in the region;

**Section 2.2 APPOINTMENT/COMPOSITION.** The Board of Commissioners of each of the Counties shall appoint one (1) voting member of the MSHN SUD Policy Board and one (1) alternate. The Board of Commissioners may appoint County Commissioners or others, as allowed by Michigan law, that it deems best represents the interests of its County. While the appointment decision is vested within the sole authority of the each County Board of Commissioners, Parties to this Agreement acknowledge that MDHHS encourages appointments which represent the cultural diversity of the area served, appointments of persons in recovery from a substance use disorder, underserved populations and other related constituencies such as education, health, and social services agencies; advocacy organizations; public or private substance abuse prevention, treatment or recovery providers; members of the general public, including civic organizations and the business community. The alternate shall be a voting member only if representing in the absence of the appointed member.

**Section 2.3 TERM.** The term of membership for a member of the MSHN SUD Policy Board shall be three (3) years, beginning in September and ending in August. Members may be reappointed to additional or successive terms in the discretion of the respective Board of Commissioners.

**Section 2.4 VACANCIES.** A vacancy on the SUD Policy Board shall be filled by the County that originally filled the vacated position in the same manner as an appointment.

**Section 2.5 REMOVAL.** By majority vote of the Board of Commissioners, a County that appointed a SUD Policy Board member may remove its appointee at any time with or without cause. The SUD Policy Board is responsible for informing the relevant County of any lack of participation or attendance by the County's appointed SUD Policy Board member.

**Section 2.6 ETHICS AND CONFLICTS OF INTEREST.** The SUD Policy Board shall adhere to all conflict of interest and ethics laws applicable to public officers and public servants, serving as members of the SUD Policy Board.

**Section 2.7 COMPLIANCE WITH LAWS.** MSHN, the Counties and the SUD Policy Board shall fully comply with all applicable laws, regulations and rules, including without limitation 1976 PA 267 (the "Open Meetings Act"), 1976 PA 422 (the "Freedom of Information Act"), 2012 PA 500, 2012 PA 501 and 1986 PA 2. MSHN and the Counties, as required by law, shall not discriminate against any Board member or applicant for appointment to the Board because of race, color, religion, sex (including gender identity or expression, sexual orientation and pregnancy), genetic information, national origin, age, disability, veteran status, marital status, or any other characteristic protected by law that is unrelated to the individual's ability to perform the duties of a particular job. Breach of this section shall be regarded as a material breach of this Agreement.

**Section 2.8 BYLAWS.** The SUD Policy Board shall adopt Bylaws which may be amended by the SUD Board as provided in those Bylaws subject to the review and approval of MSHN.

## ARTICLE III

### MSHN

**Section 3.1 FUNDING.** Each County will provide MSHN funding, as required by Section 24e of the General Property Tax Act (MCL 211.24e as amended) to be used only for substance abuse prevention and treatment programs in each County. MSHN shall ensure that funding dedicated to substance use disorder services shall be retained for substance use disorder services and not diverted to fund services that are not for substance use disorders. MCL 330.1287(2).

## ARTICLE IV

### TERM AND TERMINATION AND DISPUTE RESOLUTION

**Section 4.1 TERM.** The Term of this Contract shall commence as of the date it is fully executed and signed by all parties and shall continue for three years unless terminated at an earlier date as provided in Section 4.2. This Agreement is subject to the precondition that this Agreement be approved by concurrent resolution by each and every County. A copy of this Agreement once approved will be filed with the Secretary of State for the State of Michigan.

**Section 4.2 TERMINATION.** Any party may terminate its participation as a Party to this Contract at any time for any or no reason by giving all other parties thirty (30) days written notice of the termination. Any notice of termination of this Contract shall not relieve either party of its obligations incurred prior to the effective date of such termination.

**Section 4.3 DISPUTE RESOLUTION.** The Chief Executive Officer of MSHN will attempt to resolve disputes through discussion with the Chairperson of the SUD Policy Board or County Controller or Administrator, as needed. Occasionally disputes may arise between the SUD Policy Board and MSHN, or one or more of the Counties and MSHN, arising out of and relating to this Agreement or a breach thereof which cannot be resolved through amicable discussion. In such cases, if the dispute remains unresolved:

4.3.1 If the dispute is between MSHN and the SUD Policy Board, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and SUD Policy Board in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If no mutual agreement is reached, the decision of MSHN as adopted by a majority vote of the MSHN Board will be deemed final.

4.3.2 If the dispute is between MSHN and one or more of the Counties, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and representatives of one or more County Boards in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If MSHN or one or more of the Counties remain dissatisfied, the Parties may mutually agree to non-binding mediation. If non-binding mediation is agreed to, the Parties may mutually agree upon a mediator or submit a request that mediation be administered by the American Arbitration Association under its Mediation Procedures before resorting to arbitration, litigation, or some other



dispute resolution procedure. The Parties recognize that mediation is a non-binding process to assist them to resolve their disputes by making their own free and informed choices, and that the mediator will have no authority to impose a settlement on any party but only to discuss and suggest options for resolution. If the Parties do not agree to mediation, or if the Parties do not reach a mutually agreeable settlement through mediation within 30 days after initiation of mediation, the Parties may pursue any other dispute resolution or legal recourse as provided by law. The mediation process will take place at a reasonably convenient location to be agreed upon by the parties or determined by the mediator. At the option of the Parties, mediation sessions may take place by telephone or video conference or online when the technology is available. Administrative fees and mediator compensation for the process will be paid equally by the Parties to the dispute.

## ARTICLE V

### LIABILITY

**Section 5.1 LIABILITY/RESPONSIBILITY.** No party shall be responsible for the acts or omissions of the other party or the employees, agents or servants of any other party, whether acting separately or jointly with the implementation of this Contract. Each party shall have the sole nontransferable responsibility for its own acts or omissions under this Contract. The parties shall only be bound and obligated under this Contract as expressly agreed to by each party and no party may otherwise obligate any other party.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.1 AMENDMENTS.** This Contract shall not be modified or amended except by a written document signed by all parties hereto.

**Section 6.2 ASSIGNMENT.** No party may assign its respective rights, duties or obligations under this Contract.

**Section 6.3 NOTICES.** All notices or other communications authorized or required under this Contract shall be given in writing, either by personal delivery or certified mail (return receipt requested) and shall be deemed to have been given on the date of personal delivery or the date of the return receipt of certified mail.

**Section 6.4 ENTIRE AGREEMENT.** This Contract shall embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. There are no other agreements or understandings, oral or written, between the parties with respect to the subject matter hereof and this Contract supersedes all previous negotiations, commitments and writings with respect to the subject matter hereof.

**Section 6.5 GOVERNING LAW.** This Contract is made pursuant to, and shall be governed by, construed, enforced and interpreted in accordance with, the laws and decisions of the State of Michigan.

**Section 6.6 BENEFIT OF THE AGREEMENT.** The provisions of this Contract shall not inure to the benefit of, or be enforceable by, any person or entity other than the parties and

any permitted successor or assign. No other person shall have the right to enforce any of the provisions contained in this Contract including, without limitation, any employees, contractors or their representatives.

**Section 6.7 ENFORCEABILITY AND SEVERABILITY.** In the event any provision of this Contract or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Contract, as the case may require. This Contract shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

**Section 6.8 CONSTRUCTION.** The headings of the sections and paragraphs contained in this Contract are for convenience and reference purposes only and shall not be used in the construction or interpretation of this Contract.

**Section 6.9 COUNTERPARTS.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, but together shall constitute one and the same agreement.

**Section 6.10 EXPENSES.** Except as is set forth herein or otherwise agreed upon by the parties, each party shall pay its own costs, fees and expenses of negotiating and consummating this Contract, the actions and agreements contemplated herein and all prior negotiations, including legal and other professional fees.

**Section 6.11 REMEDIES CUMULATIVE.** All rights, remedies and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies and benefits or of any other rights, remedies and benefits provided by law. All such rights and remedies may be exercised singly or concurrently on one or more occasions.

**Section 6.12 BINDING EFFECT.** This Contract shall be binding upon the successors and permitted assigns of the parties.

**Section 6.13 NO WAIVER OF GOVERNMENTAL IMMUNITY.** The parties agree that no provision of this Contract is intended, nor shall it be construed, as a waiver by any party of any governmental immunity or exemption provided under the Mental Health Code or other applicable law.

**ARTICLE VII**

**CERTIFICATION OF AUTHORITY TO SIGN THIS CONTRACT**

The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Contract on behalf of said parties, and that this Contract has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(ies), copies of which shall be provided to MSHN.

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Contract as of the dates noted below.

**MID-STATE HEALTH NETWORK REGIONAL ENTITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**ARENAC COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**BAY COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**CLARE COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**CLINTON COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**EATON COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**GLADWIN COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**GRATIOT COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**HILLSDALE COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**HURON COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**INGHAM COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**IONIA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**ISABELLA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**JACKSON COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**MECOSTA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**MIDLAND COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**MONTCALM COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**NEWAYGO COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**OSCEOLA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**SAGINAW COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**SHIAWASSEE COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**TUSCOLA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**MSHN 2024 SUBSTANCE USE DISORDER (SUD) OVERSIGHT POLICY ADVISORY BOARD  
INTERGOVERNMENTAL AGREEMENT**

**Background:** Mid-State Health Network (MSHN) is a Community Mental Health Regional Entity formed under the Mental Health Code and PA500/501 of 2012 and designated as Region 5 under the Michigan Department of Health and Human Services' (MDHHS) Prepaid Inpatient Health Plan (PIHP) structure in Michigan. MSHN represents 21 Michigan counties, and is designated by MDHHS to coordinate the provision of Substance Use Disorder (SUD) services within its region. Per MDHHS requirement, Region 5 established its SUD Oversight Policy Advisory Board in 2013 through contractual agreement with each of MSHN's 21-counties, designating membership of one (1) representative from each county. Pursuant to the Mental Health Code, and MDHHS requirement, the Intergovernmental Agreement for MSHN's SUD Oversight Policy Board was fully executed in July of 2021, for a term of three (3) years.

**Renewing MSHN's Intergovernmental Agreement:**

- The Intergovernmental Agreement is a contractual agreement authorized and undertaken pursuant to Section 287 of the Michigan Mental Health Code (Public Act 2258 of 1974); the Michigan Transfer of Functions and Responsibilities Act (Public Act 8 of 1967) and the Michigan Intergovernmental Contracts between Municipal Corporations Act (Public Act 35 of 1951)
- The Intergovernmental Agreement is a contractual agreement which sets forth the terms and conditions of the SUD Oversight Policy Board pursuant to MCL 330.1287(5).
- MSHN, as a MDHHS-designated community mental health entity is required, under MCL 330.1287(5), to maintain the contractual agreement between it and each of the 21 counties within Region 5. Counties include: Arenac, Bay, Clare, Clinton, Eaton, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Mecosta, Midland, Montcalm, Newaygo, Osceola, Saginaw, Shiawassee and Tuscola.
- MSHN's SUD Oversight Policy Advisory Board has reviewed the contract for renewal, and authorized distribution to each of MSHN's 21-counties.
  - Revision to add language of alternate appointments and voting members in Section 2.2: Appointment/Composition.
  - Revision to Section 2.3: Term, to identify the term period reflected in the MSHN Bylaws.
  - Addition of non-discrimination language to Section 2.7: Compliance with Laws.

**REQUESTED ACTION BY FRIDAY, APRIL 12, 2024:** The Intergovernmental Agreement must be renewed/fully executed prior to the current agreement's expiration date of July 2024.

- To fully execute, the Intergovernmental Agreement requires signature by each county's administrator or authorized designee.
- Return completed agreement to:
  - Mid-State Health Network  
Attention: Sheryl Kletke: [Sheryl.Kletke@midstatehealthnetwork.org](mailto:Sheryl.Kletke@midstatehealthnetwork.org)  
530 W. Ionia Street, Suite F  
Lansing, MI 48933

# TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street  
Suite 500  
Caro, MI 48723

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

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 28<sup>th</sup> day of March 2024, with the meeting called to order at \_\_\_\_\_ a.m.

Commissioners Present:  
Commissioners Absent:

The following resolution was offered by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_,

## Resolution 2024-04

### Approving the Michigan Public Safety Communications Systems Integration Agreement with Tuscola County

**BE IT HEREBY RESOLVED**, that the Tuscola County Board of Commissioners approves the Michigan Public Safety Communications Systems Integration Agreement with Tuscola County; and

**BE IT FURTHER RESOLVED** that Kim Vaughan, Chairman of the Tuscola County Board of Commissioners, is authorized to sign the aforementioned agreement.

#### RESOLUTION ADOPTED.

STATE OF MICHIGAN

COUNTY OF TUSCOLA

Yes:

No:

Absent:

\_\_\_\_\_  
Kim Vaughan, Chair  
Tuscola County Board of Commissioners

I, Jodi Fetting, Clerk of the County of Tuscola, do hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by the Tuscola County Board of Commissioners on March 28, 2024.

\_\_\_\_\_  
Jodi Fetting  
Tuscola County Clerk, CCO



**MICHIGAN’S PUBLIC SAFETY COMMUNICATIONS SYSTEM  
AMENDED AND RESTATED INTEGRATION AGREEMENT  
WITH  
TUSCOLA COUNTY**

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This Michigan’s Public Safety Communications System Amended and Restated Integration Agreement (Agreement), amends and replaces the November 7, 2014 Integration Agreement between the State of Michigan (State), by its Department of Technology, Management, and Budget, Office of the Michigan’s Public Safety Communications System (DTMB-MPSCS), and Tuscola County, acting through the Tuscola County Central Dispatch (Member) and is comprised of a Pre-Integration Section (“Part I”) for console and full integration, and if applicable, a Final Integration Section (“Part II”) for full integration preventative maintenance responsibilities. DTMB-MPSCS and Member together are referred to as the “Parties”.

**PART I  
PRE-INTEGRATION AGREEMENT**

**WHEREAS**, DTMB-MPSCS manages and operates the Michigan’s Public Safety Communications System (MPSCS), a statewide public safety communications system;

**WHEREAS**, the Member is implementing a communications system by acquiring new equipment for existing communications facilities which will be integrated into the MPSCS for interoperability;

**WHEREAS**, the Member has independently evaluated mobile and portable radio communication coverage options and believes that it can enhance its mobile and portable radio coverage and/or capacity by integrating into the MPSCS;

**WHEREAS**, DTMB-MPSCS desires to obtain enhanced MPSCS radio coverage and/or capacity, for portable and mobile communications, within the Member’s coverage areas;

**WHEREAS**, the Parties agree that Part I is an independent agreement until, and if applicable, Part II will be entered into for a full integration, at which time the Parties agree that the terms and conditions of both Part I and II will be integrated into one controlling agreement as of Part II’s effective date.

**THEREFORE**, the Parties agree to commence the technical process prerequisites to integrate into the MPSCS (collectively “the Network”), including if applicable, co-location of Member’s Communications Equipment on MPSCS facilities in accordance with a MPSCS Co-location License Agreement between the Parties, for interoperable and enhanced communications coverage as follows:

1. **DEFINITIONS FOR PURPOSES OF PART I OF THIS AGREEMENT.**

**A. 9-1-1 Dispatch Center**—means a public safety radio communication center operated by the Member for emergency public safety dispatch purposes and integrated into the MPSCS for dispatching purposes.

**B. Agreement**—means this Integration Agreement, comprised of Parts I and if applicable Part II, including exhibits, attachments, renewals, or amendments.

**C. Agreement Part I**—means Part I of this Agreement, including its exhibits, attachments, renewals, or amendments.

**D. Agreement Part II—if applicable**, means Part II of this Agreement, including its exhibits, attachments, renewals, or amendments.

**E. Best Efforts**—means the contractual obligation of the Parties to meet all the terms and conditions of this Agreement using every reasonable means available.

**F. Communications Equipment**— means the equipment located at the MPSCS or Member's Sites, comprised of towers; electronics equipment; ancillary equipment; equipment shelters; consoles and dispatch operations; and supporting facilities.

**G. Catastrophic Event**—means a sudden failure of the Communications Equipment due to natural, manufacturer's defect, or other man-made force or event.

**H. Dispatch Console System**— means the physical Site that comprises a dispatch operating position, including but not limited to, computers that run dispatch software and interfaces that allow operators to access the network, control local auxiliary functions, a voice processor module, site controller, network switching and access equipment recorder all operated by the Member and integrated into the MPSCS.

**I. DDP**—means the Detailed Design Plan approved by DTMB-MPSCS and incorporated by reference into this Agreement.

**J. DTMB-MPSCS**—means the Michigan Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System, which is the State of Michigan Department that manages and operates the MPSCS.

**K. Equipment Shelter**—means the physical structure that houses the equipment that supports the operation of the Communications Equipment.

**L. Exhibit**—means the attachments to Part I of this Agreement, which are incorporated into this Agreement and specify additional obligations as follows:

1. **Exhibit 1.A**—means Detailed Design Plan (DDP) Required Information.
2. **Exhibit 1.B**—means Integrated Equipment Approval for Use Requirements.
3. **Exhibit 1.C**—means Integration Project Closeout Requirements.
4. **Exhibit 1.D**—means the Notice to Proceed emailed to Member and its Service Provider documenting DTMB-MPSCS’s approval with the submitted DDP proposed system design.
5. **Exhibit 1.E**—means Member's MPSCS Member Subscriber means Agreement(s) incorporated by reference. If applicable, each of Member’s user agencies will sign a MPSCS Member Subscriber Agreement. Exhibit 1.E may be amended from time to time to update the applicable MSA’s under the Agreement.
6. **Exhibit 1.F**— means DTMB-MPSCS’s Additional Terms and Payment Schedule for monitoring the connection of the Dispatch Consoles. (Applicable to Console only integrations, see Part II for full integration preventative maintenance, repair and monitoring responsibilities and additional terms.)

**M. FCC Licenses**—means the radio broadcast licenses issued by the FCC to the State or the Member, as Licensees, and used for the MPSCS and/or the Member’s Sites.

**N. Insurable Event**—means events not excluded from insurance coverage under any insurance maintained by the Member.

**O. Interoperability**—means an essential communication link within public safety and public service communications systems that permits units from two or more different entities to interact with one another, and to exchange information according to a prescribed method to achieve predictable results.

**P. Member**—means a public safety agency or a governmental entity (federal, state, local or tribal), together with its officers, agents and employees, paid or volunteer; or a non-public safety and/or non-governmental entity providing direct support to public safety responses or a critical infrastructure provider authorized to hold membership with MPSCS. For purposes of this Agreement, the Member is identified in the Preamble.

**Q. Monitoring**—means MPSCS actively monitoring the operational readiness of the Member’s Sites integrated into the Network on a 24/7 basis via the NCC.

**R. Motorola**—means Motorola Solutions, Inc. the company that designed and constructed the MPSCS pursuant to its December 8, 1994 contract with the State.

**S. MPSCS**—means the Michigan’s Public Safety Communications System, a statewide public safety communications system.

**T. MPSCS Member Subscriber Agreement**—means the agreement between DTMB-MPSCS and the Member, granting it MPSCS member status. The MPSCS Member Subscriber Agreement specifies the MPSCS services provided to MPSCS members and the terms and conditions under which services are provided.

**U. MPSCS Standards**—means the standards for design, construction, and performance, as specified in the contract between the State and Motorola; the MPSCS Emergency Management Plan; and the MPSCS Preventative Maintenance Schedule and the MPSCS Book of Technical Standards.

**V. Multicast Site**—means a Multicast public safety communications system infrastructure, comprised of a tower, electronic equipment, ancillary equipment, equipment shelter, and supporting facility.

**W. Simulcast**—means a Simulcast public safety communications system infrastructure, comprised of towers, electronics equipment, ancillary equipment, equipment shelters and supporting facilities.

**X. Network**—means the MPSCS and the Member’s Sites when working together to support the integrated radio operations requirements of the Parties.

**Y. NCC**—means the MPSCS Network Communication Center, that controls and monitors the MPSCS.

**Z. Radio(s)**—means control stations, consolettes, mobile, or portable radios, or any other radio frequency transmitter interface, to include 9-1-1 dispatch consoles all of which has a unique identification number programmed and operating on the System.

**AA. Radio Trouble Report**—means a form used to communicate radio or system problems or issues to the MPSCS.

**BB. Seamless Roaming**—means the ability of MPSCS members' Radios to roam through the integrated Systems.

**CC. Service Provider**—means the contractor(s) retained by the Member to construct and/or maintain all or a portion of its Communications Equipment.

**DD. Site(s)**—means either MPSCS’ or Member’s radio communications system and dispatch console system which will be integrated into the MPSCS for interoperability.

**EE. State**—means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

**FF. Systems**—means the MPSCS and the Member’s Sites, each individually owned and operated by the State and the Member, respectively, and that together support the Parties’ integrated radio operations.

**GG. Systems’ Grade of Service**—means level of busies.

**HH. Talkgroup**—means a group of radio users that can share calls and messages as a group; a talkgroup comprises a group of users who have a need to communicate with each other.

**II. Talkgroup Prioritization Policy**—means the MPSCS policy implemented to assure that at all times there is an appropriate prioritization of use on the Systems so that public safety users are given priority over general government users at times when either or both Systems experience an unacceptable level of busies.

**JJ. Testing**—means all Acceptance Test Plans (ATPs) listed in this agreement, or the Detailed Design Review documentation.

**KK. Tower(s)**—means the communication towers owned by either the MPSCS or Member; or the space on communication towers leased or licensed by the Member.

**2. CONSIDERATION.**

In consideration of the mutual covenants and benefits of Interoperability and Seamless Roaming for MPSCS members, the Parties agree to integrate the Members’ Sites into the MPSCS, as an MPSCS enhancement, as provided in this Agreement.

**3. TERM.**

**Term.** Upon execution of this Amended and Restated Integration Agreement Part I, the Parties agree that the Term of this Agreement is for ten (10) years and will automatically renew for successive ten (10) year periods unless either party provides the other party with written notice of termination as provided for in this Agreement.

**4. RELATIONSHIP OF THE PARTIES.**

This Agreement is not intended to, and will not constitute, create, or give rise to a joint venture, partnership or formal business association, organization or relationship of any kind between the Parties. No employee, agent, or servant of either party will be deemed to be an employee, agent or servant of the other. Nothing in this Agreement will be construed to express or imply that either party assumes any of the other party’s obligations as owner of its Communication Equipment, or in any manner waives governmental immunity.

5. **MEMBERS' SITES CONSTRUCTION AND MAINTENANCE SPECIFICATIONS.**

In addition to the attached Exhibits, the following documents are incorporated by reference into Part I of this Agreement.

**A. The MPSCS Standards.** Construction and maintenance of the Member's Sites will comply with the most current MPSCS Book of Technical Standards. The Member agrees to obtain a formal exception (if needed) from DTMB-MPSCS before installation or implementation of any design, configuration, equipment, or system to Members' Sites.

6. **COMMUNICATIONS EQUIPMENT REQUIREMENTS.**

**A. MPSCS Standards.** The Member represents that the construction of its Sites will meet or exceed MPSCS standards in the MPSCS Book of Technical Standards, and in all respects the Member's Communications Equipment will be compatible and configured in a similar manner with MPSCS' Communications Equipment. The Member agrees to obtain a formal exception from DTMB-MPSCS before installation or implementation of any design, configuration, equipment, or system of its Communications Equipment.

**B. Portable Radio Coverage.** DTMB-MPSCS makes no representations or makes any guarantees, or other assurances, that the Systems will enhance portable radio coverage based on the Member's benchmark test results.

**C. Third Party Interference.** The Parties acknowledge that actual RF coverage reliability from either of the Systems may become degraded on an intermittent basis, or over time, due to third party interference beyond the reasonable control of either party. The Parties agree to use their Best Efforts, working cooperatively, to document, address and eliminate third party interference through the use of applicable FCC dispute resolution processes.

**D. Integration.**

1. Network Use Limitation. The Parties acknowledge that the Radio Sites and MPSCS are for general government communication, including but not limited to, public safety communication purposes consistent with FCC licensing requirements. Use of the Network by Member for anything other than Land Mobile Radio (LMR) voice and data traffic must be approved by DTMB-MPSCS.
2. Integration Cost. Each party shall pay its own costs for integration and separation.
3. Multicast Site and/or Simulcast modifications and/or additions Costs. Member will have the option to provide for Multicast Site

and/or Simulcast modifications and/or additions at the Members cost. Non-public safety/non-governmental members integrated on the System pursuant to an FCC Waiver, such as utility companies, that are impacted by a public safety/governmental member's Multicast Site and/or Simulcast modifications and/or additions will be responsible for their portion of costs required to accommodate its use and provided that non-public safety radio spectrum is available in the area implementing the modification and/or addition. DTMB-MPSCS shall provide Member with 12 months advanced notification of any planned modification and/or addition whenever possible. Such notification shall include at a minimum: i.) Summary of project initiative with explanation of required changes; ii.) The number of channels identified as the non-public safety/non-governmental member's portion; and iii.) The data and calculations used to identify the non-public safety/non-governmental member's impact. This would include the identification of the aggregate of public safety loading calculation and the Member's loading calculation.

Member will work with applicable third-party Service Provider to obtain a cost estimate and upon MPSCS approval of the pre-sale DDP, execute the required contract documents for the project deliverables and facilitate payment of Member's portion of costs.

As soon as available, DTMB-MPSCS will provide Member with a proposed timeline of desired project start, key milestones and anticipated go-live.

Upon request, DTMB-MPSCS will use its best efforts to provide Member with any reasonably available additional supporting documentation or information as may be needed for Member to justify a rate case to secure funding.

In the event funding cannot be committed within 12 months after notification, then Member's support, services, or radio coverage cannot be guaranteed in the impacted area.

The costs related to any modification and/or addition initiated by anyone other than Member shall not exceed \$1,000,000.00 (one million dollars) during any calendar year. However, if such costs exceed \$1,000,000.00 in any calendar year and Member is unable to fund the additional costs, then the planned modification and/or additions for public safety purposes would continue forward and Member will be at risk of impacted communications in the area.

Any equipment already provided by Member at the affected Multicast Sites and/or Simulcast will be reused to the extent possible.

4. **System Grade of Service.** The Parties acknowledge that the communications on the MPSCS can be degraded by the addition of users or talkgroup traffic that exceeds the Systems' capabilities and cause an unacceptable increase to the Grade of Service. Each party agrees to evaluate the Member's increased radio traffic in addition to the Member's prospective users' impact to the MPSCS to avoid overloading. In the event there is potential for overloading due to Member's increased radio traffic or Member's prospective users', the Parties will use their Best Efforts to determine the required solution. If in order to resolve overloading, additional infrastructure and components (upgrades) are required to be added to the MPSCS, the Parties agree that the Member will provide for the upgrades at the Members sole cost.
5. **Dispute Resolution.** In the event that there is a dispute regarding any proposed modification and/or upgrade, or the portion of cost allocated to Member, the Parties shall work in good faith to resolve. If the Parties are unable to resolve the dispute, then the Parties will mutually agree on a resolution following the appropriate escalation process of both Parties.

## **7. THE MEMBER'S RESPONSIBILITIES.**

**A. Required Integration Project Deliverables.** The Member will provide all system integration proposals and DDP's to DTMB-MPSCS as received through system integration engineering process.

DTMB-MPSCS will promptly acknowledge receipt of the detailed design/proposal and will use its best efforts to review each within ten (10) business days. If proposed design or specific equipment does not meet MPSCS system standards or has the potential to negatively impact MPSCS system or users, DTMB-MPSCS will work with Member and system integrator Service Provider to resolve issues. DTMB-MPSCS will provide Member a Notice to Proceed (see Exhibit 1.D. example), when it approves the DDP proposed system design. The Member will not integrate equipment that does not meet MPSCS standards or minimum requirements. The Member may choose to have the Service Provider submit deliverables to DTMB-MPSCS provided the Member has reviewed and consented to that which is being submitted.

### **1. Pre-Integration Review**

The Member is responsible for obtaining and delivery of the final completed Pre-sale DDP proposals from system integrator and Service Providers providing equipment and services for integration. The pre-sale documents will include all parts and equipment related to the system integration project. The Member will resubmit any proposals that are revised. The Member agrees to provide or



facilitate additional details for clarification of the proposals if requested by DTMB-MPSCS. DTMB-MPSCS and Member will mutually and reasonably agree with all system design criteria. Any delays or costs incurred due to procurement of equipment or service for integration that has not been approved by the MPSCS are at the sole responsibility of the requesting member. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval of the Pre-sale DDP system design and for the Member's Service Provider to proceed with installation.

2. Detailed Design Review

The Member is responsible for delivery of a Post-sale DDP that provides details of the project implementation plan, design, connections, equipment, and configuration. The Member agrees to provide or facilitate additional details for clarification of the DDP if requested by DTMB-MPSCS. Information that a DDP should contain is described in Exhibit 1.A. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval of the final system design and for the Member's Service Provider to proceed with installation of the final design.

3. System Staging Testing and Acceptance

The Member is responsible for delivery of completed system staging acceptance testing documentation if applicable.

4. Go-Live Documentation and Acceptance

The Member is responsible for delivery of all documentation listed in Exhibit 1.B., so that the integrated Systems and equipment can be properly maintained and supported as required for a live public safety communications system.

5. Final System As-Built Documentation

The Member is responsible for delivery of all documentation listed in Exhibit 1.C. prior to project close-out and/or final contractual payment to its Service Provider for the project.

6. Project Changes

The Member agrees that the contract with its Service Provider will prohibit the Service Provider from proceeding with any work or design that has not been agreed to by DTMB-MPSCS. If changes are required for previously approved system designs or project plans, the Member will submit the proposed changes for DTMB-MPSCS review and acceptance and issuance of a Notice to Proceed.

**B. Federal and State Licensing Requirements.**

1. The Member will obtain all appropriate approvals, registrations, permits, or primary licenses for operation of the Communications Equipment and frequency licenses, from the requisite agencies, including but not limited to, the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and the Regional Frequency Coordination Committee.
2. Both parties recognize the frequencies may change due to FCC mandates or optimization of MPSCS or Member.
3. The state-wide frequencies allocated by the MPSCS for use on any Member Tower(s) that are licensed to the State prior to this Agreement, will remain licensed in the name of the State of Michigan. All FCC licenses obtained for this Agreement will be licensed in the name of the State of Michigan for the duration of this integration.
4. The Member will comply with all applicable pre-construction federal regulatory environmental requirements necessary to obtain approvals, permits or licenses as required pursuant to applicable FCC Regulations, including but not limited to, any National Environmental Policy Act (NEPA) requirements. Member is solely responsible for the resolution and correction of any regulatory omission or violation.

**B. Decision to Rebuild.** In the event of a Catastrophic Event, Member may, at its sole discretion, build, relocate, change or abandon all or part of its Sites at its sole cost. Member must issue a written notice to DTMB-MPSCS within thirty (30) days of a Catastrophic Event, summarizing the impact on the Member's Sites. Within ninety (90) days of the Catastrophic Event, Member must notify DTMB-MPSCS of its decision to either rebuild or abandon all or part of the Member's Sites.

**C. Suitability, Insurance, and Indemnification.**

1. DTMB-MPSCS makes no representations as to the suitability of the integrated Systems for the Member's use or that DTMB-MPSCS maintains any insurance to insure Member, its employees, agents, contractors, subcontractors, or service providers against any claims, demands, actions, suits, or causes of action, and judgments, settlements, or recoveries, for bodily injury or property damage arising out of the condition of the Systems or any other equipment or facilities operated by DTMB-MPSCS or anything contained in this Agreement. DTMB-MPSCS is not obligated under this Agreement to obtain any insurance for Member's benefit. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurances) carried by the State.

2. Member must purchase and maintain insurance during the term of this Agreement to protect against claims which may arise out of, or result from its operations, under this Agreement as follows:

i. Member must carry Commercial General Liability coverage. This coverage must include bodily injury, personal injury, property damage, and contractual liability subject to limits of not less than \$1,000,000 each occurrence and when applicable, \$1,000,000 annual aggregate. This coverage must include the State of Michigan, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents as additional insured, only as respects liability directly arising from this Agreement.

ii. Member must have insurance for benefits payable under Michigan's Workers' Disability Compensation Law, including coverage for bodily injury, occupational sickness or disease, or death of Member's employees.

iii. Member must carry Commercial Motor Vehicle insurance, including hired and none owned coverage or its equivalent subject to limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

iv. If Member fails to pay any premium for required insurance, or if any insurer cancels or significantly reduces any required insurance without the DTMB-MPSCS's written consent, at DTMB-MPSCS's election (but without any obligation to do so) after DTMB-MPSCS has given Member at least thirty (30) days prior written notice, DTMB-MPSCS may pay such premium or procure similar insurance coverage from another company or companies and Member must pay the entire cost upon DTMB-MPSCS's demand.

v. Member's compliance with the insurance requirements will not relieve Member of its obligations under its indemnification or other obligations under this Agreement.

vi. Member must provide insurance from an insurance company or municipal self-insurance organization authorized to do business in the State of Michigan.

vii. Insurance Certificates.

a. Members must provide DTMB-MPSCS within thirty (30) days following the effective date of this Agreement (Part I) and before any work commences and every year after while this Agreement is in effect, certificate(s) of insurance verifying liability coverage and listing the State of Michigan, its departments, divisions, agencies, offices,

commissions, officers, employees and agents as additional insured.

b. The insurance certificate(s) must provide that the policies of insurance will not be modified, cancelled, or allowed to expire without first giving thirty (30) days prior written notice to DTMB-MPSCS.

3. Waiver of Subrogation.

Member releases the State from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

4. Indemnification.

i. Member must indemnify the State, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents, and hold it harmless from any and all claims for, arising from any breach or default in the performance of this Agreement. Member must also indemnify the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents and hold it harmless from any and all claims, damages, and liabilities arising from any accident or injury arising from Member integrating into the MPSCS and the acts of Member's employees. Member's indemnification obligation includes all reasonable costs, reasonable counsel fees, reasonable expenses, and reasonable liabilities incurred by State in connection with any claim, action, or proceedings brought under this Agreement. Indemnity does not apply to claims, damages, or liabilities arising from the State's, its departments, divisions, agencies, offices, commissions, officers, employees and agents' sole negligence relating to this Agreement and is not to be construed as a waiver of governmental immunity.

ii. Member agrees that every contract entered into for the performance of this Agreement will contain an identical provision to Section 7.C.4 above, requiring the Member's contractors to indemnify the Member and the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents. Member must provide DTMB-MPSCS with a copy of the contract evidencing this requirement prior to the contractor(s) commencing work.

iii. Member's and its contractor(s) indemnification obligations survive the termination of this Agreement.

**D. Radio Interference.** Member will not do anything in its operation of the Member's Sites that would cause any unreasonable interference with the

MPSCS, Network or Communications Equipment. Member will give DTMB-MPSCS thirty (30) day prior written notice of its desire to install or locate Member's Communications Equipment and will provide DTMB-MPSCS with an interference study(s) that shows that the additional Member's Communications Equipment will not cause interference with the existing MPSCS' Communications Equipment. In the event the existing Communications Equipment experiences interference as a result of the additional Member's Communications Equipment, Member will use Best Efforts to correct the problem within ninety (90) days.

**E. Relocation of Communications Equipment.** Member will not relocate the Communications Equipment unless such relocation will be conducive to the overall effective operation of the Network and approved by DTMB-MPSCS.

**F. Approved Software and Programming.** Only software approved for the MPSCS may be installed on the Communications Equipment, Network equipment or other interconnected devices. A written request will be submitted to DTMB-MPSCS and approved by DTMB-MPSCS prior to any requested changes in Communications Equipment programming, hardware, software, or other functions of the System. No Talkgroups may be added or deleted from the Communications Equipment without the prior written approval of DTMB-MPSCS.

**G. Interconnecting the Communications Equipment to other networks or equipment.** The Communications Equipment will not be wired or wirelessly interconnected to any external equipment, networks, or other facilities without DTMB-MPSCS's prior written approval.

**H. Security.**

**1. MPSCS Towers:**

DTMB-MPSCS will permit unescorted Member access to the MPSCS tower site for installation, repair, maintenance, or removal of the Member's Communications Equipment provided Member and its authorized contractors fully comply with the current MPSCS Co-location Tower Site Access Policy. The Member's Communications Equipment will be installed in a secure location limiting access to only personnel approved by Member. Member will limit its activity to the normal use and maintenance of the Communications Equipment and immediately associated Network equipment. Other than the foregoing, Member does not have permission to access any other parts of the Network. The passwords provided for the operation of the Communications Equipment will remain secured within Member's organization. If passwords or accounts are breached as a result of Member's employees or representatives, Member will be responsible for any costs associated with the remediation of the security breach.

## **2. Member Towers:**

Member will facilitate DTMB-MPSCS access to the Member's Sites for installation, repair, maintenance, or removal of the Member's Communications Equipment. The Member's Communications Equipment will be installed in a secure location limiting access to only personnel approved by Member. DTMB-MPSCS will limit its activity to the normal use and maintenance of the Communications Equipment and immediately associated Network equipment. The Member does not have permission to access any other parts of the MPSCS network, databases, or other systems integrated into the MPSCS. The passwords provided for the operation of the Communications Equipment will remain secured within the Member's organization. If passwords or accounts are breached as a result of the Member's employees or representatives, the Member will be responsible for any costs associated with the remediation of the security breach.

Member will be responsible for its compliance with the most current federal Criminal Justice Information Services (CJIS) Security Policy, and any future versions, including but not limited to: maintaining user, training, and access lists.

Member will keep an updated CJIS compliant list of all Member related staff and contractors that will access the MPSCS Network or physical locations, to include names, Live Scan Fingerprint Transaction Control Number (TCN), purpose of access and locations of access. Member will provide the updated list to DTMB-MPSCS on an annual basis, and when any deletions, additions or changes in status occur. Member will designate one Point of Contact (hereby referred to as POC) for the MPSCS to work through and notify the MPSCS ten (10) business days prior to that POC changing. All communications will be sent to DTMB-MPSCS, [MPSCS-Security-Access@michigan.gov](mailto:MPSCS-Security-Access@michigan.gov) or as otherwise required by DTMB-MPSCS, in writing.

**I. Members' Communications Equipment Maintenance.** Member is responsible for its Communications Equipment repairs needed while under warranty, except for the Backhaul which will be maintained by DTMB-MPSCS. After the Equipment warranty expires, Member may choose to retain DTMB-MPSCS to manage, maintain and repair the Member's Sites Communications Equipment according to the terms provided in Part II of this Agreement, if applicable. Additionally, Member is responsible for the maintenance of the Member's dispatch consoles, recording equipment and connectivity into the MPSCS Tower. If DTMB-MPSCS Technicians are required to assist troubleshooting the Network connection at the applicable Member's Site(s), the Member will be charged the standard MPSCS Time &

Materials rate for labor. The Member will also reimburse DTMB-MPSCS for reasonable fees associated with responding to connectivity outages.

**J. End of Warranty Preventative Maintenance.** Member or its Service Provider will provide a yearly Preventative Maintenance (PM) on all ASR Multicast and/or Simulcast sites if the system is under warranty for more than one year. Additionally, a PM will be performed on all sites at the end of the warranty period prior to the MPSCS taking over the maintenance (“End of Warranty PM”). This End of Warranty PM will also be conducted by the Member or its Service Provider responsible for servicing the system during the warranty period, along with a Radio Technician and a Tower technician, if needed, from the MPSCS who will sign off on the results of the PM. The PM will be performed to the specifications and standards defined by the MPSCS, using existing documents that the MPSCS currently utilizes during all site PM’s Statewide. The End of Warranty PM will include the radio communications equipment, the backup generator, transfer panel and HVAC units.

Additionally, any equipment spares located at sites will be tested at the site by placing them into service as part of the End of Warranty PM to verify that the spares are in a working condition.

**K. Radio Users.** Member is responsible for maintenance of the Member’s radios and Member will use its best efforts to maintain its user’s equipment to MPSCS and the radios’ manufacturer specifications. Member will encourage its users to submit written MPSCS system Radio Trouble Reports to the person or persons coordinating radio communications for Member on forms provided by DTMB-MPSCS. Member will investigate and, to the extent feasible, provide solutions in response to its user’s Radio Trouble Reports. Member will periodically report to DTMB-MPSCS on the status and disposition of its users’ Radio Trouble Reports. In the event, Member determines that the Radio Trouble Report is related to the MPSCS and not a Member user’s radio; it will immediately forward the Radio Trouble Report to the NCC for remedial action or resolution.

**L. NCC.** Member will use the NCC as its single point of contact regarding the operation of the Member’s Sites and its Communications Equipment. NCC’s monitoring service costs will be billed in the year following the service, prorated from the beneficial use start date. Time and material costs associated to Member Towers for break fix, trouble shooting, and/or maintenance will be billed in the year following the service. In the event that Member decides at the end of the term to be mutually agreed upon by the Parties in the Agreement Part II, to retain another service provider for the maintenance and repair of the Member’s Sites, it will adopt an Emergency Management Plan and Preventative Maintenance Schedule similar to plan and standards in the MPSCS Standards prior to the start date of the new service provider.

**M. Patches and updates.** NCC will periodically push patches and updates to equipment. It is the Members responsibility for re-booting equipment on a weekly basis to implement latest updates and patches. Some equipment, such as Logging Recorders, have a specific re-boot process. See MPSCS Operating Systems and Software Patch Requirements Policy 4.1.14 for specific re-booting information.

**N. Emergency Alert Monitoring.**

- i. Members who want to implement the Emergency Mode option must comply with the MPSCS Emergency Alert and Emergency Call Policy 1.1.3.
- ii. To utilize the Emergency Mode, the requesting member agency must have the ability to monitor the incoming Emergency Alert or an agreement with another agency that has this ability.
- iii. The monitoring responsibility must be prearranged prior to implementing this option. This assures a proper emergency response as well as facilitates acknowledgment and management of the alarm condition. The MPSCS Network Communications Center (NCC) observes all Emergency Alerts on their diagnostic terminals but is not liable to respond to such emergencies.
- iv. Alerts must be deactivated by the responsible agency once the emergency situation is over.

**O. Tower Leasing/Licensing.** Member retains the right to license or lease its Tower(s) to third-parties. However, DTMB-MPSCS will only maintain Member Electronic Equipment on any Tower(s) with third-party co-locations and will not maintain the physical steel nor any third-party equipment. Upon Member entering into the first license or lease of a Member owned tower to a third-party, DTMB-MPSCS's maintenance and repair obligations for the Tower(s) and shelter will at DTMB-MPSCS's option terminate upon the Member entering into the first license or lease of a Member owned tower to a third party. The Member will give DTMB-MPSCS thirty (30) day's prior written notice that it has entered into a license or lease, and that it assumes responsibility for the maintenance and repair, or has retained a qualified Service Provider for the maintenance and repair of the licensed or leased Tower. Additionally, the Member will submit to DTMB-MPSCS for approval a proposed Emergency Management Plan and Preventative Maintenance schedule that is consistent with the MPSCS Standards before the Service Provider's start date.

**8. DTMB-MPSCS'S RESPONSIBILITIES.**

**A. Communications Equipment Maintenance Notifications.** DTMB-MPSCS will notify the Member, through the Member's associated dispatch center, of any Communications Equipment scheduled or emergency service



requirement. (The Member will only be notified if scheduled maintenance is system impacting.)

**B. MPSCS Management and Operations.** DTMB-MPSCS will manage, monitor, and keep the MPSCS in good working condition. DTMB-MPSCS will provide preventative maintenance in accordance with the MPSCS Preventative Maintenance Schedule and respond to Systems' outages pursuant to the MPSCS Emergency Plan.

**C. Upgrade and Enhancements Costs to the MPSCS Platform.** An MPSCS upgrade that negatively affects the Network that supports the integrated radio operations requirements of the Parties will be totally at the expense of the State conditional on the allocation of funds from the State Legislature. Network enhancements may be covered by the State on the allocation of funds from the State Legislature, or at the Member's expense if it agrees to purchase the enhancement and pay for associated costs.

**D. Decision to Rebuild.** In the event of a Catastrophic Event, DTMB-MPSCS will have the sole option and responsibility, to build or abandon all or part of the MPSCS at its sole cost, subject to the allocation of funds from the State Legislature authorizing the expenditure. DTMB-MPSCS will provide a written notice to the Member within thirty (30) days of such event, summarizing the impact to the MPSCS and Member's Sites. Within ninety (90) days of a Catastrophic Event DTMB-MPSCS will notify the Member of its decision to either rebuild or abandon all or part of MPSCS. In the event DTMB-MPSCS elects not to rebuild, the Parties will cooperate to request the FCC to assign to the Member FCC Licenses with sufficient channels to permit the continued operation of the Member's Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Member's Sites into the MPSCS

**E. Site Interruptions.** DTMB-MPSCS will use its Best Efforts to manage the System so as to not disrupt the Member's law enforcement and emergency services operations. In the event that non-emergency repairs, upgrades, modifications, or enhancements to the Communications Equipment require temporary shutdown of MPSCS and/or the Sites' Communications Equipment, DTMB-MPSCS will provide the Member with twenty-four (24) hours advance notice via the NCC.

**F. Regulatory Requirements.** DTMB-MPSCS may obtain and maintain all appropriate RF licenses for operation of the Communications Equipment.

**9. NONDISCRIMINATION.**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, The Parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or

indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Parties further agree that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Any breach of this Section will constitute a material breach of the Agreement.

**10. UNFAIR LABOR PRACTICES.**

DTMB-MPSCS may void this Agreement, if the Member or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

**11. TERMINATION.**

**A. Notice.** Either party may terminate this Agreement for any reason by giving the other party thirty (30) months written notice of its intent to terminate this Agreement.

**B. Best Efforts.** In the event of termination each party will have the obligation to use its Best Efforts to reasonably assist the other party to separate the Systems into independent systems during the thirty (30) month notice period, but will have no obligation to pay any costs, fees, compensation or damages of any kind to the other party resulting from the termination. Notwithstanding this right of termination, DTMB-MPSCS agrees that it will not terminate integrated operations of the Communications Equipment until the Member obtains, installs, and successfully tests the operation of any additional equipment so that the Member can operate an independent radio system and the Parties will cooperate to request the FCC to assign to the Member FCC Licenses with sufficient 800 MHz channels to permit the continued operation of the Member's Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Member's Sites into the MPSCS.

**C. FCC Frequencies.** In the event that the Parties elect to separate into two independent systems, any existing Statewide or locally allocated frequencies will revert to the original allocation or licensee.

**D. Terminated Obligations.** Upon termination of this Agreement by either party, any obligations of the other party for maintenance and/or repair services or upgrades will be terminated at such time that the Parties' systems become operationally independent of each other, or at the end of the thirty (30) months termination period, whichever occurs first.

12. **NOTICES.**

All written notices required under this Agreement will be delivered by U.S. certified mail, return receipt requested. All notices will be sent to the Parties as follows:

**To: Member**

Tuscola County Central Dispatch  
1303 Cleaver Road  
Caro, MI 48723  
Attn: Dispatch Director

**To: DTMB-MPSCS**

MPSCS  
2<sup>nd</sup> Floor, Wing A  
7150 Harris Drive  
Dimondale, MI 48821  
Attn: Director MPSCS

13. **FORCE MAJEURE.**

The time of performing any duty or obligation of the State or the Member must be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of nature, governmental action or other reasons of a like nature not the fault or, in the case of governmental action, not reasonably within the control of the party required to perform such duty or obligation.

14. **GOVERNING LAW.**

This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan.

15. **AMENDMENTS.**

This Agreement may not be amended except by a written agreement of the Parties.

16. **NO WAIVER OF DEFAULT.**

The failure of a party to insist upon strict adherence to any term of this Agreement will not be considered a waiver, or deprive the party of the right to later insist on the strict adherence to that term of the Agreement.

17. **ENTIRE AGREEMENT AND ORDER OF PRIORITY.**

This Amended and Restated Integration Agreement Part I (including if applicable, the Integration Agreement Part II), MPSCS Member Subscriber Agreement and MPSCS Co-location License Agreement (together the "Agreements"), represent the entire agreement between the Parties and supersede all proposals, prior agreements (oral or written), and all other

communications between the Parties relating to matters covered in the Agreements. The Agreements will be read to be consistent with one another.

**18. AGREEMENT PART I EFFECTIVE DATE.**

This Agreement Part I's effective date is the date it is signed by the DTMB-MPSCS Director.

**19. HEADINGS.**

Section headings in this Agreement are for convenience and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

**20. SEVERANCE.**

If any provision of this Agreement, or its application to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of the Agreement will not be affected and will remain valid and enforceable.

**21. AGREEMENT NEGOTIATION.**

This Agreement has been negotiated by both Parties and should not be construed against either party as “drafter”.

**22. VALIDITY.**

In the event any provision of the Agreement is found to be invalid or unenforceable, such finding must not affect the validity and enforceability of the remaining provisions of this Agreement.

**23. COUNTERPARTS.**

This Agreement may be signed in counterparts, each of which has the force of an original, and all of which constitute one document.

The duly authorized representatives of the Parties approved and executed this Amended and Restated Agreement Part I on the date below each signature.

**SIGNATURE PAGES FOLLOW**

**MEMBER:**  
**Tuscola County**

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**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

A copy of the Member's resolution authorizing this Agreement, and the person(s) authorized to execute the agreement, is attached.

**STATE OF MICHIGAN:  
Department of Technology, Management, and Budget,  
Office of the Michigan's Public Safety Communications System**

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**By:** Bradley A. Stoddard,  
**Its:** Director MPSCS

**Date:** \_\_\_\_\_

## EXHIBIT 1.A

### **DETAILED DESIGN PLAN (DDP) REQUIRED INFORMATION**

**The information in this exhibit is intended to show design details of the system, equipment, and services purchased by the Member in the approved DDP proposal.** This process is intended to ensure consensus on the details of the integration between the Member, DTMB-MPSCS, and the service provider. The following lists information that should be included in the DDP, although some items may not be applicable and additional items not listed may apply in unique circumstances. Information regarding systems, equipment, or services included in the proposal that do not affect the MPSCS or the responsibilities of the DTMB-MPSCS do not need to be included.

- A. Statement of Work
- B. System Descriptions
- C. Site Coordinates, Addresses, and MPSCS Assigned Site Numbers
- D. Design of Land Mobile Radio System
  - 1. IP Address Plan
  - 2. Coverage Details and Requirements
  - 3. RF Link Budgets including antenna system details
  - 4. Channel Count Calculations
- E. Design of Console System
  - 1. Included Console Features
  - 2. Logging Recorder
  - 3. IP Address Plan
  - 4. Storm Plan Equipment (Backup Communications Equipment)
- F. Design of Backhaul System:
  - 1. Microwave system description
  - 2. Microwave network maps
  - 3. Microwave path analysis for each hop
  - 4. Microwave traffic engineering and IP network plan
  - 5. MPLS configuration plan
  - 6. IP traffic plan
  - 7. Traffic cutover plan
- G. LMR and Microwave Frequency Plans
- H. Equipment Lists to include production and spare equipment
- I. Drawings, as applicable:
  - 1. Site Layout Drawings
  - 2. Site Floor Plan Drawings
  - 3. Tower Elevation / Antenna Placement Diagrams
  - 4. Antenna System Diagrams, Including Combiners, Tower Top Amplifiers and Receiver Multicoupler Systems
  - 5. Rack Elevation Drawings
  - 6. System Block and Network Diagrams

- 7. Single Line Drawings showing equipment interconnections
- 8. System Topology Drawings
- J. Site Equipment Information:
  - 1. Power Consumption Data
  - 2. HVAC BTU
- K. Design of Backup Power System
  - 1. Power calculations
  - 2. Generator design
  - 3. DC Power System Design
  - 4. Inverter Power System Design
- L. Facility Plans and/or Modifications
- M. Alarm and Control Design
  - 1. Alarm matrix
- N. Software Licensing Requirements (Motorola, Nokia, etc.)
- O. Encryption Requirements
- P. Existing Infrastructure Usage and/or Changes
- Q. Acceptance Test Plans (ATP's) to be Performed
  - 1. Land Mobile Radio System Factory Acceptance Test Plans
  - 2. Backhaul System Factory Acceptance Test Plans
  - 3. Functional Acceptance Test Plans
  - 4. Functional and Operational System Test Plans
  - 5. Land Mobile Radio System Field Installation, Inspection and Test Plans
  - 6. Console System Field Test Plans
  - 7. Backhaul System Field Test Plans
  - 8. Power System Field Test Plans
  - 9. Alarm and Control Field Test Plans
  - 10. Civil Test Plans
- R. R56 Inspection Plans
- S. Staging Plans
- T. Implementation Schedule
- U. Implementation Plan
- V. Cutover Plans
- W. Included Training
- X. Subcontractor List
- Y. Warranty/Post Warranty Service and Maintenance Plan
- Z. Requested Exceptions to MPSCS Standards



## EXHIBIT 1.B

### **INTEGRATED EQUIPMENT APPROVAL FOR USE REQUIREMENTS (for purposes other than testing)**

**The information in this exhibit is required prior to placing integrated systems and equipment into use.** The gathering of the following information is intended to ensure that the agreed upon integrated systems and equipment have been successfully installed, configured, and tested and will be reliable for Public Safety use. The following lists information that should be included as part of this deliverable, although some items may not be applicable and additional items not listed may apply in unique circumstances. Information regarding systems, equipment, or services included in the proposal that do not affect the MPSCS or the responsibilities of the DTMB-MPSCS do not need to be included.

- A. All Required FAA and State of Michigan Tall Structures / Obstruction Documentation including but not limited to: Antenna Site Registrations, 2C Letters, Form 7460-2 Supplemental Notice, No Hazard Determination, and Michigan Tall Structures Permits.
- B. All required FCC Licenses and Applications including but not limited to: Frequency coordination documents, submitted applications, and granted licenses.
- C. System Configuration Tracking Documentation. Examples include but are not limited to: Alarm and Control Configuration, IP Address Table for all networked devices, etc.
- D. System Administrator Documentation and System Programming Parameters
- E. Software Licenses
- F. Microwave path survey report with evidence of field validation of paths
- G. AC electrical distribution as-built drawings
- H. DC distribution as-built drawings
- I. Fire detection system as-built drawings
- J. Tower light controller wiring details
- K. Finalized Site Coordinates, Addresses, and Site Numbers
- L. Tower design as-built drawings (Tower, Tower foundations, Structural analysis)
- M. Configuration files for all installed or modified hardware / software. Equipment includes but is not limited to, routers, switches, site controllers, microwave radios, radio base stations, comparators, and any other equipment integrated into the system. Copies of the files will need to be left on site (or location) with the associated equipment so that in the event of a failure, equipment can be restored to operation.
- N. Equipment Inventory with all original manufacturer serial numbers. Note: Reseller serial numbers will not be accepted.
- O. Site and System Block, Network, and interconnect drawings.
- P. Completed, Passed, and Signed Acceptance Test Plans
- Q. Project Punch List including test item failures and required corrective action or resolution.
- R. Customer Support Plan

## EXHIBIT 1.C

### INTEGRATION PROJECT CLOSEOUT REQUIREMENTS

**The information in this exhibit is required prior to project closeout.** The gathering of the following information is intended to ensure that the Member and the DTMB-MPSCS can properly facilitate maintenance, operation, and future changes of the agreed upon integrated systems and equipment. The following lists information that should be included as part of this deliverable, although some items may not be applicable and additional items not listed may apply in unique circumstances. Information regarding systems, equipment, or services included in the proposal that do not affect the MPSCS or the responsibilities of the DTMB-MPSCS do not need to be included.

- A. Site grounding system drawings
- B. Building elevation detail drawings with foundations
- C. Building and shelter as-built drawings
- D. Fence Installation details
- E. Foundation details for Shelter and LPG tank
- F. Site Lighting details
- G. Soil Analysis / Geotech
- H. Site Surveys
- I. Equipment/ rack as-built drawings showing rack dimensions on all equipment and their location in the rack.
- J. Rack Footprint/Floor Plan Layout As-Built Drawings
- K. Console operator position layout drawings (floor plan)
- L. RF Link Budgets including antenna system as-built details
- M. Resolved Punch List with corrective action results and MPSCS inspection sign off

**EXHIBIT 1.D**

**NOTICE TO PROCEED (Example email)**

This email is to provide Member and its Service Provider with Notice to Proceed with installation of the \_\_\_\_\_ DDP for the \_\_\_\_\_ project. This Notice to Proceed is limited to the DDP submitted for review on the date noted below and the subsequent changes and information reviewed and agreed to prior to this notice, see attached. Any aspects of the design still under review that will be resolved at a later date are summarized below. Please note that any future changes to the reviewed design must be reviewed by MPSCS and documented prior to proceeding. Any delays or costs incurred due to procurement of equipment or service for integration that has not been approved by the MPSCS are at the sole responsibility of the requesting member and/or its Service Provider. Thank you for your time and efforts and please feel free to contact us with any questions.

**Project Name:** \_\_\_\_\_

**DDP Submission Date:** \_\_\_\_\_

**Submitted design items requiring modification or additional information:** \_\_\_\_\_

\_\_\_\_\_

**Open Design Items Pending Consent:**

**EXHIBIT 1.E**

**MEMBER'S MPSCS MEMBER SUBSCRIBER AGREEMENT(S)  
INCOPORATED BY REFERENCE**

1. 79-007            TUSCOLA-CO-CD  
                         First entered into on September 14, 2011
  
2. 79-001            TUSCOLA-CO-EMD  
                         First entered into on August 13, 2003
  
3. 79-016            TUSCOLA-CO-SO  
                         First entered into on June 29, 2020

**EXHIBIT 1.F**

**DTMB-MPSCS'S ADDITIONAL TERMS AND PAYMENT SCHEDULE FOR  
MONITORING THE CONNECTION OF THE DISPATCH CONSOLES**

(Applicable to Console only integrations, see Part II for full integration preventative maintenance, repair and monitoring responsibilities and additional terms.)

Commencing on the beneficial use of the Dispatch Consoles System;

- A. Consistent with the Integration Agreement, Member retains DTMB-MPSCS to monitor Member's network connection into the MPSCS.
  
- B. DTMB-MPSCS's Services will be compensated as follows:
  - 1. Member will reimburse DTMB-MPSCS for the replacement costs of Spare Parts, Materials, and Supplies used in the repair and maintenance of the Dispatch Consoles interface into the MPSCS.
  - 2. Member will reimburse DTMB-MPSCS for its labor costs related to Service Providers' or manufacturers' warranty service.
  - 3. Member will reimburse DTMB-MPSCS for its labor costs related to DTMB-MPSCS provided maintenance and repair of the member's network interconnection to the MPSCS.
  - 4. Member will be billed in arrears for Member's share of the proportionate time and materials costs related to MPSCS's labor or maintenance of Member's Dispatch Consoles network connection.
  - 5. Member will submit payment for DTMB-MPSCS services, within thirty (30) days from DTMB-MPSCS's invoice date. Invoices not paid within ninety (90) days of the invoice date will be referred to the MPSCS Director for review. Non-payment is a material breach of this Agreement, cause for termination of DTMB-MPSCS's Services, and termination of this Agreement.
  - 6. Payments will be directed to DTMB-MPSCS at the address shown on the invoice and will be made payable to the State of Michigan.
  - 7. For any questions regarding DTMB-MPSCS invoices, please contact MPSCS Billing Support at [MPSCS-Bus@michigan.gov](mailto:MPSCS-Bus@michigan.gov). If you are not receiving invoices, please update the Member's Invoice Contact information in Exhibit A of the Member Subscriber Agreement and submit to DTMB-MPSCS at [MPSCS-Bus@michigan.gov](mailto:MPSCS-Bus@michigan.gov).



Michigan's Public Safety Communications System (MPSCS)  
Michigan Department of Information Technology  
7150 Harris Drive  
P.O. Box 30631  
Lansing, Michigan 48909

Phone: (517) 284-4100

Fax: (517) 284-4066

Web: [www.michigan.gov/mpscs](http://www.michigan.gov/mpscs)

## MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM (MPSCS) MEMBER SUBSCRIBER AGREEMENT

This Michigan's Public Safety Communications System Member Subscriber Agreement is between **Tuscola County Central Dispatch**, whose address is: 1303 Cleaver Rd., Caro, MI 48723 (**Member**), and the State of Michigan, Department of Technology, Management and Budget, Office of the Michigan's Public Safety Communications System (**DTMB-MPSCS**), whose address is: 7150 Harris Drive, P.O. Box 30631, Lansing, Michigan 48909-8131, for membership in the Michigan's Public Safety Communications System.

### I. DEFINITIONS

- A. Agreement**—means this MPSCS Member Subscriber Agreement between the DTMB-MPSCS, and the Member, setting forth the MPSCS services provided to the Member and the terms and conditions under which the services are provided and, includes its exhibits, attachments, and any renewals or amendments.
- B. Bricked**—means a Member radio no longer functionable on MPSCS due to severe physical damage, a serious misconfiguration, corrupted firmware, or a hardware problem.
- C. Data**—means any MPSCS Data Service offering.
- D. Department of Technology, Management and Budget (DTMB-MPSCS)**—means the Michigan Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System, which is the State of Michigan Department that manages and operates the MPSCS.
- E. Disable**—means to have a Member unit radio ID turned off on the MPSCS.
- F. Emergency Alert**—means the System feature, which allows eligible MPSCS Members to transmit emergency alerts.
- G. Exhibit A**—Names the Member Liaison Officer, billing contact for Member fee payment, and Member's primary dispatch center contact information.
- H. Good Standing**—means the Member is in compliance with the MPSCS Member Subscriber Agreement's member obligations.

- I. Lost or Stolen (LOS)**—means a Member radio reported lost or stolen.
- J. Member Liaison Officer**—means the contact person named by Member in **Exhibit A** to perform the duties set forth in Section III below.
- K. Michigan’s Public Safety Communications System (MPSCS or System)**—means the Michigan’s Public Safety Communications System, established under 1929 PA 152 for public safety communications; and includes all the real and personal property, towers, equipment shelters, equipment and other related facilities and fixtures necessary for the operation and maintenance of the System and its management within DTMB.
- L. MI Login**—means the State of Michigan single sign-on application that will be used to access the RMS portal. Each Member Liaison Officer is required to create its own MI Login to be used for accessing the RMS portal.
- M. MPSCS Member (Member)**—means a public safety agency or a governmental entity (federal, state, local or tribal), together with its officers, agents and employees, paid or volunteer; or a non-public safety and/or non-governmental entity providing direct support to public safety responses or is a critical infrastructure provider authorized to hold membership with MPSCS.
- N. MPSCS Motion 360 Radio Management System (RMS)**—means the State of Michigan application portal customer agencies will use to request programming activations, disabling, reenabling, bricking, or changes for mobiles, portables, and console radios, as well as, keep contact information updated.
- O. Network Communications Center (NCC)**—means the MPSCS operation and Communications center, which manages the technical operation of the System on a 24/7 basis.
- P. Radio Equipment (Radio)**—means the Member's voice and data communications equipment, including control stations, consolettes, base stations, mobile or portable radios, or any other data or radio frequency interface, which has a unique MPSCS identification number.
- Q. Radio Programming Unit (RPU)**—means the MPSCS unit responsible for assignment of identification numbers; Template programming and reprogramming; all necessary database maintenance; and assignment of Talkgroups.
- R. Re-enable**—means to have a LOS Member unit ID turned back on in the MPSCS.
- S. Service Provider**—means the entity under contract with the Member to service and maintain Member's Radios.

- T. **State of Michigan**—means the owner of MPSCS.
- U. **System Management**—means the MPSCS’s responsibilities in the administration of MPSCS operations and selection of the MPSCS services provided under this Agreement including, upgrades and enhancements.
- V. **Talkgroup**—means a configurable, pre-programmed, voice pathway in the System by which properly programmed Radios can communicate with each other.
  1. **Non-Proprietary Talkgroup**—means a Talkgroup established by the MPSCS for the benefit and good of several Members. The MPSCS administration grants access to these talkgroups by proper request and with demonstrated need.
  2. **Proprietary Talkgroup**—means a Talkgroup assigned exclusively to a MPSCS Member for use during their duties. This Talkgroup may be shared between MPSCS Members with the written approval of the agency that established the Talkgroup.
  3. **Proprietary Radio System**—means a non-MPSCS radio system that may be programmed into a MPSCS Member's radio for the purpose of interoperability. The MPSCS does support programming of non-MPSCS proprietary radio systems.
- W. **Template**—means the Radio software, which controls the Radio’s Talkgroup functions and communication capabilities.
- X. **Template Design Unit (TDU)** —means the MPSCS unit responsible for development of Templates that will be programmed into a Member's radio. This includes defining a Member's communications plan; the establishment or reuse of Talkgroups; providing direction for concurrence of Talkgroups between agencies, and documenting Templates for construction by the RPU section.
- Y. **Twenty-four/Seven (24/7)** —means 24 hours a day, 7 days a week.

## II. MPSCS COMMUNICATIONS SERVICES

- A. **Template Design**—If requested by the Member via the RMS portal, TDU will work with and prepare a needs assessment for the Member, based on the Member's current and ongoing communication needs and priorities. Template programming by the RPU will commence once the Member approves the needs assessment. The RPU will prepare the primary Template for each Radio if requested by the Member. The RPU will correct any



Template programming error(s) attributable to the RPU. A Member may request one primary Template change per year at no charge. The initial Template will be programmed into the Radio by one of two options. Either by MPSCS personnel or a serial specific file will be provided by the RPU to the Member's Service Provider. These options will be paid by Member. Refer to the MPSCS Fee Structure.

- B. System Management**—includes MPSCS' responsibility for the following:
1. Assignment of Talkgroups' use priorities;
  2. Management of Talkgroups to assure appropriate use of the System;
  3. Enforcement of MPSCS guidelines, procedures, and protocols;
  4. Generate and use statistical data and reports concerning Member's Talkgroups, call durations, call types, busy signals, and other data analyses and reports; and
  5. Grade of service.
- C. Training**—Member's employees and other personnel must receive MPSCS approved Radio user training and/or "train the trainer" training.
- D. NCC Services** —The NCC operates and manages the System on a 24/7 basis. The NCC provides Member with emergency or planned activation of special-event Talkgroups. The NCC, upon Member's request, provides radio checks for unresponsive Radios; inhibits lost or stolen Radios; and provides communications troubleshooting.
- E. MPSCS Mobile Radios Performance**—MPSCS provides tested mobile radio communication coverage to the Member, subject to the Member's compliance with MPSCS recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member detects possible MPSCS network infrastructure malfunctions or radio communication coverage loss below the tested coverage, the Member should first contact its Service Provider for an evaluation of the problem. If the Member's Service Provider determines the problem does not originate from the Member's Radios, equipment installation or maintenance, the Member should notify the NCC. The NCC will investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction and report the corrective action to the Member.
- F. MPSCS Portable Radio Coverage**—Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in Member's desired coverage areas.
- G. Emergency Alerts Availability**—If Member has a 24-hour dispatch center capable of receiving control data associated with all its Talkgroups, and Member can verify to MPSCS that it has the capacity to monitor and supervise the Emergency Alerts feature, Member may have the Emergency Alerts feature activated at no additional charge during a

template reprogram. See MPSCS Emergency Alert and Emergency Call Policy 1.1.3. When this feature is activated, the Member must keep their RCM logged in and respond to Emergency Alerts in a timely manner. Additionally, Member must obtain, at its own expense, a license to operate its Radio Control Manager (**RCM**) from its equipment vendor in order to have this feature activated. The NCC cannot serve as back-up for monitoring Emergency Alerts if the Member chooses this feature. If Member changes primary dispatching responsibilities to a PSAP or center that does not have RCM functionality, Member is responsible for contacting RPU to have Emergency Alert (EA) function removed from their radios.

- H. Private Calling Availability**—Private calling permits properly programmed Radios to engage in "one-on-one" conversations. Only the initiating and target Radios are able to communicate. Private calling can tie—up System resources. Member may choose to avail itself of Private Calling after a determination of the need and potential impact on the System.
- I. Performance Standards; Monitoring; Electronic and Infrastructure Maintenance** — The System utilizes automated performance standards and automated diagnostics, which are monitored 24/7 to ensure a timely reactive response to System component outages or other System deficiencies. MPSCS provides complete monitoring, inspection, and maintenance for all MPSCS tower sites and System infrastructure that meets or exceeds manufacturers' recommendations. The MPSCS also maintains a preventative maintenance system for all major components.
- J. MPSCS Emergency Management Plan**—The MPSCS maintains an Emergency Management Plan for the System. The Emergency Management Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources, and back-up equipment.
- K. MPSCS Infrastructure Upgrades and Enhancements**—"**Upgrades**" are changes made to the System's infrastructure to assure compliance, or to improve existing features and operations, of the MPSCS. "**Enhancements**" are modifications made to MPSCS services or systems that add functions or features not originally part of the MPSCS. Benefits of the Upgrades are currently provided to Members at no additional charge. However, for a Member to access the new features and or enhancements, it may be necessary for the Member to upgrade its Radios after the appropriate MPSCS system upgrade is completed.

### **III. MEMBER OBLIGATIONS**

A. **Fees**—Fees are governed by MPSCS's policy on fee structure. Changes to fees are at the sole discretion of State of MI, MPSCS, upon **twelve (12) months** prior written notice to MPSCS Members.

1. **Exhibit A** – Names the Member Liaison Officer, billing contact for Member fee payment, Member's primary dispatch center contact information, and DTMB-MPSCS's contact information for notices.

B. **Member's Radios**—Member may only use MPSCS-approved Radios, with authorized and validated serial numbers, Talkgroups and Radio ID's. A list of approved Radios is available from the TDU or the MPSCS website. Before programming any Templates, the Member must provide the RPU a list of the Member's Radios, each identified by: vendor/Service Provider, manufacturer, model number, serial number and flash or operating version.

**Non-Public Safety and/or Non-Governmental Users –**

Except for Michigan public utility companies, any non-public safety and/or non-governmental users providing direct support to public safety responses that are not eligible to hold authorizations in the Public Safety Pool pursuant to 47 CFR § 90.20, must meet the below requirements in order to be permitted to utilize the Michigan's Public Safety Communications System (MPSCS):

1. Member must have established procedures controlling access to Radio's and strictly prohibiting any use of Radio's for any routine operations or not in support of a qualifying public safety event.
2. Any Radio's must be securely stored when not in use.
3. Any volunteer having access to or utilizing Radio's must be background checked through the State of Michigan ICHAT public facing portal.
  - a. The results of those background checks must be retained for inspection.
  - b. All volunteers having access to Radios must be background checked on an annual basis.
  - c. A roster of all current volunteers must be maintained.
  - d. If a volunteer is employed by a public safety agency (police, fire or EMS) verification of their employment will satisfy the background check requirement.
4. When assisting on public safety matters those activations must be documented including:
  - a. Time, date, location, name of agency assisting.
  - b. Name of volunteer(s) utilizing Radios
  - c. What Radios were used
  - d. What talkgroups were utilized
  - e. These records must be retained for a period of thirty-six months (36)
5. Member will be provided access to event zones F, G, H, I (law enforcement only), J, K, and L (must have AES encryption). For any talkgroups not owned by Member, the Member must have an MOU with the talkgroup owner.
6. The above records must be provided to MPSCS upon request for review.

- C. MPSCS Motion 360 Radio Management System**—application will be accessed using a MI Login. Member is required to keep its contact and radio asset information in the application current and report any changes to DTMB-MPSCS within 24 hours. In addition, before Member’s Service Provider may access the application, Member must have a Memorandum of Understanding (MOU) in place with its Service Provider to maintain confidentiality and protect any application information from unauthorized disclosure.
- D. MPSCS RMS Portal**—MPSCS is utilizing the RMS portal which is accessed using a MI Login. This portal replaces all email and phone requests for radio programming changes and/or additions to radios. Member’s will only be allowed access to its own account and users unless a MOU is provided for additional access. Any Member that is provided access to an account that does not belong to them must report the matter immediately to DTMB-MPSCS so the error can be corrected.
- E. Radios' Maintenance and Repair**—Member is responsible for maintenance and repair of its Radios in accordance with manufacturer's specifications.
- F. Template Modifications**—The Member may make Template modifications, through its Service Provider, if the modification does not adversely impact the operation and integrity of the System. Template modifications are not permitted for MPSCS radio zones: E, F, G, H, I, J, K and L. Template modifications must be made in strict compliance with RPU's standards and only upon **thirty (30) days** advance notice via the RMS portal to the RPU. MPSCS reserves the right to audit the Member's Templates at any time to confirm compliance with these requirements. Failure to comply with MPSCS Template modification standards is cause for termination of this Agreement. The MPSCS is not responsible for the installation or reprogramming of a modified Template into a Radio. An archive file will be provided to the Member for reprogramming of the Radio when possible. Some models of Radios cannot be programmed in the field due to programming security limitations and those Radios must be reprogrammed by the MPSCS. All costs associated with the MPSCS programming of Radios with modified Templates will be the responsibility of the Member.
- G. System Prohibited Use**—The Parties acknowledge that the Network is for public safety communication purposes consistent with FCC licensing requirements. Use of the Network by Member for anything other than Land Mobile Radio (**LMR**) voice and data traffic must be approved by DTMB-MPSCS. No commercial, personal or non-public safety related business may be conducted through the System by the Member, its authorized users or Service Provider.
- H. Compliance with Federal and State Laws**—Member must comply with all Federal and Michigan laws, rules, and regulations.

- I. **System Management**—Member must comply with MPSCS' System Management requirements.
- J. **Trained Personnel**—Member must not permit any personnel to use Radios until they have received approved MPSCS Radio user training.
- K. **Member Liaison Officer**—Member must name its Member Liaison Officer. The Member Liaison Officer will be responsible for authorization of Template modifications, coordination of new Radios onto the System, and providing necessary data to the RPU for record keeping purposes. The Member Liaison Officer will also be the Member's representative for MSPCS billing purposes unless otherwise designated in **Exhibit A**.

Member Liaison Officer must report any changes within 24 hours when a user is deemed no longer authorized access to the MPSCS or the RMS portal by the Member so permissions can be updated immediately.

In addition, in order to protect the integrity of the MPSCS, the Member Liaison Officer will notify the NCC within 24 hours of knowledge of any of the following status changes to radios (see MPSCS website, Forms tab for the appropriate submittal documentation):

- Lost
- Stolen
- Bricked or otherwise compromised
- Re-enable

Member Liaison Officer will notify the MPSCS of any Radio ID's that are no longer in use and of any changes in ownership of Radios to update the point of contact by e-mailing [MPSCS-Bus@michigan.gov](mailto:MPSCS-Bus@michigan.gov).

- L. **Compliance with MPSCS Guidelines, Procedures, and Protocols:**
  - 1. Member must comply with all MPSCS guidelines, procedures, and protocols.
  - 2. In order to protect the integrity, security, safety, and efficient operation of the System for all MPSCS Members, Member must take appropriate corrective action against any of its employees who violate MPSCS standards, guidelines, procedures and, protocols, or this Agreement.
  - 3. Software, configurations and usage may be limited to ensure integrity of the network as required by MPSCS security and maintenance policies.
  - 4. Violation of MPSCS standards, guidelines, procedures, protocols, or violation of this Agreement may result in termination of this Agreement.

#### IV. DURATION, CANCELLATION & TERMINATION

Membership in the MPSCS will remain in effect until canceled or terminated by MPSCS, upon **twelve (12) months** prior written notice to Member as long as the Member stays in good

standing. The Agreement may be terminated by MPSCS for violations of the terms and conditions of this Agreement upon **thirty (30) days** written notice to the Member. Membership in the MPSCS will remain in effect until canceled or terminated by Member, upon **ninety (90) days** prior written notice to MPSCS.

## V. AUTHORITY TO CONTRACT

Member represents that it has the requisite power to enter into this Agreement and that the person signing the Agreement has the authority to bind Member to its obligations in the Agreement.

## VI. MISCELLANEOUS

- A. **Waiver**—The failure of a party to insist upon strict adherence to any term of this Agreement must not be considered a waiver or deprive the party of the right to later insist to the strict adherence to that term of the Agreement.
- B. **Modification**—MPSCS general membership terms may be modified by the MPSCS upon **ninety (90) days** advance written notice to MPSCS Members. Terms in this Agreement that are specific to Member may be modified by a written amendment signed by both parties.
- C. **Governing Law**—This Agreement is governed by, and must be construed in accordance with the laws of the State of Michigan.
- D. **Headings**—The headings given to the sections and paragraphs of this Agreement are for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. **Independent Contractor Relationship**—The relationship between the parties is that of an independent contractor and client. No agent, employee, or servant of the MPSCS may be deemed to be an employee, agent, or servant of the Member. The Member will be solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- F. **Effective Date**—This Agreement is effective as of the date of the last signature, and this Agreement once effective will supersede and replace any prior Member Services Agreement entered into between the parties.
- G. **Counterparts**—This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission will constitute effective execution and

delivery of this Agreement by the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for any purpose whatsoever.

## VII. NOTICES

All notices given under this Agreement, except for emergency service requests, must be made in writing. All notices will be sent to the Member at the addresses provided in **Exhibit A** and all notices to DTMB-MPSCS will be sent to the applicable address below. An address change will be effective **seven (7) business days** after the notice of change is received.

### **MPSCS-RPU-TDU**

DTMB-MPSCS

Radio Programming Unit/Template Design

(517) 333-2720 Work

MPSCS-RPU@michigan.gov

PO Box 30631

Lansing, MI 48909-8131

7150 Harris Drive

Dimondale, MI 48821

### **MPSCS BILLING SUPPORT**

DTMB-MPSCS

Business Unit DTMB

(517) 284-4070 Work

(989) 640-2882 Mobile

[MatsonM@michigan.gov](mailto:MatsonM@michigan.gov)

[ParsonsR3@michigan.gov](mailto:ParsonsR3@michigan.gov)

**SIGNATURE PAGES FOLLOW**

**MEMBER:**

Tuscola County Central Dispatch

*(Name of Agency)*

---

*(Signature of Contact)*

By: \_\_\_\_\_

*(Print/Type Name of Contact)*

Its: \_\_\_\_\_

*(Title of Contact)*

Date: \_\_\_\_\_



**STATE OF MICHIGAN**  
**MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET:**  
Michigan's Public Safety Communications System

---

By: Bradley A. Stoddard  
Its: MPSCS Director

Date: \_\_\_\_\_

Please send signed Member Subscriber Agreement to:

Department of Technology, Management and Budget  
Michigan's Public Safety Communications System  
7150 Harris Drive  
Dimondale, MI 48821  
Attention: MPSCS Director

**Exhibit A**

**Member Liaison Officer and Billing Contact  
for MPSCS's Invoice and Fee Payments**  
*(Please print or type clearly)*

**Member Liaison Officer (See Section III)**

**\*Required fields:**

\*Name: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cell: \_\_\_\_\_

\*Ofc Phone: \_\_\_\_\_

\*Email: \_\_\_\_\_

**Primary Dispatch Center**

Name: \_\_\_\_\_

24x7 Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Activated Emergency Alert radios -  
Receiving Radio Control Manager (RCM):**

Agency Name: \_\_\_\_\_

Serial No.: \_\_\_\_\_

**Member Invoice Contact (\*required if  
different name and address from Liaison):**

\*Name: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cell: \_\_\_\_\_

\*Ofc Phone: \_\_\_\_\_

\*Email: \_\_\_\_\_

# TUSCOLA COUNTY CONTROLLER/ADMINISTRATOR'S OFFICE

Clayette A. Zechmeister  
Controller/Administrator  
zclay@tuscolacounty.org

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

Telephone  
989-672-3700

---

**March 22, 2024**

**To: Tuscola County Board of Commissioners**

**From: Clayette A. Zechmeister, Controller/Administrator and Mike Miller, Building and Grounds/Recycling Director**

**Re: Materials Management Planning**

Michigan has required each county to modify existing Solid Waste Plans and transition to Materials Management Plans as mandated by Part 115. Materials management planning focuses on providing sustainable practices, such as recycling and composting, while ensuring safe disposal options. A focus of this effort is to reduce the volume of materials entering landfills.

Effective materials management is crucial for environmental sustainability, resource conservation, and public health.

Collaboration with neighboring counties can leverage collective expertise, resources, and infrastructure to develop comprehensive solutions.

By working together, we can enhance efficiency, reduce costs, and implement innovative strategies for waste reduction, recycling, and diversion.

Tuscola County is required to provide an approved plan for materials management under the law of the State of Michigan. By working together with the surrounding Counties of Huron, Sanilac and Lapeer, we can also achieve greater progress toward our shared goals of environmental stewardship and resource conservation.

It is thereby requested that the Tuscola County Board of Commissioners approve the following motions:

Tuscola County formally agrees to collaborate with **Sanilac County** on materials management planning, recognizing the mutual benefits and shared responsibilities in addressing materials management challenges.

Tuscola County formally agrees to collaborate with **Huron County** on materials management planning, recognizing the mutual benefits and shared responsibilities in addressing materials management challenges.

Tuscola County formally agrees to collaborate with **Lapeer County** on materials management planning, recognizing the mutual benefits and shared responsibilities in addressing materials management challenges.



MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

March 18, 2024

Shelly Lutz  
Tuscola County  
125 W. Lincoln St.  
Caro, MI 48723

**RE: RAP**

Dear Ms. Lutz,

In accord with your RAP application and documentation for your AED project, I am pleased to enclose our payment in the amount of \$1,699.11.

I commend Tuscola County and yourself for taking this risk management initiative.

Sincerely,

A handwritten signature in cursive script that reads "Cara Ceci" followed by a stylized initial "SP".

Cara Ceci, ARM, CPCU  
Member Resources Manager

CC/sp

cc: Clayette Zechmeister  
MMRMA Risk Manager

Enclosure



- Members-only materials ▾
- MACPAC
- Advocacy ▾
- Education ▾
- Magazines
- Documents
- Membership Directory

# Legislative Update 3-15-24

WRITTEN BY [DEREK MELOT](#) ON MARCH 15, 2024. POSTED IN [BLOG](#), [BLOG DYNAMIC](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MARKETING](#), [NACO](#)

## Trial court funding reform bills pass House committee

Time-sensitive legislation to secure key trial court funding took its first step toward passage this week.

[House Bill 5392](#), by Rep. Sarah Lightner (R-Jackson), extends a quickly approaching May 1, 2024, expiration (“sunset”) of the authority of trial courts to levy fees that constitute a key part of their operational funding.



However, HB 5392 is now “tie-barred” to a separate measure through actions of the House Judiciary Committee. The companion bill, [HB 5534](#), by Rep. Kelly Breen (D-Oakland), outlines a plan for the State Court Administrative Office to conduct data collection on certain trial court costs and revenue sources and provide a report to the Legislature with proposals to implement the [Trial Court Funding Commission’s recommendations](#) from 2019. A “tie-bar” means both bills must advance together.

MAC sees broad support for the sunset extension, but the prospects for the companion bill are much less clear. If, for political reasons, the legislation is delayed and not signed before May 1, a funding gap will result.

Courts stand to lose nearly \$50 million in operational funding annually if HB 5392 does not pass. This loss of revenue, if not covered by the state, will fall on the counties to cover.

MAC supports both HB 5392 and 5534, with our first priority to move HB 5392 and extend the sunset prior to May 1, as was testified to last Wednesday.

These bills now move to the House floor.

MAC is asking members to take immediate action to urge quick legislative passage. Please visit MAC's advocacy center to share your support for HBs 5392 and 5534 with your elected officials. The legislative window is closing, as there are limited days for the Legislature to advance the bills to the governor prior to May 1.

For more information on this issue, contact Samantha Gibson at [gibson@micounties.org](mailto:gibson@micounties.org).

## MAC joins campaign to repeal state control of energy siting

The MAC Board of Directors has voted to join the Citizens for Local Choice, a coalition of groups pushing for a statewide vote to repeal sections of a state law that put an unelected state panel in final charge of siting of energy generation facilities.



“What we have heard from our own counties, and from colleagues across the state, is that this law enacted last year is a clear attack on local control, an attack Michigan’s 83 counties cannot allow to continue,” said Jim Storey, president of the MAC Board of Directors and chair of the Allegan County Board. MAC is aware of at least nine counties that already have passed resolutions in support of the ballot campaign.

MAC consistently opposed the act as it worked its way through the State Capitol last year, testifying on the consequences of usurping local control and suggesting changes that could facilitate the generation of clean energy without making the state Public Service Commission the final answer on local land use.

“It’s unfortunate we have reached this point, but this measure is so ill-conceived, so counter to the interests of communities and good governance, that MAC has to take this stand,” added Stephan Currie, executive director.

### What’s next?

MAC encourages county leaders to support the coalition’s work in several ways:

1. **Pass a county resolution in support of it.**  
The coalition has a template you can use for



this purpose. [Click here for it.](#)

2. **Consider circulating petitions for it.** [Click here to request a petition](#) from the coalition. (Please note there are specific rules on the collection process, so be sure to familiarize yourself with them; the coalition has text and video briefings on that process.)

The coalition now has petitions in the field to collect the 550,000 signatures the group thinks is advisable to meet state requirements for ballot proposals. Only 356,958 valid signatures are needed under state law, but the coalition has set a higher goal to ensure the legal requirement is easily met.)

Time is short, though, as the deadline to collect signatures is approaching on May 29, the deadline to reach the November 2024 ballot.

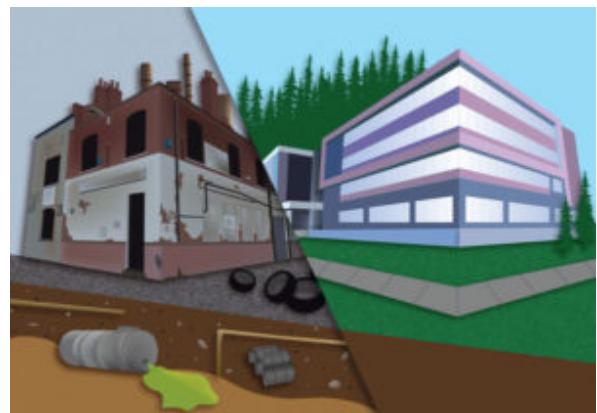
3. **Contact your county captain or volunteer to be one.** The coalition has [at least one county captain in 62 counties](#), but more are needed, particularly in Southeast Michigan. To volunteer as one, [sign up on the website](#) or send a note to [citizensforlocalchoice@gmail.com](mailto:citizensforlocalchoice@gmail.com).
4. **Donate to the campaign.** While the coalition is having success using volunteer petition collectors and not using paid ones, unlike other ballot efforts, a full statewide campaign to convince voters this fall will not come cheap. To donate directly to the coalition, [click here](#).

For more information on MAC's work in defense of local control, contact Director of Governmental Affairs Deena Bosworth at [bosworth@micounties.org](mailto:bosworth@micounties.org).

## 'Polluter pay' package would bring problems for counties

Action could occur in coming weeks on a so-called "polluter pay" package that MAC opposes due to the burdens it would impose on county agencies.

[Senate Bills 605-611](#), led by Sen. Jeff Irwin (D-Washtenaw), add new regulations for businesses and local units of government to own and operate brownfield sites, making it difficult and undesirable to do so. Environmentalists are referring to the package as "polluter pay," while industry representatives are calling it an attack on brownfield redevelopment.



The lead bill would require all owners of a contaminated property, whether they are responsible for the contamination or not, to conduct a baseline environmental assessment and submit a "due care plan" to the Department of Environment, Great Lakes, and Energy (EGLE) every five years. A due care plan must include specific actions, plus monitoring and reporting requirements.

Contaminated sites will need to be cleaned up to residential standards, the highest level possible. Even if the site is meant to be used as a parking lot, the owner will need to follow remediation guidelines as if the site were to be a neighborhood. Financial considerations are not factored into

this requirement in any way.

There is a stipulation for financial assurance on any facility that houses a pollutant. Many counties or their road agencies own salt sheds and oil brine tanks for road maintenance activities. For each of these facilities, a county would need to take out a bond for 70 percent of the cost to remediate the release of all pollutants on site. The response cost would be estimated per pound, or by a third party approved by EGLE.

Other provisions include medical monitoring, allowing EGLE to circumvent the rules-making process and changes to the statute of limitations for discovering contaminants. Aside from brownfield sites and road agencies, county airports also could be affected by this legislation.

MAC anticipates a hearing before the Senate Committee on Energy and Environment sometime in April. MAC will share updates as they become available.

For more information on this issue, contact Madeline Fata at [fata@micounties.org](mailto:fata@micounties.org).

## Podcast 83 discusses court funding, energy conundrums

What should have been a simple extension on state authority for local courts to levy fees for their operations has turned into a complicated bout of legislative gamesmanship, the Podcast 83 team reported in [its newest episode](#).

On May 1, the state law that allows trial courts to impose fees on defendants, a key part of the overall court funding system, expires. For many months, MAC has been working to, at minimum, get that authority extended to 2026, but the extension may not come until after the authority expires, Samantha Gibson explained.

“Last Wednesday, I testified in the House Judiciary Committee in support of two bills. One ... extends the quickly approaching May 1 sunset date ... (T)he other bill that MAC supports ... that’s a plan for a plan, if you will, that requires the State Court Administrator’s Office to do data collection on court costs, revenue, judicial caseload and a few other things to then give a report to legislators in May of 2026,” Gibson said.

The plan, as of March 11, was to “tie-bar” the bills, meaning either both advance or neither. This complicates passage of the fee authority, especially in light of the Legislature’s upcoming calendar and the continued 54-54 seat deadlock in the House, Gibson said.

In the end, MAC expects fee authority to be extended, but there could be a gap in “coverage,” which would mean missing funds from courts that would have to be made up by someone. “It’s MAC’s position that if the Legislature withholds the bills, and a funding gap occurs that the state is responsible for backfilling those funding and allocating that to local courts, which we saw back in October of 2022,” Gibson added.





Madeline Fata reported on a “town hall” held by the state Public Service Commission about the new law giving it the final say on the siting of wind and solar facilities.

“There certainly were a lot of red flags raised (on interpreting the law),” Fata said, “but they’re not done. There’s another meeting on March 19 at 1:30 p.m. There’s [a virtual link available](#). I think it’s great for members to participate on those. They’re also accepting public comment between now and March 25.”

Deena Bosworth reviewed her testimony before the House Local Government Committee on House Bill 5353, a measure to require legislators to consider the fiscal effects of their decisions in order to deter any new unfunded mandates on local governments.

“We’ve seen iterations of this bill in the past. Is there anything different in this bill that would kind of help it or hurt it or anything? As you know, we obviously haven’t seen much action in the past,” Bosworth noted.

View the full video of the episode, recorded on March 11, [by clicking here](#).

Previous episodes can be seen at [MAC’s YouTube Channel](#).

And you always can find details about Podcast 83 [on the MAC website](#).

## Local governments explain concerns on energy siting law to state panel

Local governments voiced concerns over implementing the new renewable energy siting law in the first in a series of public meetings hosted by the Michigan Public Service Commission (MPSC) last week.



MPSC staff heard from local governments and planning professionals about their many concerns for implementing Public Act 233, which takes effect this November. Among concerns raised were the short timeline for local units to adopt compatible renewable energy ordinances; whether or not locals can include provisions for buffering or screening in their plans; and who enforces compliance after the permitting process is completed.

MAC vigorously opposed the legislation in 2023 that became PA 233.

While the MPSC did not specifically address these concerns, the session served as more of a learning opportunity for their team. MAC notes that the MPSC is an appointed body whose primary function is ratemaking; it has little experience in land use planning or zoning.

The next session is set for March 19 at 1:30 p.m. and is open to the public. We encourage members [to tune in and learn more about the upcoming changes](#).

For more information on this issue, contact Madeline Fata at [fata@micounties.org](mailto:fata@micounties.org).

## Bill to help curb sheriff staffing shortages advances to Senate

Legislation aimed at addressing staffing shortages in sheriff offices cleared the Michigan House this week in a broad, bipartisan vote.

House Bill 5203, by Rep. Kelly Breen (D-Oakland), would allow county boards of commissioners to choose if retired county employees who work at a sheriff's office can continue to receive retirement benefits during a period of re-employment.



By 94-12, HB 5203 was passed out of the House this week. It now moves to the Senate Local Government Committee.

Currently, if a person who has retired and receives retirement benefits becomes re-employed by the same county, their retirement benefit payment is suspended for the length of their re-employment. The bill would allow retirement benefits to continue during re-employment if a retiree becomes employed by a county sheriff's office.

Allowing counties to re-employ sheriff's office employees and maintain their retirement benefits will address the severe staffing shortages seen within county sheriff's offices.

### **MAC supports this legislation.**

For more information on this issue, contact Samantha Gibson at [gibson@micounties.org](mailto:gibson@micounties.org).

## Healthy Climate Conference will focus on 'Accelerating Action'

With unprecedented climate investments from federal and state sources, recently passed legislation, and executive actions to help meet the goals in the MI Healthy Climate Plan (Plan), Michigan is positioned better than ever to achieve the main goal in the Plan of a healthy, prosperous, carbon-neutral Michigan for all residents by 2050.



To learn more, join the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the 2024 Michigan Healthy Climate Conference at the Lansing Center on May 16-17, 2024.

Building on these actions and the success of last year's conference, the department is hosting this two-day conference to continue the mobilization of engaged stakeholders and review the actions being taken around the state to implement the goals in the Plan. This year's conference is expected to draw more than 500 attendees from local, state, federal, and tribal governments, universities, nonprofits, community groups and businesses.

With the theme of this year's conference being "Accelerating Action," speakers will share about their success stories, challenges, funding opportunities, technical assistance, and other actions they are taking in the six priority areas of the Plan:

- Commit to environmental justice and pursue a just transition
- Clean the electric grid
- Electrify vehicles and increase public transit
- Repair and decarbonize homes and businesses
- Drive clean innovation in industry
- Protect Michigan's land and water

[Click here to start your registration.](#)

## Staff picks

- [U.S. Treasury issues final regulations for Inflation Reduction Act elective pay mechanism](#) (NACo News)
- [State awards \\$3.6 million for invasive species projects](#) (Michigan Department of Environment, Great Lakes and Energy)
- [Fiscal Snapshot: Judges' Compensation](#) (House Fiscal Agency)
- [Moving trees north to save the forest](#) (Knowable Magazine)



[Legislative Update 3-15-24](#)

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[MAC joins campaign to repeal state control of energy siting](#)

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[Legislative Update 3-8-24](#)

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[Meet Peter Cressy](#)

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[Legislative Update 3-1-24](#)

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Michigan Association of  
Counties

110 W. Michigan Ave., Suite  
200

Lansing, Michigan 48933

(800) 258-1152

(517) 372-5374

(517) 482-4599 Fax



Contact Us





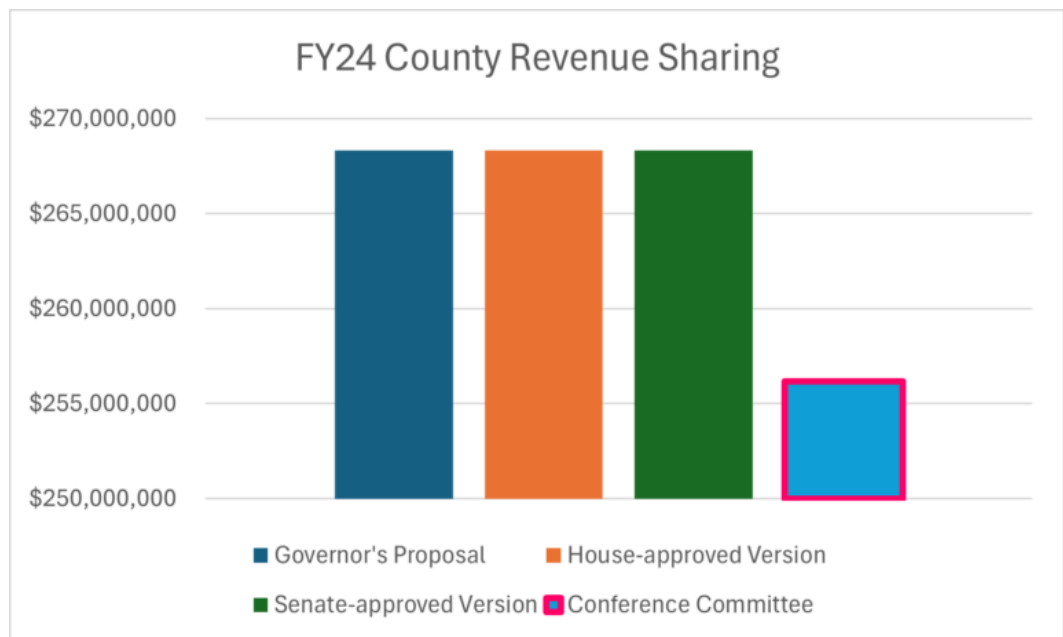
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# Legislative Update 3-22-24

WRITTEN BY [DEREK MELOT](#) ON MARCH 22, 2024. POSTED IN [BLOG](#), [BLOG DYNAMIC](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [NACO](#)

## Give locals a ‘true sharing’ of revenue, MAC tells Senate panel

MAC and other local government groups explained the key to restoring the full meaning of state revenue sharing is creating a dedicated revenue stream and



trust fund to exist outside the annual appropriations process to a Senate appropriations panel this week.

“Last year shows that the money that goes to revenue sharing for local units of government is just based on whatever money the state has available. It’s not really based on a true sharing of the state revenue,” said MAC Governmental Affairs Director Deena Bosworth. “When we got to conference committee, local units of government were devalued, and the money was pushed elsewhere.”

Bosworth was referring to [this chart](#) (see at right) in her [presentation](#) before the General Government Subcommittee that showed how, in FY24, lawmakers backed higher revenue sharing until the waning hours of the budget process. (View [her testimony](#), starting at 33:14 mark.)

To avoid such situations, MAC and others developed a Revenue Sharing Trust Fund plan embodied in [House Bill 4274](#), by Rep. Amos O’Neal (D-Saginaw), and [HB 4275](#), by Rep. Mark Tisdell (R-Oakland). The bills would require that 8 percent of the revenue generated by 4 percentage points of the state’s sales tax rate go into the fund.

Counties would receive 46.14 percent of this total, which would be \$273 million in the first year, an increase of nearly \$16 million from the current total.

The bills cleared the House last fall with a huge, bipartisan majority.

“All of the things that counties do at the local level are mandated either in the (Michigan) Constitution or by statute,” Bosworth advised the committee in urging adoption of the fund. “There are very few things that counties governments do for their residents that they have the discretion to do. Most of them are mandated.”

This week’s hearing was informational, as the bills are before the Senate Finance Committee. MAC is aiming for Senate action on them once the Legislature returns to sessions on Tuesday, April 8.

To send a ready-made message of support for these bills, just visit [MAC’s Advocacy Center](#).

For more information on this issue, contact Deena Bosworth at [bosworth@micounties.org](mailto:bosworth@micounties.org).

## Renewable energy industry gives its take on controversial siting law

Solar and wind developers shared a much different interpretation than locals on the new renewable energy siting law in the second in a series of public meetings hosted by the Michigan Public Service Commission (MPSC) this week.

MPSC staff heard from developers and their attorneys about their concerns for implementing Public Act 233, which takes effect this November. MAC vigorously opposed the legislation in 2023 that became PA 233.



The law references “each affected local unit of government” numerous times throughout, and while locals have interpreted that to mean the city, village or township, in addition to the county a project lies in, developers say it only applies to the local unit handling the zoning.

During the meeting, they argued that only the primary local unit should receive the \$2,000 per megawatt payment and the maximum \$75,000 in intervenor funds. A legal representative for the developers strongly cautioned the MPSC that while they may grant a local unit up to \$75,000 to contest the MPSC over a permitting decision, they should allocate much less.

Local governments and planning experts spoke during the first session and shared different concerns.

The MPSC must now determine how to proceed through the rule-making process. It is likely these disputes will be elevated, and a court of law may ultimately have to decide how to interpret the legislation. Much of the language in the law was drafted without proper consultation from stakeholders.

The next session is set for April 5 and is open to the public, though the time has not yet been announced. In the meantime, the MPSC is seeking feedback from the public. It has shared a list of questions and have asked that responses be submitted by March 31:

- What guidance or information are local units of government and communities seeking from the MPSC about implementing the new siting law (Public Act 233)?
- What lessons learned, resources, or expertise do local units of government and communities have to share with the MPSC?
- What types of consultant specialties were needed and who are the consultants you worked with in your evaluation of past developer applications?
- How can the MPSC incorporate local considerations into the process when a developer files an application at the MPSC?
- How should the MPSC determine the amount of the 1-time grant (up to \$75,000 per affected local government and not more than \$150,000 in total) for local intervenor compensation?

Responses can be sent to [lara-mpsc-commissioners2@michigan.gov](mailto:lara-mpsc-commissioners2@michigan.gov) or

Michigan Public Service Commission  
Attn: Cathy Cole  
PO Box 30221  
Lansing, MI 48909

MAC encourages members to stay tuned for more information.

For more information on this issue, contact Madeline Fata at [fata@micounties.org](mailto:fata@micounties.org).

## **Could ‘perfect user fee’ dig Michigan out of \$3 billion hole in county road resources?**

Michigan has a nearly \$3 billion a year funding gap to maintain its county road network, an expert in the field told MAC’s Podcast 83 in a new special episode.

“We’re short about \$2.8 billion a year for county road agencies,” said Ed Noyola, chief deputy and legislative director for the County Road Association of Michigan. “So that is really a number that boggles the mind, and I’m sure it’s

going to boggle the minds of our legislators and the governor’s office to include on top of what MDOT needs and what the cities and villages need.”

As daunting as the need is, finding a solution may be more of a challenge, Noyola warned.

“There is no way that the amount of money that we have is going to maintain (the roads) that we all have to maintain and make improvements to, period,” Noyola said.

“We’ve tried not to tell the Legislature what’s the best choice or how much they need to invest in the infrastructure. I don’t think we can play that anymore. I think we have to be direct and honest with them as to how much we need. They can decide whether they can meet that figure or not, but at least we have to tell them how much we need to increase it in the short term,” he explained.

### What is a “mileage-based user fee” and how would it work?

A promising new solution, Noyola says is the “mileage-based user fee.”

“It is a perfect user fee. If you drive 10,000 miles, you’re going to pay for 10,000 miles; if you drive 50,000 miles, you’re going to pay for 50,000 miles of road driving.”

Hear more about what the County Road Association thinks needs to be done ASAP on this issue by viewing [the full session](#), recorded on March 5.

Previous episodes can be seen at [MAC’s YouTube Channel](#).

And you always can find details about Podcast 83 [on the MAC website](#).

## **Deadline approaching for 1% of revenue sharing payment**

Counties are required, as part of the FY2024 budget, to certify that they have fully obligated or expended all their ARP funds by Dec. 31, 2023.

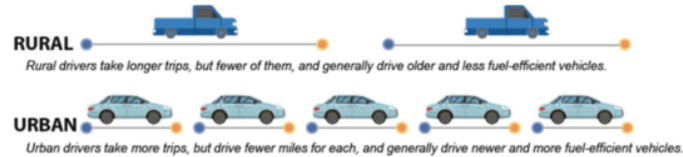
The [Michigan Department of Treasury Form 6056](#) must be completed and submitted to Treasury by March 30.

## **MBUF/RUC: Restoring the link between road use, fair payment.**



With EVs, other alternatives, road funding cost increasingly falls on older cars, trucks (rural and construction/ag/heavy trades). Less fair.

MBUF is per mile regardless of fuel efficiency of vehicle. Levels playing field.



Not additional fee – complete transition of funding.  
Lots of public education required. Choices required.



As of 8 a.m. on March 18, 40 counties had yet to comply with the reporting to receive the additional 1 percent of their revenue sharing payments.

For more information on this issue, contact Deena Bosworth at [bosworth@micounties.org](mailto:bosworth@micounties.org).

## Report offers suggestions on spending opioid dollars

Recommendations on how counties could deploy their opioid settlement funds are included in a new report paid for by the Michigan Opioid Partnership.



The partnership, a public-private collaborative including representatives from Michigan state government and key philanthropic organizations and the Center for Health and Research Transformation (CHRT) at the University of Michigan, worked to understand the needs and challenges of community-based recovery organizations in supporting recovery for individuals and families.

CHRT researched gaps and identified opportunities to address those gaps with relation to opioid settlement funding and to develop potential recommendations for state government and local governments. The report outlines areas for investment with opioid settlement funds in the areas of recovery and harm reduction, highlighting specific practices and pointing to Michigan-specific examples of these activities. Primary strategies presented in the report include recovery housing, peer support, recovery community organizations, engagement centers and jail services.

Read the full report [here](#).

For additional information, contact Amy Dolinky at [dolinky@micounties.org](mailto:dolinky@micounties.org).

## Interested in national policy? Apply for a NACo committee seat

NACo members have the opportunity to serve on 31 committees, caucuses, task forces and advisory boards to inform national policy-making and help solve problems impacting counties, boroughs and parishes.

### Policy Steering Committees

If you want to serve as a member of one of NACo's 10 policy steering committees, you simply need to email MAC Executive Director Stephan Currie at [scurrie@micounties.org](mailto:scurrie@micounties.org). MAC is responsible for these appointments. You do not need to complete any forms. Just list



A meeting of one of NACo's many policy committees.

first and second choices for committees. It is NACo practice to reappoint all members each year, so if you currently serve on a committee as a regular member, you will be renewed automatically. Please note that you can only serve on one Policy Steering Committee.

Leadership (chair/vice chair): All chairs and vice chairs of all committees and subcommittees are appointed by the NACo president each spring, with appointments announced at the NACo Annual Conference in July. Appointments are made through an application process. The Presidential application portal for incoming President Supervisor Jame Gore is currently open through April 26, 2024. You can access the site to apply [here](#). Detailed application instructions are outlined below. Please note that you can only serve on one Policy Steering Committee, so if you are appointed to leadership for a committee, you can't serve as a member on another Policy Steering Committee. ...

[READ MORE](#)

## Forum will focus on mass shootings and local responses

A forum to brief county and other local leaders on resources to prevent and respond to mass shootings will be held on April 17 in Lansing.

“School Mass Shooting & Critical Incident Preparedness Forum: The Role of Local Leaders” which run from 9 a.m. to 1 p.m. at Crowne Plaza Lansing, 925 S. Creyts Rd.



“The MSU and Oxford Village shootings have taught us that a school shooting can happen anywhere at any time. We owe it to our children to be prepared. Give the importance of this issue, former Dayton, Ohio, Mayor Nan Whaley (who responded to a mass shooting in Dayton) and Lansing Mayor Andy Schor will be keynote speakers. They will be joined by subject matter experts who will brief us on crisis communications, victim services, law enforcement training needs, school safety and available resources for county and other local leaders,” explained event organizer Sarah Peck of the Public Health Advocacy Institute at Northeastern University’s School of Law.

Registration link: <https://www.chds.us/in/registration/?event=3355>

Contact Peck at [s.peck@phai.org](mailto:s.peck@phai.org) for questions.

## Cycling infrastructure for rural areas is topic of MDOT class

Planning and designing approaches for cycling facilities in a “rural context” will be the focus of a three-hour webinar to be offered twice in April by the Michigan Department of Transportation. Each session will run from 1 p.m. to 4 p.m. Eastern.

[Click here to register for the April 10 session.](#)



[Click here to register for the April 30 session.](#)

The program will look deeper into the challenges and solutions for establishing safe and connected bicycle networks within and between rural communities. These concepts will be illustrated using national best practices, case studies and actual projects in rural communities.



This free course is for village, city, township and county managers, engineers, planners and officials.

**RSVP by April 5 for the April 10 class or by April 26 for the April 30 class.**

The class link will be provided by a separate email prior to the day of the class.

## Staff picks

- [Even \\$23B might not be enough to upgrade Midwest's power lines](#) (Governing)
- [Wayne County signs off on contract to erase medical debt for up to 300K](#) (Bridge Detroit)
- [Opioid needs assessment to be administered by \(Lake\) County](#) (Ludington Daily News)
- [Spring is very early. That's not good.](#) (Vox.com)



**RESOLUTION 2024-03**

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

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

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

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

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

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


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

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

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF BARAGA    )

I, WENDY J. GOODREAU, Clerk of the Baraga County Board of Commissioners and Clerk of the County of Baraga, do hereby certify that the above Resolution was duly adopted by the said Board on March 11, 2024.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Circuit Court at L'Anse, Michigan this 19th day of March, 2024.

  
\_\_\_\_\_  
Wendy J. Goodreau, Clerk

**A RESOLUTION SUPPORTING THE PROTECT MY KIDS BILL  
PACKAGE IN THE MICHIGAN LEGISLATURE**

WHEREAS, tobacco use is the leading cause of preventable death and disability in Michigan and contributes greatly to heart disease, cancer, and stroke; and

WHEREAS, tobacco retail licensing is an effective tobacco control measure that requires every store that sells tobacco products to have a license and Michigan is one of only 10 states that does not require retailers to obtain a license to sell tobacco making effective enforcement almost impossible; and

WHEREAS, Senate Bills 651 and 652 seek to establish a statewide Tobacco Retail Licensing (TRL) program, requiring all establishments selling nicotine or tobacco products to obtain a license, thereby enhancing compliance with existing tobacco sales regulations and reducing youth initiation to nicotine and tobacco; and

WHEREAS, Michigan state law prohibits local governments from enacting policies that regulate the sale and licensure of tobacco and nicotine products, keeping local communities from protecting kids' health; and

WHEREAS, 79% of Baraga County residents are concerned about young people using tobacco products; and

WHEREAS, Senate Bill 647 aims to repeal preemption provisions that prohibit local governments from enacting ordinances and regulations pertaining to the sale or licensure of tobacco products, empowering local communities to implement tailored tobacco control measures to protect their residents, particularly youth; and

WHEREAS, Michigan currently has no state tax on e-cigarettes or vaping products that contain nicotine and has not increased its tax on cigarettes in nearly 20 years; and

WHEREAS, The U.S Surgeon General has called raising prices on cigarettes "one of the most effective tobacco control interventions because increasing the price is proven to reduce smoking, especially among kids; and

WHEREAS, Michigan spends less than 10% of the Centers for Disease Control recommendation on tobacco prevention programs; and

WHEREAS, Senate Bill 648 proposes to establish a new tax on e-cigarettes and increase taxes on cigarettes and other tobacco products, with revenue generated dedicated to tobacco prevention and cessation programs, tax enforcement, and enforcement of smoke-free air laws, aligning with evidence-based strategies to reduce tobacco use, especially among youth; and

WHEREAS, flavored tobacco products play a key role in youth initiation and continued use of tobacco. More than 80 percent of 12-17-year-olds who have ever used a tobacco product start with a flavored product. Two-thirds of youth have reported using these products "because they come in flavors [they] like." More than 72 percent of current tobacco users surveyed have reported using a flavored tobacco product in the past month; and

WHEREAS, many states and over 360 localities have ended the sale of flavored tobacco products to protect kids and reduce health disparities. If Michigan takes this step, it would be a leader in protecting the health of its residents; and

WHEREAS, 77% of Baraga County residents support ending the sale of flavored tobacco products, including menthol cigarettes; and

WHEREAS, Senate Bills 649 and 650 aim to prohibit the sale of flavored tobacco products, including flavored e-cigarettes and menthol-flavored cigarettes, recognizing the significant role flavors play in driving youth initiation to tobacco and nicotine products and addressing health disparities within communities disproportionately targeted by the tobacco industry; and

WHEREAS, Michigan laws prohibiting and penalizing the possession, use, and purchase of tobacco products by minors, are ineffective as deterrents to youth smoking are often enforced inequitably and currently retailers are not held accountable for selling to minors; and

WHEREAS; Minors could be criminally charged for attempting to purchase, use, or possess tobacco products and research shows penalizing children is not an effective strategy for reducing youth smoking; and

WHEREAS, Senate Bills 653 and 654 repeal provisions in the Youth Tobacco Act that impose civil and criminal penalties on minors for purchasing, using or possessing tobacco products.

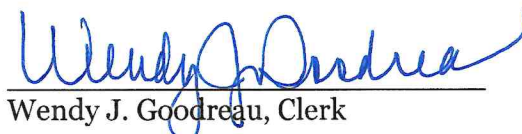
NOW THEREFORE BE IT RESOLVED. that the Baraga County Board of Commissioners support the Protect MI Kids Bill Package and urge the Michigan Legislature to swiftly pass these critical bills to protect the health and well-being of Michigan's children and youth.

BE IT FURTHER RESOLVED that Baraga County Board of Commissioners directs the County Clerk to send a copy of this resolution to the Baraga County delegation of both the Michigan Senate and House of Representatives; Governor Gretchen Whitmer; and as a communication to other Michigan Counties.

STATE OF MICHIGAN        )  
  ) SS  
COUNTY OF BARAGA        )

I, WENDY J. GOODREAU, Clerk of the Baraga County Board of Commissioners and Clerk of the County of Baraga, do hereby certify that the above Resolution was duly adopted by the said Board on March 11, 2024.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Circuit Court at L'Anse, Michigan this 19th day of March, 2024.

  
Wendy J. Goodreau, Clerk

OGEMAW COUNTY BOARD OF COMMISSIONERS

**RESOLUTION OF SUPPORT FOR STATEWIDE BALLOT INITIATIVE  
TO RESTORE LOCAL CONTROL OF SITING DECISIONS FOR  
RENEWABLE ENERGY AND ENERGY STORAGE PROJECTS**

**RESOLUTION NUMBER 24-36  
ADOPTED MARCH 14, 2024**

WHEREAS the ability of local jurisdictions to determine for themselves which projects should and should not be allowed in their local communities was enshrined in the landmark *Village of Euclid v. Ambler Realty Company* U.S. Supreme Court decision in 1926 that established the principle and practice of land use zones; and

WHEREAS on September 28, 2023, the Ogemaw County Board of Commissioners approved Resolution 23-124 in opposition to state preemption of local control in solar and wind siting and zoning; and

WHEREAS the Michigan Legislature and Governor acted to usurp local control of land use decisions established in *Euclid* through enactment of Public Act 233 of 2023, which strips away local community control of the siting process for renewable energy and energy storage projects and instead assigns that function to the Michigan Public Service Commission (MPSC); and

WHEREAS the Board feels strongly that local governments in Michigan are best suited to assess the land use needs of their respective communities as established nearly 100 years ago in the landmark *Euclid* decision.

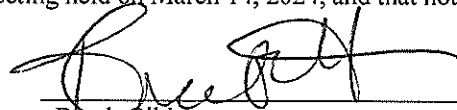
THEREFORE, BE IT RESOLVED that the Ogemaw County Board of Commissioners supports the statewide ballot initiative organized by Citizens for Local Choice, a grassroots coalition of local officials and community organizers across Michigan, to repeal Public Act 233 of 2023 which will restore local control of land use decisions.

BE IT FURTHER RESOLVED that this resolution be forwarded to all Michigan counties, the Michigan Association of Counties, state legislators who represent Ogemaw County, and other applicable state and local authorities.



Jenny David, Chairperson  
Ogemaw County Board of Commissioners

I certify that the foregoing is a true and accurate copy of the resolution adopted by the Ogemaw County Board of Commissioners, that such resolutions were duly adopted at a regular meeting held on March 14, 2024, and that notice of such meeting was given as required by law.



Breck Gildner  
Ogemaw County Clerk

Introduced by the Human Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION SUPPORTING STATEWIDE WATER AFFORDABILITY LEGISLATION**

**RESOLUTION #24 – 117**

WHEREAS, in October 2023, a package of “Water Affordability” bills was introduced in the Michigan Senate and House of Representatives which, if enacted, would establish a first in the nation statewide program to provide eligible low-income households with water bill payments considered affordable based on national standards, along with a sustainable funding source to support the program and protections from water service shut off; and

WHEREAS, SB 0549’23 and HB 5088’23 would create a low-income water residential affordability program under which qualifying individuals would not pay more than an average of 3% of their household income for water services and, if eligible, receive arrearage forgiveness for past due water debt and household plumbing repairs to prevent water loss; and

WHEREAS, SB 0550’23 and HB 5089’23 would create the low-income water affordability fund within the Michigan Department of Treasury using a \$2 per month, per retail water metered account funding factor which would be used as a dedicated funding source to support the low-income residential water affordability program and, among other things, ensure that water utility providers recover the full cost of services provided to eligible and enrolled customers; and

WHEREAS, SB 0551’23 and HB 5090’23 would create the “Water Shutoff Protection Act” which would require water utility providers give various forms of notice to residential customers prior to the disconnection of water service due to non-payment and to prevent water service disconnection for individuals meeting the requirements of a critical care customer whose life would be at imminent risk without household water services; and

WHEREAS, the average inflation-adjusted water costs have roughly doubled (increased by 188%) for the state as a whole since 1980 and the cost of water service, on average, has increased at a faster rate than all other essential goods and services, except health care; and

WHEREAS, customers who cannot afford water bill payments are at risk of water service shut off, property tax liens that can result in foreclosure, and other potentially devastating consequences including housing insecurity and harm to personal health, dignity, and family relationships; and

WHEREAS, the inability of customers to afford water services also impacts water utility providers through uncollected or delayed revenue, increased operational costs, and deferred infrastructure maintenance or replacement; and

WHEREAS, the Ingham County Board of Commissioners recognizes that access to affordable water services is a fundamental human right, essential for the fiscal stability of water utility providers, necessary to protect public health and safety, and critical to the resilience and prosperity of Ingham County and all Michigan residents.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners supports and urges the Michigan Legislature to take action to pass Senate Bills 0549-0551 and House Bills 5088-5090.

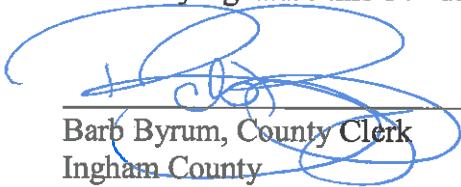
BE IT FURTHER RESOLVED, that the Ingham County Clerk is requested to forward copies of this resolution to the Governor, the members of the Ingham County delegation to the Michigan Legislature, the Michigan Association of Counties and all Counties within the State of Michigan.

**HUMAN SERVICES: Yeas:** Cahill, Tennis, Trubac, Peña, Pawar  
**Nays:** Ruest **Absent:** Morgan **Approved 03/04/2024**

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF INGHAM    )

I, Barb Byrum, the duly qualified and acting Clerk of Ingham County, Michigan (the “County”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on March 12, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 14<sup>th</sup> day of March, 2024.

  
\_\_\_\_\_  
Barb Byrum, County Clerk  
Ingham County