



# *Lapeer County Board of Commissioners*

255 Clay Street, Suite 301  
Lapeer, Michigan 48446  
Phone: (810) 667-0366  
Fax: (810) 667-0369  
[www.lapeercountymi.gov](http://www.lapeercountymi.gov)

## **COMMITTEE OF THE WHOLE** **A-G-E-N-D-A**

**\*\*COMMISSION CHAMBERS\*\***

**August 10, 2023**

**9:00 A.M.**

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### **GENERAL BUSINESS**

- CHAIRMAN **CALL TO ORDER**
- **ROLL CALL ATTENDANCE** BY CLERK
- **OPENING PRAYER** AND **PLEDGE OF ALLEGIANCE**
- APPROVAL OF THE **AGENDA**
- CONSIDERATION OF THE DRAFT **MINUTES** FROM THE **JULY 13, 2023** COMMITTEE OF THE WHOLE MEETING
- DISTRIBUTION AND REVIEW OF **OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS** AND **BUDGET AMENDMENTS** (*throughout the meeting*)
- **DEPARTMENT HEAD UPDATES** – (As needed, No Action Required)
- **PUBLIC TIME** – Citizens Comments (*maximum of 3 minutes per person*)

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### **NEW BUSINESS**

- 1) **PROSECUTING ATTORNEY** –
  - a. Requesting approval to renew the MDHHS Contract Agreement for Prosecution Reimbursement of Abuse and Neglect Cases (3-year term)
  - b. Requesting acceptance of the 2024 Crime Victim Rights Grant
- 2) **SHERIFF** – Request to approve the purchase of a new Leica brand TS07 Manual Total Station used for Traffic Crash Reconstruction
- 3) **PROBATE COURT** – Request to approve the submission of the Child Care Budget Fund 292 to the State and Authorize the Chairman to sign
- 4) **CHERYL CLARK, KIND Executive Director** – Request to renew funding for the KIND (Kids in New Direction) School-to-Career Preventative Program

*Continued—*

**5) MENTAL HEALTH –**

- a. Request to approve the Final FY 2022-2023 Appropriation Transfer.
- b. Request to approve Budget Amendment

**6) ADMINISTRATION/BOC/FINANCE –** Request to Authorize Payment to Shifman Fournier for Labor Services through July 31, 2023 *(line items detailing the bill have been made available to commissioners for review)*

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**OLD BUSINESS****7) EMERGENCY MANAGEMENT –** Request to Accept the Homeland Security Grant for FY 2022 and that Lapeer County be Fiduciary Agent for the District Health Department #2 and Authorize the Chairman to Sign Said Agreement *(referred from the 7/27/23 Full Board with Authority to Act in this matter)***8) ADMINISTRATION/SHERIFF -** Bid recommendation for the Camera & Cabling project at the Sheriff's Department/Jail *(referred from the 7/27/23 Full Board with Authority to Act in this matter)***9) WRECKER/TOWING CONTRACTS –** Bid Recommendation for Wrecker/Towing Contract for Zones 1, 2 and 3 *(referred from the 7/27/23 Full Board with Authority to Act in this matter)*

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**ADDITIONAL ITEMS** *(if needed)*

10)  
11)  
12)

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**OTHER BUSINESS**

- **PUBLIC TIME-** Citizens Comments *(maximum of 3 minutes per person)*
- **COMMISSIONERS' REPORTS**
- **ADMINISTRATOR AND/OR CFO UPDATES**
- **\*\*CLOSED SESSION\*\*** *(only if needed)*

**ADJOURN -**

**\*\* Public Recording Notice:** Please be advised that the meetings of the Lapeer County Board of Commissioners are streamed live and recorded on social media for public viewing and transparency. We respectfully request that anyone addressing the Board of Commissioners during "Public Time" be proactive and make every effort in keeping their words and language appropriate for ALL users, including children for educational purposes.

The County Controller/Administrator shall not edit or delete video of any County Commissioner Meeting. Should any issue arise with any content of a meeting video, the Board of Commission members shall be notified. Discretion as to changes to recordings/videos rests solely with the Chairman of the Board of Commissioners. However, a language/content warning may be added to the description of a video when appropriate by the Administrator. (rev. 6/22/2023) \*\*

**Upcoming Meetings/Public Hearings/Events****NEXT FULL BOARD MEETING – 08/24/23****NEXT C.O.W MEETING – 09/14/2023****FOLLOWING FULL BOARD: 09/28/2023****All sub-committee meeting agendas are posted on the County website if they are being held.**

## COMMITTEE OF THE WHOLE

July 13, 2023

9:00 a.m.

Chairman Kohlman called the meeting to order at 9:02 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Haggadone opened the meeting with a prayer. The Pledge of Allegiance was recited.

Present: Commissioners Bryan Zender, Brad Haggadone, William Hamilton, Gary Howell, Truman Mast, Tom Kohlman

Absent: Commissioner Kevin Knisely

Others: Moses Sanzo, County Controller/Administrator, Jackie Arnold, Chief Financial Officer, Doreen Clark, Assistant to the Administrator, Lynette Stanford, Secretary/Deputy County Clerk

Motion by Zender, supported by Haggadone, to approve the agenda with the addition of a revised motion regarding Region 10, a request to add Animal Control purchase of the PetManager Program, plus a presentation from Matt Taylor of Municipal Employees' Retirement System, and the deletion of a closed session. Motion carried.

Motion by Haggadone, supported by Hamilton, to approve the minutes from the June 8, 2023 Committee of the Whole Meeting. Motion carried.

### **Elected Official/Department Head Updates**

Jeff Satkowski, Director of Central Dispatch gave an update regarding his department, he also shared the results of a recent Cyber Security Audit, which was conducted by an independent Agency.

Rachel Horton, Animal Control Division Chief gave an update regarding her department.

**Public Time** – six people spoke during public time.

It was noted that the County has received three bids for Wrecker/Towing Services. Before discussion began Commissioner Haggadone recused himself from discussion and voting regarding Zones 2 & 3 for these contracts due to a potential conflict. The bids were opened from Paul's & Yakes Towing, E & L Towing and Byers Wrecker Service Inc. Discussion followed.

Motion by Howell, supported by Mast, to recommend to the Full Board, to authorize the Chairman to create an Ad Hoc Committee of Commissioner Zender, Hamilton and Haggadone, for the purpose of reviewing each bid and bringing back recommendations to the Regular Board for consideration. Motion carried.

The Commissioners allowed T.C. Craven and Marty Tompkins to speak regarding the towing bids before the discussion concluded.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize the Lapeer County Sheriff's Department to purchase 60 cases of disposable gloves, at a cost of \$43.80 per case, or \$2,628.00 total, to be paid from line item 207-350-810.070, at no additional cost to the County General Fund. Motion carried.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, to approve the renewal contract agreement between the Lapeer County Sheriff's Department and Central Professional Services, to help recovery monies owed to the county, with no cost to the county, for a period of one year; and further, to authorize the Chair/Vice-Chair to sign said agreement. Motion carried.

Motion by Hamilton, supported by Zender, to recommend to the Full Board, to approve the following Budget Amendment for the Dive Team Division, at the Sheriff's Department:

LAPEER COUNTY  
BUDGET AMENDMENT FORM

FUND NAME: Sheriff's Department  
ORIGINATOR: Jacky Berwick  
DATE SUBMITTED: 6/7/23

RECEIVED: \_\_\_\_\_  
REVIEWED: \_\_\_\_\_  
FORWARDED: \_\_\_\_\_  
RETURNED: \_\_\_\_\_

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	DEPT						
207	335 814 350	OFFICERS	2,936.00		0.00		2,936.00
207	335 970 030	TRAINING	2,602.00		0.00		2,602.00
207	320 544 000	GRANT			5,315.64		5,315.64
457	350 954 320	GRANT			30,000.00		30,000.00
					30,000.00		30,000.00

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!

DEPT. HEAD: \_\_\_\_\_ MOTION S: \_\_\_\_\_ COMPUTER ENTRY BY: \_\_\_\_\_  
DATE ENTERED: \_\_\_\_\_

Motion carried.

Motion by Howell, supported by Zender, to recommend to the Full Board, to adopt Resolution 2023-R009 to accept Grant Agreement regarding:

"RESOLVED, that Lapeer County, Michigan, does hereby accept the terms of the Agreement as received from the DISTRICT HEALTH DEPARTMENT No. 2, a public health department serving four counties within Michigan's Region 3, hereinafter referred to as "DHD2", acting as Fiduciary Agent for the 2022 Homeland Security Grant Program (Fiduciary), and that the Lapeer County Board of Commissioners, does hereby specifically agree, but not by way of limitation, as follows:

1. To make available all funds necessary to complete the project during the project period in an amount not to exceed \$58,000.00, to be reimbursed by the Homeland Security Grant Program.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the equipment purchased and reserved under this Agreement to assure the use thereof in accordance with the Homeland Security Grant Program.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

Roll Call vote: Howell, aye; Haggadone, aye; Hamilton, nay; Knisley, absent; Mast, nay; Zender, aye; Kohlman, nay. 3 ayes, 3 nays, 1 absent. Motion failed.



Motion by Zender, supported by Hamilton, to recommend to the Full Board, to accept the Region 10 Prepaid Inpatient Health Plan (PIHP) Prevention Services contract amendment #9 & #

10, for a total of \$16,650.00; and further, to authorize the Chair/Vice-Chair to sign said amendments. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to authorize Lapeer County Animal Control to purchase the PetManager Program for online licensing from Jeremiah Brown, at a cost of \$5,000.00, which includes the dispatch version, yearly support for the first year, electronic reminders, and custom reports, to be paid from line item 225-431-850.200. Motion carried.

Motion by Hamilton, supported by Mast, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$2,640.00, for labor related legal services rendered through June 30, 2023, to be paid from line item 101-239-801.020. Motion carried.

Motion by Haggadone, supported by Zender, to recommend to the Full Board, to adopt the Tentative Fiscal Year 204/25 Biennial Budget Calendar, as submitted. Motion carried.

Motion by Haggadone, supported by Zender, to recommend to the Full Board, to change the County's Fiscal Year Ending from December 31<sup>st</sup> annually to September 30<sup>th</sup>, effective beginning September 30, 2025 and thereafter. Motion carried.

Motion by Zender, supported by Hamilton, to refer the topic of a bid recommendation regarding the cabling project, at the county Sheriff's Department/Jail, to the July 27, 2023 Regular Board Meeting Agenda. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to approve the Request for Proposal (RFP) for Legal Counsel Services and authorize the County Administration Office to immediately release the Request for Proposal (RFP), and post it on the County's website. Motion carried.

Matt Taylor, Regional Manager of Municipal Employees' Retirement System, spoke to the Commissioners regarding the different options for retirement plans available through Municipal Employees' Retirement System.

Motion by Haggadone, supported by Zender, to recommend to the Full Board, to authorize the merging and transfer of the Alcohol and Information and Counseling Center (AICC) program from the auspicious of the Lapeer County Health Department to the Lapeer County Community Mental Health Department, effective August 1, 2023, in order to provide improved, cost effective coordinated substance abuse and counseling services to the citizens of Lapeer County, pursuant to the final written Letter of Agreement prepared by labor counsel to be signed by both AFSCME Council 25 and Teamsters Local 214, CMH Unit, unions for those affected employees; and further, that the following actions related to the merger/transfer also be authorized:

- a) The current Non-Union AICC Supervisor will also transfer with all their benefits as consistent with the union staffing;
- b) All current AICC revenue will be transferred from the County and Health Department to the appropriate CMH revenue lines;
- c) The SUD portion of the County PA-2 funds will be allocated to CMH and transferred to Region 10 PIHP;
- d) All AICC contracts in place will be transferred to CMH and will be managed by the Community Mental Health CEO under the authority of the Lapeer County CMH Board;
- e) The Health Department will maintain custody of all clinical records produced by AICC as a program of the Health Department. Individual releases of information signed by the person served will be required to transfer the clinical record file to CMH.

Motion carried.

**Public Time** – five people spoke during public time.

The Commissioners made statements regarding Public Time comments, and gave brief reports on upcoming meetings and events.

Motion by Zender, supported by Haggadone, to adjourn the meeting. 11:21 a.m.

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Tom Kohlman, Chairman  
Committee of the Whole

**REQUEST FOR ACTION****DATE:**     July 17, 2023XX REQUEST FOR ACTION       FOR YOUR INFORMATION       REQUEST FOR INFORMATION**TO:**    Lapeer County Board of Commissioners**FROM:**     **John Miller, Prosecuting Attorney**

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**SUMMARY OF REQUEST / INFORMATION:** Renewal of MDHHS contract for reimbursement of neglect and abuse prosecution casework. Renewal is for a three year term commencing October 1, 2023 through September 30, 2026.**ADDITIONAL INFORMATION:****CONTACT PERSON(S):****BACKGROUND INFORMATION:****SUPPORTING DOCUMENTS:** Contract attached.**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to approve renewal of the MDHHS contract with the Office of the Prosecuting Attorney for a three year term beginning October 1, 2023 and ending September 30, 2026.

ATTACHMENTS     YES X NO \_\_\_\_\_

**State of Michigan**  
**Department of Health and Human Services**  
**Bureau of Grants Purchasing (BGP)**  
**PO Box 30037, Lansing, MI 48909**  
**Or**  
**235 S. Grand Avenue, Suite 1201, Lansing, MI 48933**

**CONTRACT NUMBER: MA230000000608**  
**Between**  
**THE STATE OF MICHIGAN**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**And**

CONTRACTOR		PRIMARY CONTACT	EMAIL
County of Lapeer Prosecuting Attorney		John Miller	jmill@lapeercounty.org
CONTRACTOR ADDRESS			TELEPHONE
255 Clay St, Lapeer MI 48446			810-667-0326
STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator	Cathy Niedecken	231-534-5958	niedeckenc@michigan.gov
BGP Analyst	Amanda Herren	517-335-0153	herrena1@michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Legal Representation-Prosecuting Attorney Foster Care		
GEOGRAPHIC AREA	Lapeer County		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
3 years	October 1, 2023	September 30, 2026	2, one-year options
MISCELLANEOUS INFORMATION	PROFC24		
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$75,000.00	
CONTRACT TYPE	Unit Rate		

\*The effective date of this Contract shall be the date listed in the "Effective Date" box above, or the date of Michigan Department of Health and Human Services (MDHHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Contract. The Contractor's signature certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

**FOR THE CONTRACTOR:**

County of Lapeer Prosecuting Attorney  
Contractor

Signature of Director or Authorized Designee

Print Name

Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND  
HUMAN SERVICES

Signature of Director or Authorized Designee

Terri Smith  
Director, Purchasing Division  
Print Name

Date

Contract Number: MA230000000608

This Contract will be in effect from the date of MDHHS signature through September 30, 2026. No service will be provided and no costs to the state will be incurred before October 1, 2023, or the effective date of the Contract, whichever is later. Throughout this Contract, the date of MDHHS signature or October 1, 2023, whichever is later, shall be referred to as the begin date.

At the discretion of MDHHS, this Contract may be renewed in writing by an amendment not less than 30 days before its expiration. This Contract may be renewed for up to two additional one-year periods.

<u>Contract Period</u>	<u>Amount</u>
Begin Date through September 30, 2026	\$75,000.00
Total Amount:	\$75,000.00

1. PROGRAM REQUIREMENTS

1.1. Client Eligibility Criteria

a. All clients must be involved in court proceedings regarding the abuse and neglect of children. Delinquency cases are not eligible for service under this Contract.

b. Determination of Eligibility

Eligibility is determined by MDHHS.

1.2. Reserved

2. CONTRACTOR RESPONSIBILITIES

2.1. Email Address

The Contractor authorizes MDHHS to use the contact information below to send Contract related notifications/information. The Contractor shall provide MDHHS with updated contact information if it changes.

Contact email address: jmillar@lapeercounty.org

2.2. Geographic Area

The Contractor shall provide services described herein in the following geographic area: Lapeer County

2.3. Location of Facilities

The Contractor shall provide services described herein at the following location(s):

County Courthouse

MDHHS Local Office

Other locations determined by a court or the need of the child/ren

2.4. Credentials

The Contractor shall assure that appropriately credentialed or trained staff under its control, including Contractor employees and/or subcontractors, shall perform functions under this Contract.

The Prosecuting Attorney and his/her designee must possess a Law Degree from an accredited law school and be licensed to practice law in the State of Michigan by the Michigan Bar Association, with membership in good standing.

2.5. Services to be Delivered

Service #1 of 1: Legal Representation

a. Activities the Contractor shall perform:

The Contractor shall:

- 1) Provide legal representation to MDHHS and/or designee in court proceedings regarding the abuse/neglect of children. Notify MDHHS in the event that legal representation is not agreed upon, as described below in Service #1 of 1, 5).
- 2) Advise MDHHS staff and/or designee, when requested and within statutory time frames, on the legal sufficiency of the petition, information, and proofs.
- 3) Provide legal representation to MDHHS and/or designee throughout the court process, including, if necessary, any appeals.
- 4) Meet with MDHHS staff and/or designee for the purpose of:
  - a) Advising with regard to present sufficiency of evidence necessary to proceed to court.
  - b) Reviewing proposed petition for legal and evidentiary sufficiency and proofs, with regard to the disposition sought, prior to filing.
  - c) Providing appropriate assistance as determined by MDHHS and the Contractor in preparing for all phases of the court hearing process

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(i.e., preliminary hearing, adjudication, dispositional, review and permanency/termination).

- d) Determining the witnesses, exhibits, and other evidence necessary for all hearings.
  - e) Ensuring that all witnesses are subpoenaed.
  - f) Advising with regard to any follow-up preparations required for future hearings.
  - g) Providing legal representation for any negotiations which pertain to plea agreements or settlements.
- 5) In the event that the Contractor determines that it cannot represent or continue its representation of MDHHS due to a conflict or fundamental disagreement as to the manner to proceed in a given case, the Contractor shall provide notification of such information, on a case by case basis, forty-eight hours prior to court proceedings so that MDHHS may obtain alternate counsel. The Contractor shall support MDHHS to adjourn hearings pending new counsel.
- 6) Prepare, record, and maintain any/all documentation required for the provision of service to eligible clients.
- b. Eligible activities:
- 1. Independent investigation of the facts of the case, including interacting with law enforcement
  - 2. Meeting with clients
  - 3. Attending case planning meetings
  - 4. Providing legal interpretations
  - 5. Preparing briefs, memos, and pleadings
  - 6. Obtaining transcripts
  - 7. Interviewing and preparing client and witnesses for hearings
  - 8. Hearing presentation
  - 9. Maintaining files
  - 10. Supervising attorneys, paralegals, investigators, peer partners or social workers that support an attorney in providing independent legal representation to prepare for and participate in all stages of foster care legal proceedings
  - 11. Filing child abuse and neglect petitions for candidates for foster care

12. Court fees to file a petition for a judicial determination required under Title IV-E
13. Appellate work in reference to foster care legal proceedings
- c. Unit Definition: One unit equals one hour of the Prosecutor's and/or Assistant Prosecutor's time [exclusive of travel time] providing services to MDHHS staff or their designated agent as outlined above.

2.6. Expected Performance Outcomes

During the Contract, the Contractor shall demonstrate measurable progress toward the achievement of the outcomes listed below:

- a. MDHHS or designee shall receive legal representation from the Contractor at all proceedings the court requires the Contractor to attend, as agreed upon by the parties.
- b. MDHHS or designee shall receive legal representation from the Contractor for the purpose of providing evidence and testimony to the court for: contrary to the welfare, reasonable efforts, and permanency findings.
- c. MDHHS staff, which includes its designees, shall receive appropriate assistance from the Contractor in preparing for all court hearings, as agreed upon by the parties. MDHHS shall actively facilitate the contractual relationship between the Contractor and its designees relative to the legal representation provided herein.

2.7. Reporting Requirements

The Contractor shall submit to MDHHS reports that indicate the status and effectiveness of activities performed under this Contract as indicated:

- a. Supporting documentation that includes the number of actual hours of service delivered by the Prosecuting Attorney for the representation of referred child abuse/neglect cases, including the child's first and last name, and date[s] of service delivery. This documentation shall be submitted via an Electronic Payment Request (EPR).

2.8. Audit Requirements

**Contractor/Vendor Relationship**

This Contract constitutes a contractor/vendor relationship with MDHHS. No financial audit is required under this Contract by MDHHS. No financial audit costs are allowed to be billed to this Contract. In the event the Contractor elects to have



a financial audit performed, the submission of the audit report to MDHHS is not required nor desired unless there is a finding of a Going Concern.

The Contractor must immediately report to the MDHHS Bureau of Audit, Reimbursement, and Quality Assurance accounting irregularities including noncompliance with provisions of this Contract.

2.9. Client Records

For each eligible client served under this Contract, the Contractor shall maintain client case records consisting of:

- a. Eligibility certification documents.
- b. Date of contact with client.
- c. Problem identification.
- d. Methods of service delivery.
- e. Significant contacts with client and significant events.
- f. Other material related to this Contract as may be specified by MDHHS.

2.10. Reserved

2.11. Fiscal Requirements

The Contractor shall install and maintain an accounting system to identify and support all expenditures billed to MDHHS under this Contract. The accounting system must record all income and expenses for the Contractor's total program of which services provided under this Contract are a part. The accounting system, as a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

2.12. Billing

The Contractor shall bill MDHHS using the unit rate established in the Schedule B Pricing Matrix.

All invoices submitted to MDHHS must include: (a) date, (b) Contract number, (c) Delivery Order Number (d) description and dates of Contract Activities performed, (e) unit price, (f) number of units, and (g) total cost. All invoices should reflect actual work done. Invoices must be submitted as directed by the fiscal year delivery order

2.13. Criminal Background Check

As a condition of this Contract, the Contractor certifies that the Contractor shall, prior to any individual performing work under this Contract, conduct or cause to

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be conducted an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Contract, works directly with clients or has access to client information.

Information about ICHAT can be found at <http://apps.michigan.gov/ichat>.

The Michigan Public Sex Offender Registry website address is <http://www.mipsor.state.mi.us>.

The National Sex Offender Public website address is <http://www.nsopw.gov>.

As a condition of this Contract, the Contractor certifies that the Contractor shall, prior to any individual performing work under this Contract, conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Contract, works directly with children.

Information about CR can be found at [http://www.mi.gov/dhs/0,1607,7-124-5452\\_7119\\_48330-180331-,00.html](http://www.mi.gov/dhs/0,1607,7-124-5452_7119_48330-180331-,00.html).

The Contractor shall require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Contract, works directly with clients or who has access to client information to notify the Contractor in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

The Contractor further certifies that the Contractor shall not submit claims for or assign duties under this Contract to any new employee, employee, subcontractor, subcontractor employee, or volunteer based on a determination by the Contractor that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

The Contractor must have a written policy describing the criteria on which its determinations shall be made and must document the basis for each determination. The Contractor may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Contract. In addition, the Contractor must further have a clearly defined written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or client's personal information. These screening practices serve to protect the organization and its clients. The Contractor must also assure that any subcontractors have both of these written policies.

If MDHHS determines that an individual provided services under this Contract for any period prior to completion of the required checks as described above, MDHHS may require repayment of any and/or all billed services for the period that the required checks had not been completed.

2.14. Reserved

2.15. Recoupment of Funding and Repayment of Debts

a. Recoupment of Funding

If the Contractor fails to comply with requirements as set forth in this Contract, or fails to submit a revised invoice within allotted time frames established by MDHHS in consultation with the Contractor, MDHHS may, at its discretion, recoup or require the Contractor to reimburse payments made under this Contract which MDHHS has determined that the Contractor has been overpaid. The Contractor is liable for any cost incurred by MDHHS in the recoupment of any funding.

Upon notification by MDHHS that repayment is required, the Contractor shall make payment directly to MDHHS within 30 days or MDHHS may withhold current or future payments made under this or any other agreements, current or future, between MDHHS and the Contractor.

If the Contractor fails to: (1) correct noncompliance activities identified by MDHHS, (2) submit revised billings as requested as part of a corrective action plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within 30 days, such failure shall constitute grounds to terminate immediately any or all of MDHHS' agreements with the Contractor. MDHHS shall also report noncompliance of the Contractor to Michigan's Department of Technology, Management and Budget. Such report may result in the Contractor's debarment from further contracts with the state of Michigan.

b. Repayment of Debts and Other Amounts due MDHHS

By entering into this Contract, the Contractor agrees to honor all prior repayment agreements established by MDHHS with the Contractor or Contractor's predecessors. If the Contractor has an outstanding debt due to MDHHS but does not have a repayment agreement, the Contractor agrees to make monthly payments to MDHHS at an amount not less than 5% of any outstanding balance and to begin on the date this Contract is executed.

If the Contractor fails to honor prior repayment agreements, or the Contractor fails to begin repayment on an obligation due MDHHS that is not subject to a repayment agreement, MDHHS will initiate the administrative process to

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reduce payments to the Contractor under this Contract to recoup the debt. The payment reduction will be made at the amount originally established in the repayment agreement or at an amount not less than 5% of any outstanding balance effective on the date this Contract is executed.

#### 2.16 Ordering

The appropriate authorizing document for the Contract will be a delivery order.

### 3. MDHHS RESPONSIBILITIES

#### 3.1. Maximum Amount of Contract

MDHHS hereby agrees to pay the Contractor an amount not to exceed the total contract amount in Schedule B Pricing Matrix for services performed in accordance with the terms of this Contract exclusively during the period identified in Schedule B Pricing Matrix.

Refer to Schedule B Pricing Matrix for established pricing.

#### 3.2. Performance Evaluation and Monitoring

The services provided by the Contractor under this Contract shall be evaluated and assessed at least annually by MDHHS on the basis of the criteria outlined in Section 2.6.

MDHHS shall perform contract monitoring through activities such as:

- a. Auditing expenditure reports.
- b. Conducting on-site monitoring.
- c. Reviewing and analyzing reports.

### 4. STANDARD TERMS

#### 4.1 Duties of Contractor

Contractor must perform the services and provide the deliverables (the "Contract Activities") described in Sections 1 and 2. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, unless otherwise specified in Section 2.5 – Services to be Delivered.

Contractor must:

- a. Perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry;
- b. Meet or exceed the performance and operational standards, and specifications of this Contract;
- c. Provide all Contract Activities in good quality, with no material defects;
- d. Not interfere with MDHHS's operations;
- e. Obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Contract;
- f. Cooperate with MDHHS, including MDHHS's quality assurance personnel, and any third party to achieve the objectives of this Contract;
- g. Return to MDHHS any State-furnished equipment or other resources in the same condition as when provided when no longer required for this Contract;
- h. Assign to MDHHS any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of this Contract;
- i. Comply with all State physical and IT security policies and standards which will be made available upon request; and
- j. Provide MDHHS priority in performance of this Contract except as mandated by federal disaster response requirements.

Any breach under this provision is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

#### 4.2 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

#### 4.3 Reserved

#### 4.4 Reserved

#### 4.5 Performance Guarantee

Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

4.6 Reserved

4.7 Liability

The Contractor assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Contractor in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Contractor, any of its subcontractors, or anyone directly or indirectly employed by the grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

4.8 Extended Purchasing Program

This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between MDHHS and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. MDHHS reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

4.9 Relationship of the Parties

The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of MDHHS. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not MDHHS, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

#### 4.10 Intellectual Property Rights

If Section 2.5, Services to be Delivered, requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

#### 4.11 Subcontracting

Contractor may not delegate any of its obligations under this Contract without the prior written approval of MDHHS. Contractor must notify MDHHS at least 90 calendar days before the proposed delegation, and provide MDHHS any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must:

- a. Be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities;
- b. Make all payments to the subcontractor; and
- c. Incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor.

Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. MDHHS, in its sole discretion, may require the replacement of any subcontractor.

#### 4.12 Staffing

MDHHS's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.

#### 4.13 Reserved

#### 4.14 Assignment

Contractor may not assign this Contract to any other party without the prior approval of MDHHS. Upon notice to Contractor, MDHHS, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If MDHHS determines that a novation of this Contract to a

third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

#### 4.15 Change of Control

Contractor will notify MDHHS, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following:

- a. A sale of more than 50% of Contractor's stock;
- b. A sale of substantially all of Contractor's assets;
- c. A change in a majority of Contractor's board members;
- d. Consummation of a merger or consolidation of Contractor with any other entity;
- e. A change in ownership through a transaction or series of transactions; or
- f. The board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract t.

#### 4.16 Ordering

Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

#### 4.17 Acceptance

Contract Activities are subject to inspection and testing by MDHHS within 30 calendar days of MDHHS's receipt of them ("State Review Period"), unless otherwise provided in Section 2.5 – Services to be Delivered. If the Contract Activities are not fully accepted by MDHHS, MDHHS will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If MDHHS finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 4.23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to MDHHS. If acceptance with deficiencies or



rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to this Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, MDHHS may cancel the order in whole or in part. MDHHS, or a third party identified by MDHHS, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

4.18 Reserved

4.19 Reserved

4.20 Reserved

4.21 Invoices and Payment

Invoices must conform to the requirements communicated from time-to-time by MDHHS. All undisputed amounts are payable within 45 days of MDHHS's receipt. Contractor may only charge for Contract Activities provided as specified in Section 2.5 – Services to be Delivered. Invoices must include an itemized statement of all charges. MDHHS is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for MDHHS's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by MDHHS under this Contract.

MDHHS has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. MDHHS will notify Contractor of any dispute within a reasonable time. Payment by MDHHS will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by MDHHS constitutes a waiver of all claims by Contractor against MDHHS for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

MDHHS will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, MDHHS is not liable for failure to

provide payment. Without prejudice to any other right or remedy it may have, MDHHS reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by MDHHS to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

#### 4.22 Liquidated Damages

Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 4.24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

#### 4.23 Stop Work Order

MDHHS may suspend any or all activities under this Contract at any time. MDHHS will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, MDHHS will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate this Contract or purchase order. MDHHS will not pay for

Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

#### 4.24 Termination for Cause

MDHHS may terminate this Contract for cause, in whole or in part, if Contractor, as determined by MDHHS:

- a. Endangers the value, integrity, or security of any facility, data, or personnel;
- b. Becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- c. Engages in any conduct that may expose MDHHS to liability;
- d. Breaches any of its material duties or obligations under this Contract; or
- e. Fails to cure a breach within the time stated by MDHHS in a notice of breach, if in its sole discretion MDHHS has chosen to provide a time to cure.

Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If MDHHS terminates this Contract under this Section, MDHHS will issue a termination notice specifying whether Contractor must: (a) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 4.24, Termination for Convenience.

MDHHS will only pay for amounts due to Contractor for Contract Activities accepted by MDHHS on or before the date of termination, subject to MDHHS's right to set off any amounts owed by the Contractor for MDHHS's reasonable costs in terminating this Contract. Contractor must promptly reimburse to MDHHS any fees prepaid by MDHHS prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by MDHHS in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs MDHHS incurs to procure the Contract Activities from other sources.

#### 4.25 Termination for Convenience

MDHHS may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether

Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by MDHHS within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by MDHHS under this Contract or (b) continue to perform the A Contract Activities in accordance with Section 4.25, Transition Responsibilities. If MDHHS terminates this Contract for convenience, MDHHS will pay all reasonable costs, as determined by MDHHS, for MDHHS approved Transition Responsibilities to the extent the funds are available.

The Contractor may terminate this Contract upon 30 days written notice to MDHHS at any time prior to the completion of the Contract period.

#### 4.26 Transition Responsibilities

Upon termination or expiration of this A Contract for any reason, Contractor must, for a period of time specified by MDHHS (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDHHS, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDHHS or its designees. Such transition assistance may include, but is not limited to:

- a. Continuing to perform the Contract Activities at the established Contract rates;
- b. Taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to MDHHS or MDHHS's designee;
- c. Transferring title in and delivering to MDHHS, at MDHHS's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and
- d. Preparing an accurate accounting from which MDHHS and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities").

This Contract will automatically be extended through the end of the transition period.

#### 4.27 Return of State Property

Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as MDHHS may direct, to preserve, maintain, protect, or return to MDHHS all materials, data,

property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.

4.28 Reserved

4.29 Infringement Remedies

If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense:

- a. Procure for MDHHS the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor,
- b. Replace or modify the same so that it becomes non-infringing; or
- c. Accept its return by MDHHS with appropriate credits to MDHHS against Contractor's charges and reimburse MDHHS for any losses or costs incurred as a consequence of MDHHS ceasing its use and returning it.

4.30 Limitation of Liability and Disclaimer of Damages

In no event will the state's aggregate liability to contractor under this contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract, exceed the maximum amount of fees payable under this contract. MDHHS is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

4.31 Disclosure of Litigation, or Other Proceeding

Contractor must notify MDHHS within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of this Contract, including:

- a. A criminal Proceeding;
- b. A parole or probation Proceeding;
- c. A Proceeding under the Sarbanes-Oxley Act;
- d. A civil Proceeding involving:
  - 1) A claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
  - 2) A governmental or public entity's claim or written allegation of fraud; or

- 3) Any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or
- e. A Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

#### 4.32 State Data

All data and information provided to Contractor by or on behalf of MDHHS, and all data and information derived therefrom, is the exclusive property of MDHHS ("State Data"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to MDHHS, or a third party designated by MDHHS, all State Data within 10 calendar days of the request and in the format requested by MDHHS. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

#### 4.33 State Data

a. Ownership. MDHHS's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes:

- 1) MDHHS's data, user data, and any other data collected, used, processed, stored, or generated as the result of the Contract Activities;
- 2) Personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and,
- 3) Protected health information ("PHI") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of MDHHS and all right, title, and interest in the same is reserved by MDHHS.

b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must:

- 1) Keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further

described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;

- 2) Use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;
- 3) Keep and maintain State Data in the continental United States and
- 4) Not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than MDHHS without MDHHS's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

c. Extraction of State Data. Contractor must, within five business days of MDHHS's request, provide MDHHS, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by MDHHS.

d. Backup and Recovery of State Data. Unless otherwise specified in Section 2.5 – Services to be Delivered, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Section 2.5 – Services to be Delivered, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.

e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

- 1) Notify MDHHS as soon as practicable but no later than 24 hours of becoming aware of such occurrence;
- 2) Cooperate with MDHHS in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by MDHHS;
- 3) In the case of PII or PHI, at MDHHS's sole election, (i) with approval and assistance from MDHHS, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse MDHHS for any costs in notifying the affected individuals;

- 4) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
- 5) Perform or take any other actions required to comply with applicable law as a result of the occurrence;
- 6) Pay for any costs associated with the occurrence, including but not limited to any costs incurred by MDHHS in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;
- 7) Without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless MDHHS for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from MDHHS in connection with the occurrence;
- 8) Be responsible for recreating lost State Data in the manner and on the schedule set by MDHHS without charge to MDHHS; and,
- 9) Provide to MDHHS a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. MDHHS will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by MDHHS in writing prior to its dissemination. The parties agree that any damages relating to a breach of this Section 4.32 are to be considered direct damages and not consequential damages.

- f. State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.



#### 4.34 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that:

- 1) Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- 2) If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or,
- 3) Should reasonably be recognized as confidential information of the disclosing party.

The term "Confidential Information" does not include any information or documentation that was or is:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

- 1) Use of a subcontractor is authorized under this Contract;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) Contractor obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to MDHHS following the timeframe and procedure described further in this Contract. Should Contractor or MDHHS determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party. However, MDHHS's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

4.35 Reserved

4.36 Reserved

4.37 Reserved

4.38 Records Maintenance, Inspection, Examination, and Audit

Pursuant to MCL 18.1470, MDHHS or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to MDHHS or its designee and the auditor general upon request, all records related to this Contract through the term of this Contract and for four years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, MDHHS and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

4.39 Representations and Warranties

Contractor represents and warrants:

- a. Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use;
- b. All Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect;
- c. The Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;
- d. Contractor must assign or otherwise transfer to MDHHS or its designee any manufacturer's warranty for the Contract Activities;
- e. The Contract Activities are merchantable and fit for the specific purposes identified in this Contract;

- f. The Contract signatory has the authority to enter into this Contract;
- g. All information furnished by Contractor in connection with this Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform MDHHS of any material adverse changes; and
- h. All information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that;
- i. Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

#### 4.40 Conflicts and Ethics

Contractor will uphold high ethical standards and is prohibited from:

- a. Holding or acquiring an interest that would conflict with this Contract;
- b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Contract;
- c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- d. Paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of this Contract.

Contractor must immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

#### 4.41 Compliance with Laws

Contractor must comply with all federal, state and local laws, rules and regulations.

#### 4.42 Reserved

#### 4.43 Reserved

#### 4.44 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, Contractor and its subcontractors 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. Breach of this covenant is a material breach of this Contract.

#### 4.45 Unfair Labor Practice

Under MCL 423.324, MDHHS may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

#### 4.46 Governing Law

This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint an agent in Michigan to receive service of process.

#### 4.47 Non-Exclusivity

Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

#### 4.48 Force Majeure

Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

#### 4.49 Dispute Resolution

The parties will endeavor to resolve any Contract dispute in accordance with this provision. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate this Contract.

#### 4.50 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of MDHHS, and then only in accordance with the explicit written instructions of MDHHS.

#### 4.51 Schedules

All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule B Pricing Matrix

#### 4.52 Entire Agreement and Order of Precedence

This Contract, which includes Schedule B Pricing Matrix, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, (b) second, Schedule B Pricing Matrix. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS

HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

4.53 Severability

If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

4.54 Waiver

Failure to enforce any provision of this Contract will not constitute a waiver.

4.55 Survival

Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

4.56 Contract Modification

This Contract may not be amended except by signed agreement between the parties. Notwithstanding the foregoing, no subsequent Statement of Work or amendment executed after the effective date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

The Contractor shall, upon request of MDHHS and receipt of a proposed amendment, amend this Contract, if and when required in the opinion of MDHHS, due to the revision of federal or state laws or regulations.

4.57 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Assurance is hereby given to MDHHS that the Contractor will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- b. Have not within a five-year period preceding this Contract been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in section 2;
- d. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not committed an act of so serious or compelling a nature that it affects your present responsibilities.

Where the parties are unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Contract.

The Contractor shall include Section 4.55 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters) language as written above in all subcontracts with other parties.

The Contractor shall require each primary subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether at the time of the award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the state of Michigan. The Contractor shall then inform MDHHS of the subcontractor's status and reasons for the Contractor's decision to use such subcontractor, if the Contractor so decides.

If it is determined that the Contractor knowingly rendered an erroneous certification under this provision, in addition to the other remedies available to the state, MDHHS may immediately terminate this Contract.

If the state finds that grounds to debar exist, it shall send notice to the Contractor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the Contractor does not respond with a written request for a hearing within 20 calendar days, the state shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight years.



5. FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. Contractor agrees to comply with all obligations under federal rules or regulations for such funding, including but not limited to the provisions contained in this addendum. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to this Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Further, Contractor agrees to, through a Contract Change Notice, append or modify specific federal provisions to this Contract, if reasonably necessary to keep the State and Contractor in compliance with federal funding requirements, and comply with the terms set forth therein. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

**A. Equal Employment Opportunity**

This Contract is not a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3.

**B. Davis-Bacon Act (Prevailing Wage)**

This Contract is not a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, nor is it a prime construction contract in excess of \$2,000.

**C. Copeland "Anti-Kickback" Act**

This Contract is not a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, nor is it a prime construction contract in excess of \$2,000 where the Davis-Bacon Act applies.

**D. Contract Work Hours and Safety Standards Act**

The Contract does not involve the employment of mechanics or laborers.

**E. Rights to Inventions Made Under a Contract or Agreement**

If this Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**F. Clean Air Act and the Federal Water Pollution Control Act**

This Contract is not in excess of \$150,000.

### **G. Debarment and Suspension**

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **H. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

This Contract does not involve a bid for an award of **more than \$100,000**.

### **I. Procurement of Recovered Materials**

If this Contract is a procurement to purchase products or items designated by the EPA under 40 C.F.R. part 247 during the course of a fiscal year, then under 2 CFR 200.323, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**J. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

Contractor acknowledges and agrees that Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (the "McCain Act"), and 2 C.F.R. §200.216, prohibit the obligation or expending of federal award funds on certain telecommunication products or with certain entities for national security reasons on or after August 13, 2020.

During performance of this Contract, the Contractor agrees as follows:

- (a) *Definitions.* As used in this Section J. Prohibition on Contracting for Covered Telecommunications Equipment or Services ("Section J"):
- (1) the terms "backhaul," "critical technology," "interconnection arrangements," "reasonable inquiry," "roaming," and "substantial or essential component" have the meanings defined in 48 CFR § 4.2101;
  - (2) the term "covered foreign country" has the meanings defined in § 889(f)(2) of the McCain Act; and
  - (3) the term "covered telecommunications equipment or services" has the meaning defined in § 889(f)(3) of the McCain Act.
- (b) *Prohibitions.*
- (1) Unless an exception in paragraph (c) of this Section J applies, neither the Contractor nor any of its subcontractors may use funds received under this Contract to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew a contract with an entity that uses any covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This Section J does not prohibit Contractor from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this Section J to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this Section J:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section J: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future

use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this Section J, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **K. Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this Section K – **Domestic Preferences for Procurements**:

*“Produced in the United States”* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*“Manufactured products”* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **L. Affirmative Socioeconomic Steps**

For all contracts utilizing federal funding sources subject to Title 2 of the Code of Federal Regulations (C.F.R.) Part 200 issued on or after November 12, 2020, if subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)–(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

#### **M. Copyright and Data Rights**

Pursuant to 2 CFR § 200.315(b), the State may copyright any work which is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

#### **N. Additional FEMA Contract Provisions**

This Contract does not involve purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA).

#### **O. Other Federal Contract Provisions**

No additional federal provisions currently apply to this Contract.

Contract Number: MA230000000608

**State of Michigan  
Michigan Department of Health and Human Services**

Legal Representation – Prosecuting Attorney Foster Care

**SCHEDULE B  
PRICING MATRIX**

MDHHS shall make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

<u>Unit Title</u>	<u>Rate</u>
Legal Representation	\$175/hour

Payments must not exceed the amounts allocated as identified below. Payments made above the allocated amounts identified will require an amendment to the contract.

<b>Contract Period</b>	<b>Contract Amount</b>
Begin Date through September 30, 2026	\$75,000.00

- 1) Dollar amounts allocated for services are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices.

Monthly Payment = Unit Rate x 50% (*statewide IV-E penetration rate* + General Fund contribution) x 50% (*County Share*)

Costs incurred outside of the term of this Contract shall not be eligible for reimbursement. The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

**LAPEER COUNTY**  
**"GRANT" REQUEST FOR ACTION**

**1b**

**DATE:** 7/25/2023

X **REQUEST FOR ACTION -Grant Application**

X **REQUEST FOR ACTION -Grant Acceptance**

**TO:** Lapeer County Board of Commissioners

**FROM:** John D. Miller, Prosecuting Attorney/ Christy Podhorsky, Victim Services, PA's Office

**SUMMARY OF REQUEST/INFORMATION:** \_\_\_\_\_ Requesting acceptance of the 2024 Crime Victim Rights Grant with the Michigan Department of Health and Human Services (Grant #044475085) for the period of October 1, 2023 through September 30, 2024 in the amount of \$129,832, and further, to authorize the Chair/Vice-Chair and/or County Controller/Administrator to accept said grant electronically.

**ADDITIONAL INFORMATION:**

YES      NO

CFDA # _____	Is there a Continuation Requirement? _____	x
% FEDERAL _____	Is there an Interest Earned Requirement? _____	x
% STATE _____ 100	Can Interest be charged to the Grant? _____	x
LOCAL MATCH      Cash: _____ 0	Is Cost Allocation Allowable? _____	x
In-Kind: _____	(If not Explain Why)	
Revenue Account Line #: _____ - _____ - _____ . _____		

**CONTACT PERSON(S):** \_\_\_\_\_ John D. Miller, Prosecuting Attorney, Christy Podhorsky, Victim Services, PA Office

**BACKGROUND INFORMATION:** \_\_\_\_\_ This a renewal of the MDHHS CVR FY2023 Grant.

**SUPPORTING DOCUMENTATION:** \_\_\_\_\_ Please see attached allocation letter, award letter and copy of 2024 Crime Victim Rights Grant (unsigned).

**DRAFT MOTION:** Motion by, \_\_\_\_\_, supported by \_\_\_\_\_, to recommend to the Full Board, to accept the Fiscal Year 2024 Crime Victim Rights Grant Award from the Department of Health and Human Services (DHHS), in the amount of \$129,832 and to authorize the County Controller/Administrator to electronically accept the Grant with a copy to be given to the County Clerk, to be entered into the Official Record.

**ATTACHMENTS**      Yes   x        No \_\_\_\_\_

## Victim Rights Prosecutor-2024

### Facesheet

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 745872

#### 1. Demographic Information

- a. Demographic Information Name Lapeer County of Prosecutor
- b. Organizational Unit
- c. Address County Complex Bldg.
- d. Address 2 255 Clay St.
- e. City Lapeer State MI Zip 48446-2205
- f. Federal ID Number 38-6005780 Reference No. 044475085 Unique Entity Id. CET5MYVNZH  
69
- g. Agency's fiscal year (beginning month and day) October-01
- h. Agency Type
- ☐ Private, Non-Profit ☒ Public
1. Select the appropriate radio button to indicate the agency method of accounting.
- ☒ Accrual
- ☐ Cash
- ☐ Modified Accrual

#### 2. Program / Service Information

- a. Program / Service Information Name Victim Rights Prosecutor-2024
- b. Is implementing agency same as Demographic Information ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2023 End Date Sep-30-2024
- e. Amount of Funds Allocated \$129,832.00 Project Cost \$129,832.00



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**3. Certification / Contacts Information**

**a. Financial Officer**

Name	John Miller				
Title	Prosecuting Attorney				
Mailing Address	County Complex Bldg				
City	Lapeer	State	MI	Zip	48446
Telephone	(810) 667-0326			Fax	
E-mail Address	jmill@lapeercounty.org				

**b. Project Director**

Name	Christy Podhorsky				
Title	Project Director				
Mailing Address	County Complex Bldg				
City	Lapeer	State	MI	Zip	48446
Telephone	(810) 245-4713			Fax	
E-mail Address	cpodh@lapeercounty.org				

**c. Authorized Official**

Name	Jackie Arnold				
Title	County Administrator				
Mailing Address	County Complex Bldg.				
City	Lapeer	State	MI	Zip	48446-2205
Telephone	(810) 667-0245			Fax	
E-mail Address	jarnold@lapeercounty.org				

## Certifications

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APP # 745872

### 4. Assurances and Certifications

#### A. SPECIAL CERTIFICATIONS

- a. ☒ By checking this box, the individual or officer certifies that the individual or officer is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Grantee.
- b. ☒ By checking this box, the individual or officer certifies that the individual or officer is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.

#### B. State of Michigan Information Technology Information Security Policy

- 1. By checking the following boxes, the Grantee acknowledges compliance with State of Michigan Information Technology Information Security Policy\* and provides the following assurances:
  - a. ☒ The Grantee Project Director will be notified within 24 hours when its users are terminated or transferred or immediately if after an unfriendly separation.
  - b. ☒ The Grantee Project Director will annually review and certify user accounts to verify the user's access is still required and the user is assigned the appropriate permissions.
  - c. ☒ The Grantee Project Director will remove user's access within 48 hours of notification when users are terminated or transferred, or immediately if after an unfriendly separation.
  - d. ☒ After 120 days of inactivity, when the user attempts to log into their account they will receive a message stating their account has been deactivated, and the user will have to request the account be reinstated.

\*Policy available at [https://www.michigan.gov/documents/dmb/1340\\_193162\\_7.pdf](https://www.michigan.gov/documents/dmb/1340_193162_7.pdf)

## Narrative

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Version # \_\_\_\_\_

APP # 745872

### 5. Program Synopsis

#### Victim Advocate

Under the supervision of the Prosecuting Attorney, coordinates and administers the victim services functions of the office. Ensures that victims are notified of their rights as required by law. Responds to inquiries regarding the program, assists victims in obtaining compensation from the State, and prepares reports and billings related to the program. Ensures that victims are notified of court events pertaining to their case. Conducts interviews to provide victim with procedural advice and emotional support. Coordinates policy and procedure with courts, law enforcement agencies, womens's shelter and other various programs.

#### Victim Advocate

Assists in ensuring the implementation of victim rights as mandated by law, includes sending information packets to victims, interviewing victims to explain rights and services, and informing victims of court date and actions. Provides crisis intervention and emotional support to victims and/or witnesses regarding criminal justice, prepares victims for their courtroom appearance and attends court proceedings as requested.

#### Victim Rights Coordinator

Under the supervision of the Prosecuting Attorney, coordinates and administers the victim services functions of the office. Ensures that victims are notified of their rights as required by law. Responds to inquiries regarding the program, assists victims in obtaining compensation from the State, and prepares reports and billings related to the program. Ensures that victims are notified of court events pertaining to their case. Conducts interviews to provide victim with procedural advice and emotional support. Coordinates policy and procedure with courts, law enforcement agencies, womens's shelter and other various programs.

### 6. Program Target Area

#### Counties

Counties project will serve (check all that apply):

- |   |  |                                     |
|---|--|-------------------------------------|
| <input type="checkbox"/> Alcona         | <input type="checkbox"/> Alger             | <input type="checkbox"/> Allegan    |
| <input type="checkbox"/> Alpena         | <input type="checkbox"/> Antrim            | <input type="checkbox"/> Arenac     |
| <input type="checkbox"/> Baraga         | <input type="checkbox"/> Barry             | <input type="checkbox"/> Bay        |
| <input type="checkbox"/> Benzie         | <input type="checkbox"/> Berrien           | <input type="checkbox"/> Branch     |
| <input type="checkbox"/> Calhoun        | <input type="checkbox"/> Cass              | <input type="checkbox"/> Charlevoix |
| <input type="checkbox"/> Cheboygan      | <input type="checkbox"/> Chippewa          | <input type="checkbox"/> Clare      |
| <input type="checkbox"/> Clinton        | <input type="checkbox"/> Crawford          | <input type="checkbox"/> Delta      |
| <input type="checkbox"/> Dickinson      | <input type="checkbox"/> Eaton             | <input type="checkbox"/> Emmet      |
| <input type="checkbox"/> Genesee        | <input type="checkbox"/> Gladwin           | <input type="checkbox"/> Gogebic    |
| <input type="checkbox"/> Grand Traverse | <input type="checkbox"/> Gratiot           | <input type="checkbox"/> Hillsdale  |
| <input type="checkbox"/> Houghton       | <input type="checkbox"/> Huron             | <input type="checkbox"/> Ingham     |
| <input type="checkbox"/> Ionia          | <input type="checkbox"/> Iosco             | <input type="checkbox"/> Iron       |
| <input type="checkbox"/> Isabella       | <input type="checkbox"/> Jackson           | <input type="checkbox"/> Kalamazoo  |
| <input type="checkbox"/> Kalkaska       | <input type="checkbox"/> Kent              | <input type="checkbox"/> Keweenaw   |
| <input type="checkbox"/> Lake           | <input checked="" type="checkbox"/> Lapeer | <input type="checkbox"/> Leelanau   |

- |                                    |                                       |                                      |
|------------------------------------|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Lenawee   | <input type="checkbox"/> Livingston   | <input type="checkbox"/> Luce        |
| <input type="checkbox"/> Mackinac  | <input type="checkbox"/> Macomb       | <input type="checkbox"/> Manistee    |
| <input type="checkbox"/> Marquette | <input type="checkbox"/> Mason        | <input type="checkbox"/> Mecosta     |
| <input type="checkbox"/> Menominee | <input type="checkbox"/> Midland      | <input type="checkbox"/> Missaukee   |
| <input type="checkbox"/> Monroe    | <input type="checkbox"/> Montcalm     | <input type="checkbox"/> Montmorency |
| <input type="checkbox"/> Muskegon  | <input type="checkbox"/> Newaygo      | <input type="checkbox"/> Oakland     |
| <input type="checkbox"/> Oceana    | <input type="checkbox"/> Ogemaw       | <input type="checkbox"/> Ontonagon   |
| <input type="checkbox"/> Osceola   | <input type="checkbox"/> Oscoda       | <input type="checkbox"/> Otsego      |
| <input type="checkbox"/> Ottawa    | <input type="checkbox"/> Presque Isle | <input type="checkbox"/> Roscommon   |
| <input type="checkbox"/> Saginaw   | <input type="checkbox"/> St. Clair    | <input type="checkbox"/> St. Joseph  |
| <input type="checkbox"/> Sanilac   | <input type="checkbox"/> Schoolcraft  | <input type="checkbox"/> Shiawassee  |
| <input type="checkbox"/> Tuscola   | <input type="checkbox"/> Van Buren    | <input type="checkbox"/> Washtenaw   |
| <input type="checkbox"/> Wayne     | <input type="checkbox"/> Wexford      | <input type="checkbox"/> Out Wayne   |

**U.S. Congressional, State and House Districts**

i. US Congressional Districts

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> US Congress District 1             | <input type="checkbox"/> US Congress District 2  | <input type="checkbox"/> US Congress District 3  |
| <input type="checkbox"/> US Congress District 4             | <input type="checkbox"/> US Congress District 5  | <input type="checkbox"/> US Congress District 6  |
| <input type="checkbox"/> US Congress District 7             | <input type="checkbox"/> US Congress District 8  | <input type="checkbox"/> US Congress District 9  |
| <input checked="" type="checkbox"/> US Congress District 10 | <input type="checkbox"/> US Congress District 11 | <input type="checkbox"/> US Congress District 12 |
| <input type="checkbox"/> US Congress District 13            | <input type="checkbox"/> US Congress District 14 |  |

ii. State Senate Districts

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> State Senate District 1  | <input type="checkbox"/> State Senate District 2  | <input type="checkbox"/> State Senate District 3             |
| <input type="checkbox"/> State Senate District 4  | <input type="checkbox"/> State Senate District 5  | <input type="checkbox"/> State Senate District 6             |
| <input type="checkbox"/> State Senate District 7  | <input type="checkbox"/> State Senate District 8  | <input type="checkbox"/> State Senate District 9             |
| <input type="checkbox"/> State Senate District 10 | <input type="checkbox"/> State Senate District 11 | <input type="checkbox"/> State Senate District 12            |
| <input type="checkbox"/> State Senate District 13 | <input type="checkbox"/> State Senate District 14 | <input type="checkbox"/> State Senate District 15            |
| <input type="checkbox"/> State Senate District 16 | <input type="checkbox"/> State Senate District 17 | <input type="checkbox"/> State Senate District 18            |
| <input type="checkbox"/> State Senate District 19 | <input type="checkbox"/> State Senate District 20 | <input type="checkbox"/> State Senate District 21            |
| <input type="checkbox"/> State Senate District 22 | <input type="checkbox"/> State Senate District 23 | <input type="checkbox"/> State Senate District 24            |
| <input type="checkbox"/> State Senate District 25 | <input type="checkbox"/> State Senate District 26 | <input checked="" type="checkbox"/> State Senate District 27 |
| <input type="checkbox"/> State Senate District 28 | <input type="checkbox"/> State Senate District 29 | <input type="checkbox"/> State Senate District 30            |
| <input type="checkbox"/> State Senate District 31 | <input type="checkbox"/> State Senate District 32 | <input type="checkbox"/> State Senate District 33            |
| <input type="checkbox"/> State Senate District 34 | <input type="checkbox"/> State Senate District 35 | <input type="checkbox"/> State Senate District 36            |
| <input type="checkbox"/> State Senate District 37 | <input type="checkbox"/> State Senate District 38 |  |

iii. State House Districts

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> State House District 1  | <input type="checkbox"/> State House District 2  | <input type="checkbox"/> State House District 3  |
| <input type="checkbox"/> State House District 4  | <input type="checkbox"/> State House District 5  | <input type="checkbox"/> State House District 6  |
| <input type="checkbox"/> State House District 7  | <input type="checkbox"/> State House District 8  | <input type="checkbox"/> State House District 9  |
| <input type="checkbox"/> State House District 10 | <input type="checkbox"/> State House District 11 | <input type="checkbox"/> State House District 12 |

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> State House District 13            | <input type="checkbox"/> State House District 14  | <input type="checkbox"/> State House District 15  |
| <input type="checkbox"/> State House District 16            | <input type="checkbox"/> State House District 17  | <input type="checkbox"/> State House District 18  |
| <input type="checkbox"/> State House District 19            | <input type="checkbox"/> State House District 20  | <input type="checkbox"/> State House District 21  |
| <input type="checkbox"/> State House District 22            | <input type="checkbox"/> State House District 23  | <input type="checkbox"/> State House District 24  |
| <input type="checkbox"/> State House District 25            | <input type="checkbox"/> State House District 26  | <input type="checkbox"/> State House District 27  |
| <input type="checkbox"/> State House District 28            | <input type="checkbox"/> State House District 29  | <input type="checkbox"/> State House District 30  |
| <input type="checkbox"/> State House District 31            | <input type="checkbox"/> State House District 32  | <input type="checkbox"/> State House District 33  |
| <input type="checkbox"/> State House District 34            | <input type="checkbox"/> State House District 35  | <input type="checkbox"/> State House District 36  |
| <input type="checkbox"/> State House District 37            | <input type="checkbox"/> State House District 38  | <input type="checkbox"/> State House District 39  |
| <input type="checkbox"/> State House District 40            | <input type="checkbox"/> State House District 41  | <input type="checkbox"/> State House District 42  |
| <input type="checkbox"/> State House District 43            | <input type="checkbox"/> State House District 44  | <input type="checkbox"/> State House District 45  |
| <input type="checkbox"/> State House District 46            | <input type="checkbox"/> State House District 47  | <input type="checkbox"/> State House District 48  |
| <input type="checkbox"/> State House District 49            | <input type="checkbox"/> State House District 50  | <input type="checkbox"/> State House District 51  |
| <input type="checkbox"/> State House District 52            | <input type="checkbox"/> State House District 53  | <input type="checkbox"/> State House District 54  |
| <input type="checkbox"/> State House District 55            | <input type="checkbox"/> State House District 56  | <input type="checkbox"/> State House District 57  |
| <input type="checkbox"/> State House District 58            | <input type="checkbox"/> State House District 59  | <input type="checkbox"/> State House District 60  |
| <input type="checkbox"/> State House District 61            | <input type="checkbox"/> State House District 62  | <input type="checkbox"/> State House District 63  |
| <input type="checkbox"/> State House District 64            | <input type="checkbox"/> State House District 65  | <input type="checkbox"/> State House District 66  |
| <input type="checkbox"/> State House District 67            | <input type="checkbox"/> State House District 68  | <input type="checkbox"/> State House District 69  |
| <input type="checkbox"/> State House District 70            | <input type="checkbox"/> State House District 71  | <input type="checkbox"/> State House District 72  |
| <input type="checkbox"/> State House District 73            | <input type="checkbox"/> State House District 74  | <input type="checkbox"/> State House District 75  |
| <input type="checkbox"/> State House District 76            | <input type="checkbox"/> State House District 77  | <input type="checkbox"/> State House District 78  |
| <input type="checkbox"/> State House District 79            | <input type="checkbox"/> State House District 80  | <input type="checkbox"/> State House District 81  |
| <input checked="" type="checkbox"/> State House District 82 | <input type="checkbox"/> State House District 83  | <input type="checkbox"/> State House District 84  |
| <input type="checkbox"/> State House District 85            | <input type="checkbox"/> State House District 86  | <input type="checkbox"/> State House District 87  |
| <input type="checkbox"/> State House District 88            | <input type="checkbox"/> State House District 89  | <input type="checkbox"/> State House District 90  |
| <input type="checkbox"/> State House District 91            | <input type="checkbox"/> State House District 92  | <input type="checkbox"/> State House District 93  |
| <input type="checkbox"/> State House District 94            | <input type="checkbox"/> State House District 95  | <input type="checkbox"/> State House District 96  |
| <input type="checkbox"/> State House District 97            | <input type="checkbox"/> State House District 98  | <input type="checkbox"/> State House District 99  |
| <input type="checkbox"/> State House District 100           | <input type="checkbox"/> State House District 101 | <input type="checkbox"/> State House District 102 |
| <input type="checkbox"/> State House District 103           | <input type="checkbox"/> State House District 104 | <input type="checkbox"/> State House District 105 |
| <input type="checkbox"/> State House District 106           | <input type="checkbox"/> State House District 107 | <input type="checkbox"/> State House District 108 |
| <input type="checkbox"/> State House District 109           | <input type="checkbox"/> State House District 110 |   |

## 7. Mission Statement

To provide quality services to crime victims pursuant to the Michigan Crime Victim Rights Statute. Ensure that victims are treated with compassion, dignity and respect. To collaborate with other agencies to provide the best possible services to victims of crime in Lapeer County.

## 8. Project Resources

**Provide a general description of staff needed to implement Victims Rights in your county. Identify the most critical activities that you perform when providing victim rights.**

Lapeer County currently has 2 FTE's funded through our state victim rights contract. The senior Victim Advocate oversees daily operations of the victims unit, carries a caseload insuring victims are notified of their rights, collaborates with local and state agencies, refers victims for services, prepares quarterly budget reports for CVCS, ensures statutory requirements are being met, assists with compensation-restitution issues, meets with victims in office setting, takes phone calls. The additional full time Victim Advocate sends information packets, generates letters, notifies victims of court proceedings, schedules appointments, takes phone calls, meets with victims in our office setting, as well as assists with compensation and restitution issues.

**If you utilize the services of volunteers in the provision of Victim Rights, please explain how this is accomplished.**

Lapeer County does not utilize volunteers.

**9. Michigan Victim Information and Notification Everyday (MI-VINE)**

Does your agency participate in MI-VINE?

☒ Yes ☐ No

Provide the number of victims registered to use MI-VINE in your county for court events during the past calendar year.

534

To obtain statistics for number of Victims Registered with MI-VINE visit the website <https://www.vinewatch.com/vinewatch/>

**Please describe your programs efforts to utilize MI-VINE.**

Lapeer County began participating in the MI-VINE system in May of 2018. The Victim Rights Unit includes the MI-VINE brochure when sending the initial information packet to victims and encourages them to utilize the system. If victims require assistance in accessing and utilizing MI-VINE system, our staff will assist with registration and guidance.

**10. Community Coordination**

**1. Community Coordination Activity 1 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.**

Our office coordinates with the Lapeer County Child Advocacy Center to assist victims and their families with cases of sexual and severe physical abuse. The Senior Victim Advocate is a Lapeer CAC Board Member. Forensic interviews as they pertain to child physical and sexual abuse are conducted at the facility. Prosecutors and Advocates are a part of a multidisciplinary team that work with victims and families through the court process. The MDT team participates in monthly case reviews as well. Our agencies also collaborate on Awareness Projects for Child Abuse and Crime Victim Rights within our community.

**2. Community Coordination Activity 2 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.**

LACADA(Lapeer Area Citizens Against Domestic Assault) Domestic violence shelter and sexual assault programs service Lapeer county. Our office will contact LACADA to assist victims of domestic and sexual abuse who can benefit from their services. We coordinate meetings for our victims to be able to meet with advocates from LACADA at our office or within the courthouse to provide additional resources to victims.

**3. Community Coordination Activity 3 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.**

Sane/Sart Committee to expand the SANE nurse program and offer exams to our rural tri-county area.

DHHS(Department of Health & Human Services) Coordinates services for victims of crime. They often collaborate with our victim advocates to assist in resolving cases based on the needs of the victims and their families.

Crime Victim Foundation. To promote awareness, assist with fundraising activities to insure that no victim is deprived of the financial assistance they may require.

## Work Plan

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### 11. Work Plan

<b>Objective :</b>	To provide notices to crime victims as defined in the William VanRegenmorter Crime Victim Rights Act Of 1985.
<b>Activity :</b>	To provide specific information to each victim as mandated in MCL 780.756. A victim rights packet is mailed out to victims of crime to notify of their rights.
<b>Responsible Staff :</b>	Victim Services
<b>Date Range :</b>	10/01/2023 - 09/30/2024
<b>Expected Outcome :</b>	100% of victims will receive information under this section within 7 days of the defendant's arraignment
<b>Measurement :</b>	Karpel case management system
<b>Activity :</b>	To provide specific information to each victim as mandated in MCL 780.786.
<b>Responsible Staff :</b>	Victim Services
<b>Date Range :</b>	10/01/2023 - 09/30/2024
<b>Expected Outcome :</b>	100% of victims will receive information under this section within 72 hours after filing a juvenile petition.
<b>Measurement :</b>	Karpel case management system
<b>Activity :</b>	To provide specific information to each victim as mandated by MCL 780.816
<b>Responsible Staff :</b>	Victim Services
<b>Date Range :</b>	10/01/2023 - 09/30/2024
<b>Expected Outcome :</b>	100% of victims will receive information under this section within 48 hours after arraignment and/or pleas.
<b>Measurement :</b>	Karpel case management system
<b>Activity :</b>	To inform the victim of the defendant's conviction and the victim's right to make a written or oral Victim Impact Statement pursuant to 780.763, 780.765, 780.792, 780.793, 780.823, 780.825
<b>Responsible Staff :</b>	Victim Services
<b>Date Range :</b>	10/01/2023 - 09/30/2024
<b>Expected Outcome :</b>	100% of victims requesting their rights will receive notice of this right.
<b>Measurement :</b>	Karpel case management system
<b>Activity :</b>	To provide the victim with an applicable post-conviction notice form pursuant to MCL 780.763a (1), 780.791a, 780.828a
<b>Responsible Staff :</b>	Victim Services
<b>Date Range :</b>	10/01/2023 - 09/30/2024
<b>Expected Outcome :</b>	100% of victims requesting their rights will receive notice of this right.
<b>Measurement :</b>	Karpel case management system
<b>Activity :</b>	To inform the victim of their right to receive notice of appeal pursuant to MCL 780.768a.
<b>Responsible Staff :</b>	Victim Services
<b>Date Range :</b>	10/01/2023 - 09/30/2024
<b>Expected Outcome :</b>	100% of requesting victims will receive notice of their right to be informed of an appeal
<b>Measurement :</b>	Karpel case management system
<b>Objective :</b>	The advocate will provide victim advocacy services from a system-based perspective.
<b>Activity :</b>	Victim advocate(s) will provide courtroom accompaniment when requested by the victim.
<b>Responsible Staff :</b>	Victim Services
<b>Date Range :</b>	10/01/2023 - 09/30/2024



<b>Expected Outcome :</b>	100% of victims requesting courtroom accompaniment will receive this advocacy service.
<b>Measurement :</b>	Karpel case management, Spreadsheet or comparable system.
<b>Objective :</b>	Victim Advocates will obtain continuing education hours to increase individual expertise in the field of victim advocacy.
<b>Activity :</b>	The advocates will attend PAAM-Division of Victim Services sponsored conferences
<b>Responsible Staff :</b>	Fully funded advocates in Victim Services
<b>Date Range :</b>	10/01/2023 - 09/30/2024
<b>Expected Outcome :</b>	100% of fully funded staff under this grant agreement will have achieved at least sixteen continuing education hours by the end of the grant year
<b>Measurement :</b>	Training log or Certificate of Attendance
<b>Objective :</b>	The grantee will comply with the reporting requirements of the grant agreement.
<b>Activity :</b>	To ensure all quarterly reports are complete and submitted in a timely manner.
<b>Responsible Staff :</b>	CVRP Project Director
<b>Date Range :</b>	10/01/2023 - 09/30/2024
<b>Expected Outcome :</b>	The quarterly grant reports will be submitted prior to the deadline.
<b>Measurement :</b>	Electronic Grants Administration & Management System (EGrAMS).

## Budget

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	Line Item	Qty	Rate	Units	UOM	Total	Amount
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Salary &amp; Wages</b>						
	Victim Advocate Attachment : <a href="#">ZZZ_1_Victim Advocate.pdf</a>	1.0000	53248.000	0.000	FTE	53,248.00	53,248.00
	Victim Advocate Attachment : <a href="#">ZZZ_2_Victim Advocate.pdf</a>	1.0000	53248.000	0.000	FTE	53,248.00	53,248.00
<b>Total for Salary &amp; Wages</b>						106,496.00	106,496.00
<b>2</b>	<b>Fringe Benefits</b>						
	Composite Rate Notes : FICA, Medicare, Social Security	0.0000	7.650	104416.000		7,988.00	7,988.00
	Retirement	0.0000	100.000	3424.000		3,424.00	3,424.00
	Longevity Notes : 7 years -\$150 10 years-\$375 15 years-\$750	0.0000	100.000	375.000		375.00	375.00
	Life Insurance Notes : \$6.50 per month per eligible employee	0.0000	100.000	156.000		156.00	156.00
	Medical/Dental/vision	0.0000	100.000	1998.000		1,998.00	1,998.00
	Unemployment	0.0000	1.000	93018.000		930.00	930.00

Budget Detail for Victim Rights Prosecutor-2024  
Agency: Lapeer County of Prosecutor  
Application: Victim Rights Prosecutor-2024

7/25/2023

	Line Item	Qty	Rate	Units	UOM	Total	Amount
	Worker's Compensation	0.0000	2.000	93018.000		1,860.00	1,860.00
	Post Employment Health Benefits	0.0000	100.000	720.000		720.00	720.00
	Notes : \$30.00 per month per eligible employee						
<b>Total for Fringe Benefits</b>						17,451.00	17,451.00
<b>3</b>	<b>Employee Travel and Training</b>						
	Mileage-Training / Court Attendance	0.0000	0.000	0.000		1.00	1.00
<b>4</b>	<b>Supplies &amp; Materials</b>						
	Office Supplies	0.0000	0.000	0.000		1.00	1.00
<b>5</b>	<b>Subawards – Subrecipient Services</b>						
<b>6</b>	<b>Contractual - Professional Services</b>						
<b>7</b>	<b>Communications</b>						
<b>8</b>	<b>Grantee Rent Costs</b>						
<b>9</b>	<b>Space Costs</b>						
<b>10</b>	<b>Capital Expenditures - Equipment &amp; Other</b>						
<b>11</b>	<b>Client Assistance - Rent</b>						
<b>12</b>	<b>Client Assistance - All Other</b>						
	Direct Service Needs	0.0000	0.000	0.000		5,883.00	5,883.00
<b>13</b>	<b>Other Expense</b>						
<b>Total Program Expenses</b>						129,832.00	129,832.00
<b>TOTAL DIRECT EXPENSES</b>						129,832.00	129,832.00
<b>INDIRECT EXPENSES</b>							

Budget Detail for Victim Rights Prosecutor-2024  
Agency: Lapeer County of Prosecutor  
Application: Victim Rights Prosecutor-2024

7/25/2023

	Line Item	Qty	Rate	Units	UOM	Total	Amount
Indirect Costs							
1	Indirect Costs						
2	Cost Allocation Plan						
Total Indirect Costs						0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						129,832.00	129,832.00

Budget Summary for Victim Rights Prosecutor-2024  
Agency: Lapeer County of Prosecutor  
Application: Victim Rights Prosecutor-2024

7/25/2023

	Category	Total	Amount	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1	Salary & Wages	106,496.00	106,496.00	
2	Fringe Benefits	17,451.00	17,451.00	
3	Employee Travel and Training	1.00	1.00	
4	Supplies & Materials	1.00	1.00	
5	Subawards – Subrecipient Services	0.00	0.00	
6	Contractual - Professional Services	0.00	0.00	
7	Communications	0.00	0.00	
8	Grantee Rent Costs	0.00	0.00	
9	Space Costs	0.00	0.00	
10	Capital Expenditures - Equipment & Other	0.00	0.00	
11	Client Assistance - Rent	0.00	0.00	
12	Client Assistance - All Other	5,883.00	5,883.00	
13	Other Expense	0.00	0.00	
<b>Total Program Expenses</b>		129,832.00	129,832.00	
<b>TOTAL DIRECT EXPENSES</b>		129,832.00	129,832.00	
<b>INDIRECT EXPENSES</b>				
<b>Indirect Costs</b>				
1	Indirect Costs	0.00	0.00	
2	Cost Allocation Plan	0.00	0.00	

Budget Summary for Victim Rights Prosecutor-2024  
Agency: Lapeer County of Prosecutor  
Application: Victim Rights Prosecutor-2024

7/25/2023

	Category	Total	Amount	Narrative
	<b>Total Indirect Costs</b>	0.00	0.00	
	<b>TOTAL INDIRECT EXPENSES</b>	0.00	0.00	
	<b>TOTAL EXPENDITURES</b>	<b>129,832.00</b>	<b>129,832.00</b>	

Source of Funds

	Category	Total	Amount	Cash	Inkind	Narrative
<b>1</b>	<b>Source of Funds</b>					
	MDHHS State Agreement	129,832.00	129,832.00	0.00	0.00	
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00	
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00	
	Local	0.00	0.00	0.00	0.00	
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	In-Kind	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	<b>Total Source of Funds</b>	129,832.00	129,832.00	0.00	0.00	
	<b>Totals</b>	129,832.00	129,832.00	0.00	0.00	

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## Miscellaneous

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**15. Supporting documentation, if required**

Attachment Title	Attachment

## Attachments Index

FOR OFFICE USE ONLY:

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APP # 745872

#	Section	Title	File Name
1	Budget Detail	Victim Advocate	<a href="#">ZZZ_1_Victim Advocate.pdf</a>
2	Budget Detail	Victim Advocate	<a href="#">ZZZ_2_Victim Advocate.pdf</a>



## LAPEER COUNTY

### PROSECUTING ATTORNEY'S OFFICE

#### VICTIM ADVOCATE

##### General Summary

Under the supervision of the Victim's Rights Coordinator/Office Manager, assists in ensuring the implementation of victims rights as mandated by law, includes sending information packets to victims, interviewing victims to explain rights and services, and informing victims of court dates and actions. Provides crisis intervention and emotional support to victims and/or witnesses regarding criminal justice, prepares victims for their courtroom appearance and attends court proceedings as requested.

##### Essential Functions

1. Interviews victims of domestic violence and assaultive crimes, explains rights, services and shelter alternatives. Refers victims to shelters and other human services agencies, develops a safety plan, arranges out-of-state housing, and advises victims on how to obtain no contact orders issued by the court.
2. Sends informational packets to victims of crime to inform the victim of the charges filed and their rights under the Crime Victims Rights Act. Provides victims with impact statement to complete and return if they choose to take advantage of their rights under law.
3. Informs victims, by letter or telephone, of court dates and actions taken. Ensures that statutory requirements regarding notification are fulfilled at each step during prosecution of the case.
4. Logs and maintains all victims' files, sends court notices, and assists victims with restitution matters and plea agreements.
5. Advises victims of hearings and final dispositions which includes providing forms to be completed by the victim and assists with the preparation of such statements.
6. Along with a Prosecuting Attorney, conducts interviews of children and young adults that are victims of criminal sexual conduct cases; assists the victims in finding counseling, and introduces them to the court process.
7. Assists victims in completing applications for compensation to recover some of the expenses incurred as a result of the crime. Provides victims with information that may assist in filing a claim.
8. Meets and/or assists victims in preparing for court, and provides support by familiarizing them with the court process.

## LAPEER COUNTY

### PROSECUTING ATTORNEY'S OFFICE

- ✓ 9. Attends hearings and trials with victims as requested
10. Attends arraignments on serious assaultive crimes to request high bond to secure victim's safety.
11. Assists victims on parole issues and attends parole board hearings with victims.
12. Keeps log of monthly felony and misdemeanor cases for statistics.
13. Interviews victims and/or families of victims to discuss the case and possible plea agreements and acts as liaison between the victim and the prosecutor.
14. Provides crisis intervention and assistance to victims in obtaining no contact orders, handles threats, and shelter referrals or counseling.

#### Other Functions

15. None listed.

*This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.*

#### Employment Qualifications

**Education:** High school graduation plus the equivalent of one to two years of college-level coursework in criminal justice or a human services related area.

**Experience:** One year of experience in a Prosecutor's office or other legal setting providing a familiarity with the judicial system. Knowledge of computer systems related to the Prosecutor's system required.

#### **Other Requirements:**

*The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.*

**FLSA Status:** Non-exempt

**Worker's Compensation Code:** 8810

**Occupational Employment Statistical Code:** 27305

## LAPEER COUNTY

### PROSECUTING ATTORNEY'S OFFICE

**Physical Requirements** *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements and working conditions. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access filing systems.

Ability to enter and retrieve information from a computer system.

Ability to generate various documents from a computer system.

Ability to travel to and access all courtrooms.

#### **Working Conditions:**

Works in office setting.

Exposure to individuals charged and/or convicted of a variety of criminal offenses.

Travels to and from courtrooms and other locations in all weather conditions.

## LAPEER COUNTY

### PROSECUTING ATTORNEY'S OFFICE

#### VICTIM ADVOCATE

##### General Summary

Under the supervision of the Victim's Rights Coordinator/Office Manager, assists in ensuring the implementation of victims rights as mandated by law, includes sending information packets to victims, interviewing victims to explain rights and services, and informing victims of court dates and actions. Provides crisis intervention and emotional support to victims and/or witnesses regarding criminal justice, prepares victims for their courtroom appearance and attends court proceedings as requested.

##### Essential Functions

1. Interviews victims of domestic violence and assaultive crimes, explains rights, services and shelter alternatives. Refers victims to shelters and other human services agencies, develops a safety plan, arranges out-of-state housing, and advises victims on how to obtain no contact orders issued by the court.
2. Sends informational packets to victims of crime to inform the victim of the charges filed and their rights under the Crime Victims Rights Act. Provides victims with impact statement to complete and return if they choose to take advantage of their rights under law.
3. Informs victims, by letter or telephone, of court dates and actions taken. Ensures that statutory requirements regarding notification are fulfilled at each step during prosecution of the case.
4. Logs and maintains all victims' files, sends court notices, and assists victims with restitution matters and plea agreements.
5. Advises victims of hearings and final dispositions which includes providing forms to be completed by the victim and assists with the preparation of such statements.
6. Along with a Prosecuting Attorney, conducts interviews of children and young adults that are victims of criminal sexual conduct cases; assists the victims in finding counseling, and introduces them to the court process.
7. Assists victims in completing applications for compensation to recover some of the expenses incurred as a result of the crime. Provides victims with information that may assist in filing a claim.
8. Meets and/or assists victims in preparing for court, and provides support by familiarizing them with the court process.

## LAPEER COUNTY

### PROSECUTING ATTORNEY'S OFFICE

- ✓ 9. Attends hearings and trials with victims as requested
10. Attends arraignments on serious assaultive crimes to request high bond to secure victim's safety.
11. Assists victims on parole issues and attends parole board hearings with victims.
12. Keeps log of monthly felony and misdemeanor cases for statistics.
13. Interviews victims and/or families of victims to discuss the case and possible plea agreements and acts as liaison between the victim and the prosecutor.
14. Provides crisis intervention and assistance to victims in obtaining no contact orders, handles threats, and shelter referrals or counseling.

#### Other Functions

15. None listed.

*This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.*

#### Employment Qualifications

**Education:** High school graduation plus the equivalent of one to two years of college-level coursework in criminal justice or a human services related area.

**Experience:** One year of experience in a Prosecutor's office or other legal setting providing a familiarity with the judicial system. Knowledge of computer systems related to the Prosecutor's system required.

#### **Other Requirements:**

*The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.*

**FLSA Status:** Non-exempt

**Worker's Compensation Code:** 8810

**Occupational Employment Statistical Code:** 27305

## LAPEER COUNTY

### PROSECUTING ATTORNEY'S OFFICE

**Physical Requirements** *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements and working conditions. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access filing systems.

Ability to enter and retrieve information from a computer system.

Ability to generate various documents from a computer system.

Ability to travel to and access all courtrooms.

#### **Working Conditions:**

Works in office setting.

Exposure to individuals charged and/or convicted of a variety of criminal offenses.

Travels to and from courtrooms and other locations in all weather conditions.

DATE: July 07, 2023

☒ REQUEST FOR ACTION

☐ FOR YOUR INFORMATION

☐ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Sheriff's Office- Traffic Crash Reconstruction Unit

**SUMMARY OF REQUEST/ INFORMATION:**

To approve the purchase of a new Leica brand TS07 Manual Total Station to replace an aging Sokkia brand Set530R3 Manual Total Station, a device having being used with the Traffic Crash Reconstruction Unit since 2008.

Total stations are used during scene investigations to accurately obtain measurements of evidence to be used with scene documentation, mapping/ diagramming and analysis. These devices are not only limited to traffic crashes, but can be used on any crime scenes when measurements of evidence are required.

The current Sokkia unit is not compatible with currently used Map360 CAD mapping software. Due to age, the current unit runs on Microsoft Mobile (encompassed with Windows 7 software) and requires an old, out of date computer terminal to remain at the office solely to use this device.

The current unit also is not compatible with the Reconstruction Unit's newer Leica brand CS20 data collection interface and Leica brand GNSS-RTK system, a satellite-based measurement tool. Upgrading to the new TS07 Manual Total Station would allow for seamless integration with other equipment currently in use. The TS07 would additionally allow use in measuring scenes where our satellite-based system is currently unable to obtain measurements (i.e. indoors, under tree coverage/ highway overpasses, heavy cloud coverage, etc.).

The Leica brand TS07 can be purchased directly from Leica and offers 20% off list pricing through a current State of Michigan contract MiDeal program. This would also include training and support for the investigators assigned to the Reconstruction Unit. This purchase would also allow a trade in of the old Sokkia unit and interface allowing for a credit of \$1,189.55 to be used towards the cost of the new Leica brand TS07 system.



**CONTACT PERSON(S):**

Det./Sgt.-Reconstructionist Jason Parks, Dep.- Reconstructionist Eric Kanyak

**SUPPORTING DOCUMENTS:**

One equipment quote provided by Leica Geosystems, Inc. This quote includes State of Michigan MiDeal contract pricing for the new TS07 Manual Total Station. This also includes a trade-in credit on the current Sokkia Set530R3 unit as well.

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the Lapeer County Sheriff's Office purchasing a new Leica Geosystems, Inc.® brand TS07 Manual Total Station package to replace an old/ out-of-date Sokkia brand Set530R3 Manual Total Station. This new device would be used by the Traffic Crash Reconstruction Unit, a specialty assignment with the sheriff's office investigations bureau. The cost not to exceed \$8,326.85, will come from line 262-301-821.010, and at no additional cost to the county.



# Equipment Proposal

Lapeer County Sheriffs Office  
 3231 John Conley Dr,  
 Lapeer, MI 48446  
 Contact: Det. Jason Parks  
 Cell: (810) 656-1015  
 Jason Parks <jparks@lapeercounty.org>

Leica Geosystems, Inc.  
 Buckell Lake Road  
 Holly, Michigan  
 Cell: (313) 670-3395  
[Rick.Sauve@leicaus.com](mailto:Rick.Sauve@leicaus.com)

26-Jun-23

## TS07 Total Station

PN	Description	Qty	Price	Extended
	<b>Manual Total Station Package</b>			
868851	TS07 5" (1.5mgon) R500, total station with reflectorless R500 EDM, WLAN, Bluetooth, RS232 Interface, USB stick/SD card Interface, 4GB Internal Flash Memory, 1GB SDRAM, laser plummet, 1 keyboard with 3.5" QVGA color touch screen, Quick guide and container with protective cover, lens hood and cleaning cloth.	1	9,600.00	9,600.00
777508	GDF321 Pro Tribrach with Non-optical plummet, pale green	1	390.00	390.00
954518	GEB334 Battery Int Li-Ion 10.8V/3450mAh Circular Prism	2	255.00	510.00
641618	GPR111 Circular prism sealed in red polymer holder. Large integrated target plate provides good visibility. Centering accuracy 2.0 mm, range 2500 m (8000 ft) Tripod & Plumbing Pole	1	285.00	285.00
667301	GST120-9 Geodetic Tripods with Locking Legs	0	470.00	-
667310	GLS112, BASIC, Reflector pole, with bull's-eye bubble, cm/ft Additional Accessories	1	345.00	345.00
8208940	Tripod Bag	0	90.00	-
332200	Tripod-star GST4, for setting up slippery floors	0	265.00	-
	Firmware Upgrades / Support / 1 Year / Existing Equipment			
6009619	CS20 Firmware Upgrade and Support 1 Year Serial Number:	1	590.00	590.00
6003686	1 yr GNSS (GS18) Basic CCP Serial Number:	1	175.50	175.50

<b>Proposal Summary</b>	
List Price of Equipment	11,895.50
Less 20% MIDeal Discount	(2,379.10)
Less Trade In of Legacy Sokkia SET530R3 Total Station + Collector	(1,189.55)
Price with Discount and Trade In	8,326.85
6% Michigan Sales Tax	Tax Exempt
Shipping	Included
<b>Purchase Price of System</b>	<b>8,326.85</b>

Note: Price includes one day of onsite training

Note: Proposal good for 60 days.

Offer subject to Leica Geosystems terms and conditions, available at:

[https://portal.leicaus.com/US\\_GT-Cs\\_of\\_Sales.txt](https://portal.leicaus.com/US_GT-Cs_of_Sales.txt)

Full Software License Agreement: [www.leica-geosystems.com/TCSL](http://www.leica-geosystems.com/TCSL)

Full Standard Warranty: [www.leica-geosystems.com/TCLW](http://www.leica-geosystems.com/TCLW)

Signature & PO Number if Required :

The above is the equipment I would like shipped:

Sign, Date & Email To [Rick.Sauve@leicaus.com](mailto:Rick.Sauve@leicaus.com)

Note: Leica Geosystems -State of Michigan "MIDeal" Contract Number : MIDeal Contract # 180000000005

DATE: 7/25/2023

\_\_XX\_\_ REQUEST FOR ACTION

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: LORI E. CURTISS – PROBATE ADMINISTRATOR

**SUMMARY OF REQUEST/INFORMATION:** Child Care Budget Fund 292 is due for submission to the State around 8/15. This is an increase of \$540.00 from 22/23 budget.

**CONTACT PERSON:** Lori E. Curtis

**SUPPORTING DOCUMENTATION**

**DRAFT MOTION:** Motion by \_\_\_\_\_ supported by \_\_\_\_\_ to authorizes Chairman Tom Kohlman to sign the Child Care Fund 2091 for the total of \$1,463,408.00 with \$795,163.50 being county share.

# County Child Care Budget Summary (DHS-2091)

Michigan Department of Health and Human Services (MDHHS)  
Children's Services Agency

Lapeer County for October 1, 2023 through September 30, 2024

Organization	Court Contact Person	Telephone Number	Email Address
Lapeer County	Lori Curtiss - CCF Judges Delegate	(810) 245-4843	lcurtiss@lapeercounty.org
Fiscal Year	MDHHS Contact Person	Telephone Number	Email Address
October 1, 2023 through September 30, 2024	Karen Southgate - CCF Organization Management	(989) 673-9130	southgatek@michigan.gov

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Court or Tribal Supervised		\$0.00	\$548,302.00	\$548,302.00
B. In-Home Care		\$0.00	\$915,106.00	\$915,106.00
C. County/Court-Operated Facilities		\$0.00	\$0.00	\$0.00
D. Subtotals (A+B+C)		\$0.00	\$1,463,408.00	\$1,463,408.00
E. Revenue		\$0.00	\$0.00	\$0.00
F. Net Expenditure		\$0.00	\$1,463,408.00	\$1,463,408.00

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Neglect Abuse		\$0.00	\$0.00	\$0.00

Please Note: The Neglect/Abuse Out-of-Home Care amount reflects ONLY the county court's share of these expenditures. Effective October 2019 the State of Michigan pays 100% of Neglect/Abuse Out-of-Home placements and the county then reimburses the state 50%.

Cost Sharing Ratios	County 0% / State 100% \$15,000.00 Maximum	MDHHS	Court	Combined
Basic Grant		\$0.00	\$0.00	\$0.00

Total Expenditure	\$1,463,408.00
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BUDGET DEVELOPMENT CERTIFICATION	
THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2023 through September 30, 2024; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.	
Presiding Judge	Date 7-25-23
County Director of MDHHS Signature	Date 7/19/23
Chairperson, Board of Commissioner's Signature	Date
And/or County Executive Signature	Date
Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.	<p>AUTHORITY: Act 87, Publication of 1978, as amended.</p> <p>COMPLETION: Required.</p> <p>PENALTY: State reimbursement will be withheld from local government.</p>

**REQUEST FOR ACTION****DATE:** 8/2/2023  x   REQUEST FOR ACTION**TO: County of Lapeer Board of Commissioners****FROM: Lapeer County KIND**

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:**

1. Request for School to Career high school and Jr high program  
 Request the purchase of services for KIND's School to Career program. KIND will work with the high schools and Jr High schools to keep students in school, help them to graduate and help students to obtain a career path. KIND will have a worker in the Jr. high and high school 5 hours a week for the 2023/2024 school year providing the school will match the dollars need to sustain the program.

**ADDITIONAL INFORMATION:**

Attached

**CONTACT PERSON(S):**

Cheryl Clark  
 KIND Executive Director

**BACKGROUND INFORMATION:**

The Collaborative has 3 concerns they are concentrating. One is the high dropout rate of high school student and students who do not graduate on time, approximately 191 students. The dropout rate has more than doubled since 2013.

**SUPPORTING DOCUMENTS:**

attached

**DRAFT MOTION:**

**To approve the purchase of service with Lapeer County KIND to provide services to Lapeer County School for the School to Career Program for the Jr High and High Schools, in the amount of \$18,500 which is the budgeted amount.**

ATTACHMENTS      YES   x        NO

The school year of 2022 to 2023 seemed to be another challenging year for some, as many are still being affected by adjusting to a “normal” life due to Covid and other socioeconomic dynamics. Family, home life, friends or school seems to be other stressors that impact a student upbringing. As becoming a teenager, it can be challenging. An individual is trying to fit in, meet their expectations or their parents, and trying to find themselves. With the KIND program it provides a student with support, encouragement, and helps them strive to meet their individual goals or needs. KIND works with students, families and staff throughout this school year to address problems, like truancy, social withdrawal, academic concerns, behavioral and emotional problems. KIND works one-on-one with students to provide the most effective plan to assist a student. Each child also learns positive coping strategies and awareness of the importance of mindfulness and self-care. KIND is many things to a student, mainly a mentor, advocate and a positive role model.

KIND can help provide resources or support to any student. Students who may have lost a close one, struggling with attendance or academic performance, mental health concerns, new to the school, friendship or organization skills or someone who just needs a positive role model. Another issue is having access to a quality education; which seems to be a huge problem. Everyone wants access to a quality education but in reality, it is hard. For example, think about economic hardship for families. A middle school boy was referred to the KIND program. KIND found out he was living in a camper and both parents worked different jobs to meet the bills. Child stated he did not know how to ride a bike and never got to do anything. His KIND worker took child out in the community. The agency was able to provide the family with services as well, including NEW TO YOU and local food drives. He learned about GEO-catching and was able to partake in some local community events. Child's appearance changed. His self-esteem improved, as well as his performance at school. The family stated that they did not know all of these programs were out there.

There are mental health concerns like anxiety and depression that seem to be arising as well. KIND worked with a variety of students who had a significant impact on their academic performance due to their mental health. For example, one student had a cause of anxiety that taking a test or doing any important assignment she would start shaking, crying, or breathing rapidly. KIND worked with student to help her learn different mindfulness and coping techniques to help her. She was able to stay in class and complete assignments. KIND also provided her with a sketch book and many fidget items. She stated she enjoyed the smoothing rock the most because she can carry it in her pocket and no one can see it.

A KIND worker advocates for their students. Some students lack access to technology and some had too much exposure, while even a classroom setting can affect a student's learning. For example, KIND received a referral from Rolland Warren was a sixth grader who was referred due to their attitude and motivation

towards learning. This child was not passing any subjects and talked so negative regarding his teachers and peers. While working with KIND child development a more positive mindset and started to learn Mindfulness; which is a intentional awareness and acceptance of the present moment. This student started practicing becoming more positive and started to become more aware of themselves. This allowing them to make friends, smile more often and become positive with themselves, as well as their school-performance improved. This child learned what self-advocating meant as well. He informed worker about a bullying situation he was having at school. KIND worked with child, his family and the school to address this matter. This allowing this student to feel safer coming to school and able to focus more on his class room performance.

Another student who was referred was struggling with a home situation, however, this student was referred for attendance and grades. When starting to work with student and building a positive connection with student, KIND noticed that domestic violence was going on at home and parent's health was not very well. Worker provided child with tools and coping strategies to help her. When parent reached out we were able to assist family as well.

Another opportunity KIND gives consistency and opportunities. Any individual can be referred to the program, more than once too. Since this program, we have students asked for the program following year. When asked why, each child responds seems to be very similar because it brought them a support person who cares about them. Someone who checks on them throughout the week, doesn't scream but listens and really seems to care about them. These students seem to improve their self-esteem and well-performance.

KIND wants the best for each individual and enhance their well-being by meeting their needs. Our workers help create opportunities for assessment and intervention for a student. KIND works with the community or education providers to help a student when they need it the most. To help a student cope effectively with their reality and change that reality when necessary. KIND help students deal not only with how they feel about a situation or a concern but also with what they can do about it. Giving them opportunities, information and techniques to help them in everyday settings.

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## **KIND Programs:**

- **KIND works with kindergarten to 8th grade children who are at-risk. At-risk is loosely defined as any child not being successful at school, at home or in the community. A caseworker works with the child for 2 hours a week and then works with the parents for an hour a week for 3-5 months. Each plan is individualized to the child's needs.**
- **KIND works with High school student to help them graduate and help them to walk through the college process including visits to a college so they can see what a campus life would be like.**
- **KIND Junior High to increase their math skills and to help them to connect to their school so they will graduate high school.**
- **KIND provides the Citizen Probation Council (CPC) for first time offenders. Clients work with a mentor once a week for 16 hours**
- **Mess (Manners, Etiquette, and Social Skills) Program. A program for elementary children 15 minutes a week per classroom.**
- **Just Breathe Program for elementary children to learn how to control their anger.**
- **Lifting Burdens, a Jr High program for students who struggle with death, divorce, etc. 30 minutes per week.**
- **KIND provides Supervised Visits to parents who need to be supervised to see their children for the Courts, for DHS and private pay.**
- **KIND Contracts with Probate Court to be a Mentor for students in the Court system. We work with the child for 60 hours**
- **KIND Contract with Probate Court to work with students who are suspended from school.**
- **KIND oversees the HANDS program where people can donate cars; we fix them and give them to people who need a vehicle.**



LAPEER COUNTY  
*Community Mental Health Center*

1570 Suncrest Drive, Lapeer, Michigan 48446  
(810) 667-0500 FAX: (810) 664-8728

5a

Date: July 24, 2023

☒ Request for Action  
☐ For Your Information  
☐ Request for Information

To: Lapeer County Board of Commissioners - Regular Board Meeting

From: Lapeer County Community Mental Health

Summary of Request/Information:

Requesting transfer of \$89,661.34 from appropriation to expenditure, which represents third of the three transfers for the fiscal year 2022-2023. Please credit this money to general ledger account #222 990 695.(010-299).

Additional information:

1. The Lapeer County allocated \$268,984.00 to CMH as county match for the current fiscal year.
2. Motion #0723-010 approved by the Lapeer County Community Mental Health Services Board at its Board meeting on July 20, 2023 authorizing the CMH Director to make this request.

Contact person(s):

Lauren Emmons, Chief Executive Officer or  
Inder Abrol, Finance Department



Background Information:

Requested transfer is based on total appropriation of \$268,984.00 for the fiscal year.

Supporting Documents:

None.

Draft Motion:

Move to transfer \$89,661.34, representing third of the three installments toward the annual allocation of \$268,984.00 from CMH appropriations to CMH expenditure.

Attachments: Yes \_\_\_\_\_ No X \_\_\_\_\_



LAPEER COUNTY  
*Community Mental Health Center*

5b

1570 Suncrest Drive, Lapeer, Michigan 48446  
(810) 667-0500 FAX: (810) 664-8728

Date: May 16, 2023

☒ Request for Action  
☐ For Your Information  
☐ Request for Information

To: Lapeer County Board of Commissioners - Regular Board Meeting

From: Lapeer County Community Mental Health

Summary of Request/Information:

Requesting approval of attached amended budget.

Additional information:

Motion #0323-005 Lapeer County Community Mental Health Services Board at its Board meeting on March 30, 2023 approved these amendments for the fiscal year 2022-2023.

Contact person(s):

Lauren Emmons, Chief Executive Officer or  
Inder Abrol, Finance Department



Background Information:

To adjust the CMH budget to reflect the estimated revenue and expenses for the fiscal year 2022-2023.

Supporting Documents:

Budget Amendment Form.

Draft Motion:

Move to approve Lapeer County Community Mental Health Budget Amendments for the fiscal year 2022-2023.

Attachments:      Yes      ☒      No      ☐

LAPEER COUNTY  
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Inder Abrol 5/16/2023

RECEIVED: \_\_\_\_\_

REVIEWED: \_\_\_\_\_

FORWARDED: \_\_\_\_\_

RETURNED: \_\_\_\_\_

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	506	.000	CCBHC Grant Revenue	\$0		\$971,037		\$971,037
222	649	506	.654	MI Kids Now Mobile response Grant Revenue-	-		196,790		196,790
222	649	506	.655	Veteran's Services Grant Revenue- R10	69,147		9,801		78,948
222	649	558	.030	Club House Engagement- SD Grant Revenue-	-		79,914		79,914
222	649	638	.030	Other Insurance	12,000		6,000		18,000
222	649	638	.080	Other Local Income	123,000			48,000	75,000
222	649	665	.000	Interest Income	1,500		5,000		6,500
222	649	681	.000	Earned Contracts- OBRA	195,000		8,919		203,919
222	649	681	.010	Earned Contracts	250,000		15,000		265,000
222	990	695	.010	Local Match- Other (Rent)	64,680		1,404		66,084
222	649	704	.000	Salary - Permanent	\$7,580,759		1,562,229		\$9,142,988
222	649	709	.000	Salary - Other Pay	765,478			316,498	448,980
222	649	714	.000	Medicare- Employer Share	122,269		16,814		139,083
222	649	715	.000	Social Security- FICA Employer Share	522,806		71,896		594,702
222	649	716	.000	CMH Hospital / Medical / Optical Insurance	1,778,496		195,936		1,974,432
222	649	717	.000	Life Insurance	9,204		1,014		10,218

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

COMPUTER ENTRY BY: \_\_\_\_\_

DEPT. HEAD: 

MOTION #: 0323-005

DATE ENTERED: \_\_\_\_\_

**LAPEER COUNTY  
BUDGET AMENDMENT FORM**

**FUND NAME:** CMH  
**ORIGINATOR:** Inder Abrol 5/16/2023

**RECEIVED:** \_\_\_\_\_  
**REVIEWED:** \_\_\_\_\_  
**FORWARDED:** \_\_\_\_\_  
**RETURNED:** \_\_\_\_\_

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	718	.000	Retirement - Employer Share	809,967		119,396		929,363
222	649	719	.000	Unemployment	84,323		11,597		95,920
222	649	722	.000	Workerscompensation	168,647		22,794		191,441
222	649	723	.000	PEHB/VEBA	42,480		10,080		52,560
222	649	730	.080	Therapy Supplies	79,158		7,500		86,658
222	649	750	.001	CCBHC Expenses	-		260,483		260,483
222	649	750	.003	MI Kids Now Mobile response Grant Expense-	-		6,000		6,000
222	649	750	.007	Club House Engagement- SD Grant Expense-	-		79,914		79,914
222	649	750	.604	Veteran's Services Grant Expense- R10	69,147		9,801		78,948
222	649	802	.100	Nursing Services	75,000			10,000	65,000
222	649	813	.000	Other Contracted Services	796,020		51,589		847,609
222	649	813	.018	Local Inpatient- All Community Inp.	1,803,575			375,000	1,428,575
222	649	813	.019	Specialized Residential Services Contracts (Af	4,377,917		633,674		5,011,591
222	649	813	.021	Consulting- Physician Services- CMH & Group	712,240		20,000		732,240
222	649	813	.102	SPMI Contracted Services	250,000		40,000		290,000
222	649	813	.104	Autism Services- Contractual	25,000			24,000	1,000
222	649	813	.160	Group Home Building Leases	238,419			67,000	171,419
222	649	813	.170	Group Home Providers - Adult Res Service Co	5,870,851			976,905	4,893,946

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

**COMPUTER ENTRY BY:** \_\_\_\_\_

**DEPT. HEAD:** \_\_\_\_\_

**MOTION #:** 0323-005

**DATE ENTERED:** \_\_\_\_\_



**LAPEER COUNTY  
BUDGET AMENDMENT FORM**

**FUND NAME:** CMH  
**ORIGINATOR:** Inder Abrol 5/16/2023

**RECEIVED:** \_\_\_\_\_  
**REVIEWED:** \_\_\_\_\_  
**FORWARDED:** \_\_\_\_\_  
**RETURNED:** \_\_\_\_\_

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	813	. 190	Guardianships	56,280		5,720		62,000
222	649	813	. 220	Respite Services- Helping Hand	292,182			92,182	200,000
222	649	813	. 240	Respite Services- MCSI	228,826			43,826	185,000
222	649	813	. 290	CLS Services- LTW	82,304		6,000		88,304
222	649	832	. 010	State Institutional- County Share	275,000		40,000		315,000
222	649	845	. 050	Contracted Transportation	311,400			36,000	275,400
222	649	850	. 000	Telephone/Cell Phones/Pagers	65,000		40,000		105,000
222	649	860	. 050	Staff Travel	45,000		10,000		55,000
222	649	941	. 020	CMH Building Rent	345,338			261,833	83,505
222	649	956	. 000	Professional Education/Training- CMH Staff/G	30,000		20,000		50,000
222	649	969	. 000	County Cost Allocation	370,259		71,124		441,383
222	649	980	. 000	Vehicle Leases	27,711		3,000		30,711
222	649	981	. 003	Diane Vaughn SIP	49,680		97,254		146,934
222	649	981	. 004	MDHHS- ACT Grant Expenses	-		35,294		35,294
									-
				TOTALS	\$29,076,063	\$0	\$4,742,974	\$2,251,244	\$31,567,793

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

**COMPUTER ENTRY BY:** \_\_\_\_\_

**DEPT. HEAD:** \_\_\_\_\_

**MOTION #:** 0323-005

**DATE ENTERED:** \_\_\_\_\_

**DATE:** August 2, 2023

XX REQUEST FOR ACTION

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

**TO:** COMMITTEE OF THE WHOLE

**FROM:** Moses Sanzo, County Controller/Administrator

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** Request authorization to pay the August invoice from Shifman Fournier for labor related legal services.

**BACKGROUND INFORMATION:**

**ADDITIONAL INFORMATION:**

**CONTACT PERSON(S):** Moses Sanzo and/or Doreen Clark

**SUPPORTING DOCUMENTS:** Legal Summary for Invoice #15350

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$1,710.00 for labor related legal services rendered through July 31, 2023, to be paid from line item #101-239-801.020.

**ATTACHMENTS** YES X NO \_\_\_\_\_

Howard L. Shifman  
Brandon Fournier  
Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite 100  
Bingham Farms, MI 48025  
Phone (248) 594-8700  
Fax (248) 594-7080  
shifmanfournier.com

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**VIA EMAIL ONLY**

**PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

August 1, 2023

Moses Sanzo, County Administrator/Controller  
Lapeer County  
255 Clay Street  
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Mr. Sanzo:

Attached please find our invoice for services through July 31, 2023.

Invoice No. 15350

Lapeer County –	
General	\$ 0.00
Sheriff's Department	\$ 0.00
CMH	\$ 330.00
FOC	\$ 0.00
District Court	\$ 0.00
Health Department	\$ 1,380.00
911 MAPE	\$ 0.00
911 POAM	\$ 0.00
Non-Union	\$ 0.00

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**TOTAL DUE \$ 1,710.00**

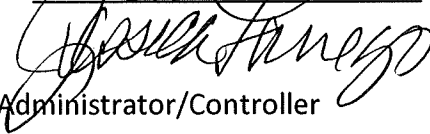
Please make check payable to Shifman Fournier, PLC

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

**SHIFMAN FOURNIER**

Jessica Fanego, Office Administrator  
[Jessica@shifmanfournier.com](mailto:Jessica@shifmanfournier.com)

A handwritten signature in black ink, appearing to read 'Jessica Fanego', is written over the printed name and email address.

Cc Doreen Clark, Assistant to County Administrator/Controller

**LAPEER COUNTY**  
**"GRANT" REQUEST FOR ACTION**

7

DATE: 7/18/2023

           REQUEST FOR ACTION -Grant Application

  X   REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Emergency Management

**SUMMARY OF REQUEST/INFORMATION:** The Region 3 Homeland Security Planning Board has awarded Lapeer County funds to purchase up to 15 portable scene lights in an amount not to exceed \$58,000 to distribute to the Lapeer County Fire Departments. This will be from the region FY22 Homeland Security Grant Program allocation. Acceptance of the FY22 HSGP grant as attached is requested to allow for the purchase of these light units for the fire departments in the County.

**ADDITIONAL INFORMATION:**

YES      NO

CFDA #           97.607          

Is there a Continuation Requirement?              X  

% FEDERAL           100%          

Is there an Interest Earned Requirement?              X  

% STATE                                   

Can Interest be charged to the Grant?              X  

LOCAL MATCH      Cash:           0            
                          In-Kind:           0          

Is Cost Allocation Allowable?   X               
(If not Explain Why)

Revenue Account Line #:   258   -   424   -   977   .   000  

CONTACT PERSON(S):           Sarah Whaley          

**BACKGROUND INFORMATION:** In August of 2022 the Lapeer Count Fire Departments indicated a need to the Emergency Manager for portable lighting units. Grant funding was available so the request for funds was made.

**SUPPORTING DOCUMENTATION:** Minutes from August 2022 Region 3 Homeland Security Planning Board, Approved Alignment and Allowability Form (AAF), Subrecipient Agreement, Articles of Agreement for Subrecipients

**DRAFT MOTION:** Request to accept the grant funds from the Region 3 Homeland Security Planning Board for FY22 Homeland Security Grant Program funds to purchase portable scene lighting for Lapeer County Fire Departments in an amount not to exceed \$58,000.00; Funds will be directed fo FUND:258.424.977.000

**ATTACHMENTS**      Yes   X        No



## RESOLUTION TO ACCEPT GRANT AGREEMENT

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

"RESOLVED, that Lapeer County, Michigan, does hereby accept the terms of the Agreement as received from the DISTRICT HEALTH DEPARTMENT No. 2, a public health department serving four counties within Michigan's Region 3, hereinafter referred to as "DHD2", acting as Fiduciary Agent for the 2022 Homeland Security Grant Program (Fiduciary), and that the Lapeer County Board of Commissioners, does hereby specifically agree, but not by way of limitation, as follows:

1. To make available all funds necessary to complete the project during the project period in an amount not to exceed \$58,000.00, to be reimbursed by the Homeland Security Grant Program.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the equipment purchased and reserved under this Agreement to assure the use thereof in accordance with the Homeland Security Grant Program.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN)

) ss COUNTY OF LAPEER)

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

Signature

Title

Date

**DISTRICT HEALTH DEPARTMENT No. 2  
2022 HOMELAND SECURITY GRANT PROGRAM  
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the DISTRICT HEALTH DEPARTMENT No. 2, a public health department serving four counties within Michigan’s Region 3 and based at 630 Progress Street, West Branch, Michigan, hereinafter referred to as “DHD2”, acting as Fiduciary Agent for the 2022 Homeland Security Grant Program (Fiduciary) and \_\_\_\_\_(Political Subdivision), with a fiscal year end date of \_\_\_\_\_ (month) \_\_\_\_ (day).

WITNESSETH, THAT:

WHEREAS, pursuant to the Urban Cooperation Act of 1967, 1967PA 7, mcl 124.501, *et,seq.*, the Fiduciary and the Political Subdivision enter into the agreement for the purpose of passing through 2022 Homeland Security Grant Program (grant program) funds to the Political Subdivision, delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision and the Region 3 Homeland Security Planning Board regarding the grant program; and addressing use of grant program funds, including but not limited to, the purchase, use and tracking of equipment purchased with grant program funds, purchase or reimbursement of services with grant program funds, and/or reimbursement for certain salaries and/or overtime with grant program funds.

WHEREAS, DHD2 was elected and appointed Fiduciary for the 2022 Homeland Security Grant Program by the Region 3 Homeland Security Board on August 1, 2022; and District Health Department #2 accepted the position of Fiduciary and as a result entered into the 2022 Homeland Security Grant Program with the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD) and became the Subgrantee for the grant program effective September 1, 2022. In consideration of the mutual promises, obligations, representations, and assurances in the agreement, the parties agree to the following:

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

- 1.3. **Fiduciary** means District Health Department #2, a multi-county public health department, including, but not limited to, its Board of Health, any and all of its departments, divisions, elected and appointed officials, directors, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
- 1.4. **Party/Parties** means the Fiduciary and the Political Subdivision may also be referred to individually as party or jointly as parties.
- 1.5. **Political Subdivision** means a Michigan Municipal Corporation including but not limited to, its Council, Board, and any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
- 1.6. **Region** means the area comprised of Alcona, Arenac, Bay, Genesee, Gladwin, Huron, Iosco, Lapeer, Midland, Ogemaw, Oscoda, Saginaw, Sanilac, and Tuscola Counties. The Region mirrors the existing State Emergency Management 3<sup>rd</sup> District and the Office of the Public Health Preparedness Bio-Defense Network region.
- 1.7. **Region 3 Homeland Security Planning Board (Region 3 Planning Board)** means the Regional Homeland Security Planning Board for Region 3, as created by the Michigan Homeland Protection Board, and is comprised of the Counties from the Region.
- 1.8. **2022 Homeland Security Grant Program (grant program)** means the grant program described and explained in Exhibit B which began September 2, 2022 and ends May 31, 2025. The grant program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NHS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. CFDA #: 97.067 and Federal Award ID #: EMW-2022-SS-00031-S01.
2. **Agreement Exhibits** - The exhibits listed below, and their properly promulgated amendments are incorporated and are part of this agreement.
  - 2.1. **Exhibit A:** Region 3 Homeland Security Planning Board minutes from August 1, 2022, re: approval of the 2022 Homeland Security Grant Program Fiduciary
  - 2.2. **Exhibit B:** 2022 Homeland Security Grant Program agreement between the Fiduciary and the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD)
  - 2.3. **Exhibit C:** FY 2022 HSGP Agreement Articles Applicable to Subrecipients
  - 2.4. **Exhibit D:** FY 2022 HSGP Equipment Ownership Agreement

### **3. Fiduciary Responsibilities**

- 3.1. The Fiduciary will comply with all requirements set forth in the grant program agreement between the Fiduciary and MSP-EMHSD.
- 3.2. The Fiduciary shall comply with all requirements set forth in the 2022 Homeland Security Grant Program guidance.
- 3.3. The Fiduciary shall submit all required project forms to MSP-EMHSD for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 3 Planning Board.
- 3.4. The Fiduciary shall reimburse the Political Subdivision for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by MSP-EMHSD and the applicable reimbursement forms reviewed and approved by MSP-EMHSD. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by MSP-EMHSD and the Fiduciary are properly executed by the parties.
- 3.5. The Fiduciary shall create and maintain an inventory of all equipment purchased with grant program funds in accordance with 2 CFR, Part 200.313 located at <https://www.ecfr.gov>
- 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Political Subdivision's fiscal year of the dollar amount of grant program funds released to the Political Subdivision for that fiscal year.
- 3.7. The Fiduciary shall file this agreement pursuant to law and provide executed copies of this agreement to the Region 3 Planning Board Secretary and the Political Subdivision.

### **4. Political Subdivision Responsibilities**

- 4.1. The Political Subdivision shall prepare all required forms for the use of grant program funds and shall submit such forms to the Region 3 Planning Board. Upon approval by the Region 3 Planning Board, the Fiduciary will forward the required forms to MSP-EMSHD for review and approval.
- 4.2. The Political Subdivision shall make all purchases in accordance with applicable federal, state, and local purchasing policies.
- 4.3. The Political Subdivision shall use the equipment purchased with grant program funds and all grant program funds in accordance with the guidance provided in the 2022 Homeland Security Grant Notice of Funding Opportunity. The Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
  - 4.3.1. Operation of the equipment;
  - 4.3.2. Maintenance and repair of the equipment;
  - 4.3.3. Replacement and repair of equipment, which is willfully or negligently lost, stolen, damaged, or destroyed;

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

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

- 5.2. Hold public meetings, subject to the Michigan Open Meetings Act;
- 5.3. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Program requirements;
- 5.4. Establish subcommittees to carry out its work;
- 5.5. Advocate for, monitor and actively engage in the implementation of the Regional Homeland Security Strategy;
- 5.6. Ensure that all grant projects are aligned to the appropriate FY 2022 HSGP investment and the appropriate core capability from the National Preparedness Goal. The Region 3 Homeland Security Planning Board should consider the benefits to Region 3 prior to approving projects for funding.
- 5.7. Ensure the Regional Fiduciary is fully apprised of all projects approved by the Region 3 Homeland Security Planning Board.

**6. Duration of Interlocal Agreement -**

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

**7. Liability/Assurances**

- 7.1. Each Party shall be responsible for any claim made against that party by a third party, and for the acts of its employees or agents arising under or related to this agreement.
- 7.2. In any claim that may arise under or related to this agreement, each party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
- 7.3. Except as provided herein, neither party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.
- 7.4. To the extent allowed by law, DHD2 shall hold harmless the Political Subdivision for any claims arising as a result of DHD2's performance of, or failure to perform, any of its obligations under this Agreement with the Political Subdivision or the FY 2022 Homeland Security Grant Agreement with the Michigan State Police.
- 7.5. To the extent allowed by law, the Political Subdivision shall hold harmless DHD2 for any claims arising as a result of the Political Subdivision's performance of, or failure to perform, any of its obligations under this Agreement with DHD2.
- 7.6. Nothing herein shall constitute a waiver of either party's rights with regard to governmental immunity.

- 7.7. Notwithstanding any other provisions of this agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of grant program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines or fees associated with an ineligible determination by the auditors.
- 7.8. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- 7.9. Each party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws and requirements applicable to its activities performed under this Agreement, including but not limited to, the Homeland Security Grant Program Agreement, attached as Exhibit B, and the 2022 Homeland Security Grant Program Notice of Funding Opportunity.
8. **Termination and/or Cancellation of Agreement:** Either party may terminate and/or cancel the Agreement upon thirty (30) days' notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the parties' duties and obligations regarding equipment transferred to the Political Subdivision and the parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and /or cancellation.
9. **No Third Party Beneficiaries:** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
10. **Discrimination:** The Parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.
11. **Permits and Licenses:** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **Reservation of Rights:** The Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **Delegation/Subcontract/Assignment:** Neither party shall delegate, subcontract and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.



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

**IN WITNESS WHEREOF:**

**District Health Department No. 2:**

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_


PRINTED NAME and TITLE: \_\_\_\_\_

**Political Subdivision:** \_\_\_\_\_

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME and TITLE: \_\_\_\_\_

**Region 3 Homeland Security Planning Board:**

EXECUTED:  \_\_\_\_\_ DATE: 6-7-2023

PRINTED NAME and TITLE: Randy Miller, Chair, R3HSPB \_\_\_\_\_

Alignment and Allowability Form					
Submit to: EMD_HSGP@michigan.gov		REVISION DATE: 12/2022		MSP/EMHSD Tracking Number: R3-2022-80-0004	
Alignment and Allowability Form					
1.A Subrecipient Name:		District Health Department No. 2			
1.B Region:	3-Three	1.C Regional Fiduciary:	Yes	1.D Date Sent:	April 19, 2023
1.F Subrecipient Point of Contact:		Melissa Upper		1.I Project Lead (If applicable):	Sarah Whaley
1.G Subrecipient Email Address:		melupper@gmail.com		1.J Project Lead Email Address:	swhaley@lapeercounty.org
1.H Subrecipient Phone Number:		989-736-1224		1.K Project Lead Phone Number:	(810)245-4762
Part II - ALIGNMENT REVIEW					
2.A Grant Year:	2022	2.B Grant Program:	HSGP-State Homeland Security Program (SHSP) ✓		
2.C Investment Title:	FY22 SHSP - #2 Protection of Soft Targets and Crowded Places ✓				
2.D Investment Project Number:	✓ 3	2.E Investment Project Title:	Soft Targets and Crowded Spaces Crowded Spaces & Soft Targets ✓		
2.F National Priority:	Protection of Soft Targets and Crowded Places ✓	2.G Local Sub-Project Identifier, if needed (SUBRECIPIENT USE ONLY):	Lapeer Co. Scene Lighting		
2.H Investment and Investment Project Alignment:					
<p>This project aligns with the following investment statement: "Soft targets across the nation face increasing threats from potential acts of terrorism and active assailants, and Michigan is no exception. Locations that are easily accessible to the public and maintain minimal security are particularly vulnerable due to the relative ease with which an adversary can access and surveil potential targets and the myriad of simple tactics that can be used to carry out attacks, such as small arms, Improvised Explosive Devices, edged weapons, and vehicle ramming." This project aligns with the Core Capability, Physical Protective Measures, in the supported activity of physical security measures. This project aligns with Investment Project #3, Soft Targets and Crowded Places, in that it will provide additional physical security equipment to enhance safety and security at public events and locations throughout Region 3. ✓</p> <p>This project will provide for the purchase of portable scene lighting and portable electronic notification signs to enhance safety and security at critical infrastructure and public event locations throughout Region 3. ✓</p>					
2.I Homeland Security Strategy (SHSS or RHSS) Goal (OPTIONAL):		Goal 1: Improve response readiness with the Region			
2.J Homeland Security Strategy (SHSS or RHSS) Objective (OPTIONAL):		Obj 1:8: Provide equipment to address response needs of emergency response agencies			
2.K Core Capability 1:	Protection - Physical Protective Measures ✓				
2.L Core Capability 2:	Prevention - Planning				
FOR MSP/EMHSD USE ONLY:					
Investment Alignment Review:		<input checked="" type="checkbox"/> Justification Accepted	<input type="checkbox"/> Justification Denied	Reviewer/Date:	D. Osbridge 4/25/23
EQ *** Please See Part III - Section 3.A - 3.I for the Allowability Review ***					

Alignment and Allowability Form					
Submit to: EMD_HSGP@michigan.gov		REVISION DATE: 12/2022		MSP/EMHSD Tracking Number: R3-2022-80-0004	
This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.					
Part III - ALLOWABILITY REVIEW					
3.A Solution Area:		Equipment		3.B AEL Number: See Section 3.C	
3.C Detailed Description of Costs:					
This project will be used to purchase the following: Qty twenty (15) portable light towers with batteries  Costs for each complete unit includes Qty one (1) each of the following: Qty: one (1) Milwaukee MX Fuel ROCKET Tower Light/Charger with battery (AEL: 03OE-03-LTPA / 08D2-01-LITE) @ \$4,200.00 Qty: one (1) Milwaukee FUEL Redlithium XC406 battery pack (AEL: 10PE-00-UPS) @ \$900.00 Shipping & handling = \$100.00 (AEL 21GN-00-SHIP) Total Cost per unit: \$5,200.00 per unit (one tower light & one battery)  Total project cost for 15 lighting units = \$78,000.00					
3.D Quantity:		15		3.E Unit Cost: \$5,200.00	
				3.F Total Cost: \$78,000	

Alignment and Allowability Form	
Submit to: EMD_HSGP@michigan.gov	REVISION DATE: 12/2022
MSP/EMHSD Tracking Number:	R3-2022-80-0004
3.G Detailed Narrative of Intended Use/Outcome:	
<p>This project will provide for portable scene lighting units that will augment existing, fixed-in-place lighting to provide enhanced security at large venues and public events within Michigan's Region 3. Areas where large groups of people gather, including public events, transportation centers, parks, shopping centers, and special events venues, particularly those held outdoors, make very attractive soft targets for terrorism due to the apparent lack of security. This equipment will protect citizens by providing portable lighting that can be placed in dimly lit areas such as parking lots and near event venues and large public spaces to provide added visibility in the evening and early morning hours.</p> <p>Historically, terrorists plot against soft targets because they can use simple, low-cost methods to target large numbers of people in a low security environment. Such vulnerable targets are often selected by terrorists in their effort to maximize casualties, inflict fear to the population, and attain media coverage. In response to this threat, considerable attention has been drawn by many countries to the methods and techniques for enhancing the security of soft targets and providing some level of protection to places that would otherwise remain fully unprotected. Providing additional lighting to public venues and event locations helps the public be better able to see their environment and creates less opportunity for terrorists to hide; thus, providing some level of security by discouraging terrorist activity while maintaining the open and public nature of the space.</p> <p>Region 3 will use this project to purchase several portable lighting units that are capable of running off AC power or batteries when there is power failure or for convenience away from a power source. These lights will be multipurpose and will provide scene lighting for first responders for All-Hazards/CBRNE/terrorism incidents as well as providing security lighting as a deterrent for soft targets and crowded places/events. The lights will be used to illuminate incident scenes allowing response and recovery operations to continue after daylight hours. The light will provide for responder safety during incidents caused by manmade or natural disasters including those caused by terrorism, such as active shooter, hostage situations, WMD, IED, or chemical warfare, by providing illumination for search and rescue, investigation, scene/responder protection, and to light areas for responder decontamination. Completion of this project will help to ensure that Incident Command, first response teams, large scale public events and soft targets within Region 3 have the capability of conducting operations after daylight hours while responding to an All-Hazards/CBRNE/terrorism incident, both foreign and domestic.</p>	
3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.	NO
3.I EHP: Will there be ANY construction, ground disturbance, renovation and/or installation, or outdoor training or exercises with this project, regardless of funding source?	NO
<p><b>Environmental and Historic Preservation Compliance.</b> The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, installation, or outdoor training or exercise activities must comply with EHP standards. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project. <u>Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.</u></p>	
Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.	

Alignment and Allowability Form									
Submit to: EMD_HSGP@michigan.gov			REVISION DATE: 12/2022			MSP/EMHSD Tracking Number:		R3-2022-80-0004	
Part IV - TRAINING SECTION									
4.A Course Name:									
4.B Is Training a FEMA-approved Course?			4.C Level of Training:			4.D Date of Course:			
4.E Sponsoring Jurisdiction:						4.F Training Discipline:			
4.G Company Name:				4.H Training Provider:					
4.I Point of Contact:					4.J Email:				
4.K Address:							4.L Phone:		
PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD									
This form shall be provided with reimbursement requests to establish linkages between cost documents provided and grant allowability guidance.									
FOR MSP/EMHSD USE ONLY:									
Additional Information Requested:		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date Additional Information Requested:					
Grant Allowability Review:		<input checked="" type="checkbox"/> Justification Accepted		<input type="checkbox"/> Conditional Justification Accepted		<input type="checkbox"/> Justification Denied			
MSP/EMHSD REVIEWER:		<u>D. Ashbridge</u>			Date:		<u>4/25/23</u>		
<p>Justification or Conditional Justification Accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD. Those receiving FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. This statute applies to FEMA recipients, subrecipients, and their contractors and subcontractors. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. For additional guidance, please refer to FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).</p>									

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FEMA

# 03OE-03-LTPA - Lighting, Portable Area Illumination

## Description:

Portable area illumination for work areas, rescue sites, and staging areas during night operations or in areas with insufficient ambient light.

## FEMA Related Grant Programs:

- Amtrak - (IPR - Amtrak)
- Intercity Bus Security Grant Program (IBSGP)
- Operation Stonegarden (OPSG)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Areas Security Initiative Program (UASI)

## Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's** [Standardized Equipment List site](#). You may also access 03OE-03-LTPA - Lighting, Portable Area Illumination directly [here](#). Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

## System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders site](#). To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.

Last updated September 11, 2018

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# 08D2-01-LITE - Lighting, Decontamination Area

## Description:

Portable area lighting system suitable for use in active decontamination area.

## FEMA Related Grant Programs:

- Amtrak - (IPR - Amtrak)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Areas Security Initiative Program (UASI)

## Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's [Standardized Equipment List site](#)**. You may also access 08D2-01-LITE - Lighting, Decontamination Area directly [here](#). Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

## System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders site](#). To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.

Last updated August 11, 2017

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**FEMA**

# 10PE-00-UPS - Supply, Uninterruptible Power (UPS)

## Description:

Systems that compensate for loss of power to serviced equipment for some period of time. May include short-duration battery devices, or standby generator devices for longer duration.

## FEMA Related Grant Programs:

- Amtrak - (IPR - Amtrak)
- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Area Security Initiative Program (UASI)

## Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's Standardized Equipment List site**. You may also access 10PE-00-UPS - Supply, Uninterruptible Power (UPS) directly [here](#). Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

## System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders site](#). To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.

Last updated February 2, 2023

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FEMA

## 21GN-00-SHIP - Shipping

### Description:

Shipping costs for equipment purchased with grant funding.

### FEMA Related Grant Programs:

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Transit Security Grant Program (TSGP)
- Urban Area Security Initiative Program (UASI)
- Tribal Homeland Security Grant Program (THSGP)

### Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's** [Standardized Equipment List site](#). You may also access 21GN-00-SHIP - Shipping directly [here](#). Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

### System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders site](#). To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.

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**Emergency Management**

**Michigan 3<sup>rd</sup> District Regional  
Homeland Security Planning Board  
August 1, 2022  
Meeting Minutes**

**Meeting called to order** by Region 3 Homeland Security Planning Board Chairman Randy Miller on Monday, August 1, 2022 at 1:30 P.M. Meeting was held at the Bay-Arenac ISD Career Center in Bay City, MI.

**Roll Call:**

Scott Rice (Alcona), Michael Bowers (Arenac, Ogemaw & Oscoda), Chris Metropoulos (Genesee), Bob North (Gladwin), Randy Miller (Huron), Chuck Allen (Iosco), Jeff Satkowski (Lapeer), Jenifier Boyer (Midland), Todd Hillman (Sanilac), Steve Anderson (Tuscola), Rob Kelly (Region 3 HCC)

**Voting Members Absent:**

Scott Rice (Alcona), Tori Rhoads (Alcona), James Mosciski (Arenac), Ryan Manz (Bay), Kurt Corradi (Bay), Mary Krohn (Huron), Sean Bowers (Iosco), Denny Fitzpatrick (Lapeer), Cody Dorland (Midland), Kevin Grace (Oscoda), Mark Przybylski (Saginaw)-excused, Cari Hillman (Saginaw)

**Non-Voting Members Present:**

Melissa Upper (Region 3 Planner), Lt. Charles Barker (MSP-EMHSD, District 3 Coordinator), John Jurek (MFD/IMT)

**Non-Voting Members Absent:**

Dick Ripke (Midland CCP), Mark Laux (MFD/RRT #31), Josh Mosher (MFD/RRT #31)

**Others Present:**

Christopher Lince (MFD/IMT)

**Public Comments:** N/A

**Minutes of the June 6, 2022 R3HSPB Meeting:**

**Motion 2022-0042 – Motion by Jen Byer, seconded by Steve Anderson, to approve the minutes of the June 6, 2022 R3HSPB meeting as presented.**

**Ayes:** Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Anderson, Kelly **Ayes: 13      Nays: 0      Motion carried.**

**FY 2019 HSGP Fiduciary Report:**

**The FY 19 grant closes the end of December with purchase requests being due July 1<sup>st</sup> and all projects should be completed by September 1<sup>st</sup> pending any extenuating circumstances. EMHSD's processing of AAFs has been slow lately.**

**Motion 2022-0043 – Motion by Steve Anderson, seconded by Jen Boyer, to approve the FY 19 project of Bay City DPS MDTs as the clean-up project for the LETPA funding. Roll call vote.**

**Discussion:** All other approvals for this project are in place.

**Ayes:** Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Anderson, Kelly **Ayes: 13      Nays: 0      Motion carried.**

As funds become available for the backup projects, Melissa will contact the project leads to begin the purchasing process. No backup funds were needed for the GLHSC, so the Midland mass casualty project will be fully funded at \$15,000. There is currently partial funding for Mike Bowers' stop the bleed kits, but it will likely be fully funded, as well. Melissa urged everyone to be in communication with vendors of ongoing projects to ensure that equipment can be received and invoiced by the end of the grant performance period.

Melissa sent out individual reminders the week prior to this meeting concerning outstanding projects and unused allocation balances.

#### **FY 2020 HSGP Fiduciary Report:**

The FY 20 grant ends May 31, 2023. **The deadline for project requests and AAF submissions for the FY 20 grant is September 1 and EHPs are due by November 1<sup>st</sup>.** EMHSD recommends allowing about three months for an EHP review and approval. Many projects still need to be completed and several counties still need to allocate their funds to projects.

**Motion 2022-0044 – Motion by Jen Boyer, seconded by Steve Anderson, to approve the FY 20 Huron Co. project of AEDs for \$19,600.39. Roll call vote.**

**Discussion:** These will be portable AEDs.

**Ayes:** Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Anderson, Kelly  
**Ayes:** 13      **Nays:** 0      **Motion carried.**

**Motion 2022-0045 – Motion by Mike Bowers, seconded by Jen Boyer, to approve the FY 20 Oscoda Co. projects of Backup Repeater for Aux Com for \$6,500.00 and Hazmat Equipment for the remainder of Oscoda County's allocation. Roll call vote.**

**Ayes:** Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Anderson, Kelly  
**Ayes:** 13      **Nays:** 0      **Motion carried.**

**Motion 2022-0046 – Motion by Todd Hillman, seconded by Steve Anderson, to approve the FY 20 Sanilac Co. project of Portable Radios for law enforcement \$19,600.39. Roll call vote.**

**Ayes:** Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Anderson, Kelly  
**Ayes:** 13      **Nays:** 0      **Motion carried.**

**Motion 2022-0047 – Motion by Mike Bowers, seconded by Steve Anderson, to approve the FY 20 Arenac Co. project of Jail Security Cameras & County Building Panic Buttons for \$6,000.00 and Hazmat Equipment for the remainder of Arenac County's allocation. Roll call vote.**

**Discussion:** The panic buttons will not be attached to any surface.

**Ayes:** Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Anderson, Kelly  
**Ayes:** 13      **Nays:** 0      **Motion carried.**

**Motion 2022-0048 – Motion by Jeff Satkowski, seconded by Jen Boyer, to approve the FY 20 Lapeer Co. project of Ice Rescue Equipment \$7,800.00. Roll call vote.**

**Discussion:** This will include 2 ice suits, personal flotation devices, rope, etc.

**Ayes:** Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Anderson, Kelly  
**Ayes:** 13      **Nays:** 0      **Motion carried.**

**Motion 2022-0049 – Motion by Scott Rice, seconded by Jen Boyer, to approve the FY 20 Alcona Co. project of AEDs for the remainder of Alcona County’s FY 19 allocation and remainder of FY 20 allocation. Roll call vote.**

**Discussion:** There needs to be assurance from the vendor that the equipment will be received and invoiced before the end of the year to be able to use FY 19 funds.

**Ayes: Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Anderson, Kelly**                      **Ayes: 13      Nays: 0      Motion carried.**

Subrecipient agreements are still needed from a few jurisdictions. The FY 21 subrecipient agreements are starting to come in signed, as well.

The FY 20 grant is the first grant with the required projects. For Cybersecurity, we have assessments for Midland County, followed by Ogemaw and Oscoda Counties. The AAF for Midland County has been approved and they are working on gathering quotes for the purchase request. The Soft Targets project is election security for Lapeer County. This project was a modification of the original project; thus, it had to go to FEMA for approval, which we have not yet heard back on. The Emerging Threats projects was bomb detection equipment for Bishop Airport. This project was originally planned for the RRT and will need an approval from FEMA to change it to Bishop Airport.

#### **FY 2021 HSGP Fiduciary Report:**

All counties previously using EMnet have opted not to continue with the service. This will free up some additional funding. There is now over \$96,000 set aside for contingency until the required funding requests have been filled. **December 1<sup>st</sup> is the deadline for required project requests.** The required projects include Cybersecurity, which could be assessments or enhancements; Soft Targets & Crowded Places includes portable scene lighting and electronic signage; Intelligence & Information Sharing includes MAGLOCLN subscriptions and training; Combating Domestic Violent Extremism is going to be some kind of training, exercise, or planning event put together by the IMT; and Emerging Threats will be two FLIR explosives detectors for Bishop Airport. Requests should include estimates of quantities and costs of specific equipment or services. Required projects can go over budget but cannot go under budget. This is the reason for the contingency fund.

#### **FY 2022 HSGP Required Projects:**

The grant details will be coming out this fall, but the regional fiduciary must be declared by the end of the month. Melissa has met with the new finance director for DHD2, the FY 21 fiduciary, and he will discuss this with the health director and seek approval from their board.

**Motion 2022-0050 – Motion by Steve Anderson, seconded by Jen Boyer, to approve District Health Department No. 2 as the FY 22 HSGP fiduciary, pending their acceptance of the responsibility.**

**Discussion:** If DHD2 does not accept the fiduciary role, then we will ask EMHSD for an extension of time to report fiduciary and discuss other options at that time.

**Ayes: Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Anderson, Kelly**                      **Ayes: 13      Nays: 0      Motion carried.**

The required projects need to be determined by the middle of October and submitted to EMHSD each with a detailed two-page project description. For this grant year, the percentages for each project category are more flexible, but at least 30% of the total grant award must be spent on these projects all together. On the categories of Intelligence & Information Sharing, Soft Targets & Crowded Places, Combating Domestic

Violent Extremism, and Community Preparedness & Resilience, a minimum of 3% of the total grant award must be spent. Election Security and Cybersecurity are optional project categories and Emerging Threats is no longer an option. If only 3% was spent on each category, then the 30% requirement would not be attained. The percentages shown on **Attachment 1** are tentative until we determine what the needs and requests for each category are. Details for these projects need to be developed at the next board meeting so there is time to write the two-page narratives for each.

The LETPA could be responsible for the Intelligence & Information Sharing required project. The group does not meet in August but could meet in September. If the group chooses to pursue the MAGLOCLN subscriptions, then this could be an easy project that could carry over from year to year. Melissa has some concerns about this project, such as funding those agencies with existing subscriptions and how to pay for the subscriptions, as reimbursing every individual agency would be a lot of paperwork. It is too late to do a two-year subscription under the FY 21 grant, as the subscription must end before the end of the performance period. For the FY 22 grant, a minimum of 30% is required to be allocated to the LETPA.

Some of the ideas for the required projects discussed at the last Statewide Regional Workgroup meeting included the following:

- Soft Targets & Crowded Places – security cameras, barriers, warning signs, portable lighting, mobile deployable closed circuit security cameras, active shooter kits, regional stop the bleed training, active shooter training or conference
- Intelligence & Information Sharing – MAGLOCLN subscriptions, FLO training, GrayKey, license plate scanners, facial recognition scanners
- Combating Domestic Violent Extremism – cellular response consoles, vehicle data extraction device, DVE conference, training, DVE public awareness campaign
- Cybersecurity – assessments, improvements, cyber awareness campaign, convert all regional staff emails to a .gov email system
- Community Preparedness & Resilience – CERT support, equipment, trailers, training; Do 1 Thing; community preparedness events (not including giveaways)

Steve Anderson left the meeting due to a tornado event in Tuscola County.

The State is bringing in a basic EMI academy. The training announcement went out in June, but the slots are now full. It is estimated that it cost the State approximately \$20,000 to bring in this training. This might be something useful for our region, especially for the new EMs. John Jurek stated that there are now actual credentialing requirements from the State for the IMT. One of those requirements is 191 ICS EOC Interface training. The entire team will need this training. John is seeking funding to host this training locally and open it up to others in the region. This course is also a requirement for the PEM certification.

### **Critical Infrastructure Scoring:**

Part 3 of the assessment is due February 1<sup>st</sup> and due to Melissa a week prior to that date. Be making changes or updates to the assessments as you are aware of them. This is expected to turn into just an annual update.

### **Procurement Policies:**

Sherrie Loader is working on developing a presentation on procurement for the regions. We need to determine when we would like her to host one for us. The presentation could be in-person (her preferred method), virtual, or a combination of the two, which may be a good idea, as we could then include local finance department staff. The procurement policies encompass all federal grants, not just the HSGP. Knowing the proper procurement policies for these grants could help prevent having to pay back funds in the future.

Travel reimbursement rates are now the lessor of the local or Federal rates. If an individual is getting reimbursed directly from the grant, then it is the lessor of the fiduciary or Federal rates. The current federal rate for mileage is \$0.625/mile, which changed effective July 1<sup>st</sup>. The government rate is \$0.22/mile and applies when using a city or county vehicle.

### **Committee Reports:**

**HCC** – Rob Kelly reported that HCC’s new budget period started on July 1<sup>st</sup>. They have been reviewing their work plan that was just issued, has a budget that is identical to last year’s, and contains some new items, but no surprises. They are being allowed to submit for special projects to use up leftover funds from the previous budget year.

The Region hasn’t seen much of a change in COVID hospitalizations over the last month, which is at approximately 100 patients. There is an increase in positive cases in nursing homes and daycare centers, but those cases are not severe.

**RRT** – No one was present from the team, as Mark Laux is on vacation for the next two weeks, but a report was provided. The team took numerous calls for assistance over the past couple of months. They gave technical advice about a spill in Genesee County and for a chemical disposal concern for Mike Bowers.

The RRT took three members to two different hospitals in Tuscola County and provided six hours of mass decontamination training to approximately forty employees. Thanks to Steve Anderson for making the connections and getting the team involved.

Bob North will be taking RRT members on a tour of the Gladwin County dams for preplanning in mid-August.

MSP Hazmat and the RRT are hosting a Risk-Based Response to Battery Emergency class for first responders on September 19<sup>th</sup>. The class has been filled with thirty students from across the Region. Only twelve students are RRT members.

The RRT is running two 40-hour Confined Space Technical Level training sessions locally. By the completion of these classes, which will be held in October and January, the RRT will add twenty more Confined Space Technicians to the certifications along with three Confined Space Technician instructors through MUSAR.

Two specialized trainings are being completed for Saginaw Fire Department and Bay City Public Safety on the topic of the Arizona Vortex Artificial High Directional strategies. Region 3 has purchased this unique type of tripod/bipod/monopod through different grant years and Mark is providing the training on these devices. These 4-hour training sessions will be completed by August 18<sup>th</sup> with future trainings likely.

The RRT is looking to send six members to Anniston, AL in October for Hazardous Materials Technician training. Even though the RRT is sponsoring six team members, this program is open to all responders. The FEMA Center for Domestic Preparedness (CDP) offers lots of training classes that are free to attend. Airfare, meals, lodging, and travel are all covered through the CDP. Mark highly recommends sending people to these FEMA courses. Please contact Mark if you would like more information about this program.

The RRT apparatus is having its tires replaced and paid for by the City of Midland. This project, which will cost about \$4,000, was denied by Homeland Security so the City of Midland decided to fund this in order to keep the apparatus available for response.

**IMT** – John Jurek reported that Chuck Cribley has retired, and Chris Lince is the new assistant team leader.

The team is looking to train a few instructors for ICS 300 and 400 that could serve the Region. Trainers must hold trainings at least twice per year to keep current.

The team is working to finalize dispatch procedures with Midland County 911, who will be dispatching the team and serving as the point of contact for the team. The procedures will be sent out once completed.

Credentialing instructions from the State came out in July. The State will essentially be following the FEMA standards. A Type 4 team is meant to be a local or small regional team that can assist the local jurisdictions with managing their own incidents. The Region 3 team meets the standard to be a Type 4 team with the exception that they need to know who their governing body is. The R3HSPB is not a legal entity and cannot have legal authority over any regional team. Each team member's authority comes from his/her fire chief. The issue is that the team is made up of members from multiple agencies. The team will likely need to structure itself similarly to the RRT. They will need to collaborate with each county involved and develop mutual aid agreements.

Becoming a Type 3 team is a goal of the IMT and they will follow Type 3 team standards in an effort to get there. A Type 3 team is basically the same as Type 4 team but with more staff. A Type 3 team can be requested by anyone, and the situation does not have to be a state declared emergency. Currently, the only Type 3 team in the state is the DNR team. The Oakland County team will be a Type 3 team once their paperwork has been completed. Requests for a Type 3 team go to Lansing who then decides what team to deploy, but Lt. Barker will verify this detail.

Scott Rice has decided to join the IMT. Scott completed the ICS 305 class in Gaylord in June. The team is always looking for new members, especially from the northern counties, in order to reach their goal of becoming a Type 3 team.

**LETPA** – Melissa reported that the committee last met in June and allocated their FY 21 funding.

**Motion 2022-0051 – Motion by Bob North, seconded by Scott Rice, to approve the FY 21 LETPA projects of AuGres PD In-Car Camera Kit for \$6,300.00; AuGres PD MDT for \$7,700.00; Mayville PD MDTs for \$22,000.00; Millington PD Portable Radios for \$15,000.00; Caro PD Portable Radios for \$15,000.00; Alcona Co. SO In-Car & Body Cameras for \$20,454.00; Tawas City PD Mobile Radios for \$7,000.00; Saginaw PD Armored Lenco Bearcat Rescue Vehicle for \$75,000.00; Marlette PD Radios for \$20,000.00; Genesee Co. Side Scan Sonar for \$20,000.00; and backup project of Tawas City PD MDTs for \$21,000.00. Roll call vote.**

**Ayes: Rice, M. Bowers, Metropoulos, North, Miller, Allen, Satkowski, Boyer, M. Bowers, M. Bowers, Hillman, Kelly**  
**Ayes: 12      Nays: 0      Motion carried.**

**CCP** – Bob North shared that the Gladwin team distributed safety materials at their county fair. He recently discovered that Gladwin County's insurance covers CERT members if they do something to someone, but not if someone does something to them. Thus, Bob is standing down his team until this can be cleared up.

Mike Bowers shared that he has active teams in all of his counties consisting of sixteen members in Oscoda, six members in Ogemaw, and thirteen members in Arenac. All of the teams have started training and working



on their online certifications. The Ogemaw ARES group donated a trailer that will be converted into a regional CERT trailer and serve as a regional disaster response asset.

**Aux Comm** – Mike Bowers reported that currently Aux Comm is not operational. There are some individual people who will respond and help with auxiliary communications, but the administrative group was primarily from the older generation and from the southern counties and for individual reasons do not have time to devote to this group. Mike is going to try to put together a new committee sometime in September with those showing new interest, but he will continue to invite those who have previously participated in Aux Comm, as well.

**MSP/EMHSD** – Lt. Barker reported that a damage assessment training will be held in Moffit Twp. on August 4<sup>th</sup>. There are now a few local MICIMS trainers, including Mark Przybylski.

Lt. Barker plans to hold a DC meeting in September with new FEMA regional staff and Matt Helmkamp will do a presentation on the HSIN connect room.

**Unfinished Business:** N/A

**New Business:**

It was expressed that checks coming into the jurisdictions from both the grant fiduciary and the State are challenging for the finance departments to determine exactly what the funds are for. When in doubt, have them contact Melissa and she may be able to assist, if grant related.

Hazard mitigation plans now are required to include information on how the jurisdiction plans to combat climate change.

**Staff Report:**

Melissa sent out a draft contact list for this board last week. Please review and get back with Melissa on any updates needed. She will send out the finalized list once complete.

**Other/Public Comments/Announcements:**

The next R3HSPB meeting will be September 12<sup>th</sup> and the Citizen Corps Committee will meet at 12:30 P.M. that day. The focus of these meetings will be to develop ideas for the FY 22 required projects.

**Adjournment:**

Meeting adjourned at 3:05 P.M.

Respectfully Submitted,  
Melissa Upper

## Attachment 1

## FY 2022 HSGP - National Priority Projects Funding - Draft

<b>Tentative Total Grant Amount</b>	<b>\$</b>	<b>802,421.00</b>
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**Required Projects (must be at least 30% of total award)**

Required Projects (must be at least 30% of total award)		Original Requests	Solution Area
Intelligence & Information Sharing (4.736%) - 3% min.	\$ 38,000.00	Training w/ MIOC/DHS - MAGLOCLN subscriptions	50/50 - TR/PL
Soft Targets/Crowded Places (7.443%) - 3% min.	\$ 59,726.30	Portable scene lighting & electronic signage	EQ
Combating Domestic Violent Extremism (3.115%) - 3% min.	\$ 25,000.00	Training w/ MIOC/DHS	TR
Community Preparedness & Resilience (3.489%) - 3% min.	\$ 28,000.00	NEW - Could be used for CERT programs	50/50 - TR/PL
Cybersecurity (11.215%) - not required	\$ 90,000.00	Assessments & enhancements	50/50 - PL/EQ
Election Security - not required	\$ -	Emerging Threats - RoIP (no longer supported)	
Total:		\$ 240,726.30	



## Region 3 Homeland Security Planning Board

### Alcona County

Scott Rice  
Jim Smith

### Arenac County

Michael Bowers  
James Mosciski

### Bay County

Ryan Manz  
Kurt Corradi

### Genesee County

Chris Metropoulos

### Gladwin County

Bob North  
Mike Shea

### Huron County

Randy Miller  
Debra McCollum

### Iosco County

Sean Bowers  
Chuck Allen

### Lapeer County

Jeffrey Satkowski  
Denny Fitzpatrick

### Midland County

Jeniffer Boyer  
Cody Dorland

### Ogemaw County

Michael Bowers

### Oscoda County

Michael Bowers  
Kevin Grace

### Saginaw County

Mark Przybylski  
Cari Hillman

### Sanilac County

Todd Hillman

### Tuscola County

Steve Anderson

### Region 3 HPN

Rob Kelly

### Region 3 CCP

Richard Ripke

### District 3 Coordinator

Lt. Charles Barker

Homeland Security Grant Program (HSGP)  
City of Midland, FY 2019-20 Fiduciary  
District Health Dept #2, FY 2021 Fiduciary

Randy Miller, Chair  
Jeniffer Boyer, Vice Chair  
Steven Anderson, Secretary  
Melissa Upper, Planner/Fiduciary Agent

Page 1 of 2

Michigan's Region 3  
Homeland Security Planning Board (R3HSPB)  
4155 Monitor Rd. (Bay-Arenac ISD Career Center)  
Bay City, Michigan 48706

EVENT: R3HSPB

DATE: 8/1/22

NAME

JURISDICTION

1. Randy Miller

Huron

2. Charles Allen

Iosco

3. Jeniffer Boyer

Midland

4. Cam Baker

MSP

5. [Signature]

Sanilac

6. Scott Rice

Alcona

7. Mike Baer

Arenac Ogemaw Oscoda

8. Rob Kelly

Reg 3 HCC

9. [Signature]

R3 IMT / MFD

10. Christopher C Lince

Reg 3 IMT / MFD

11. [Signature]

Tuscola

12. Melissa Clepper

R3

13. Jeffrey Satkowski

Lapeer County

14. Bob North

Gladwin County

15. \_\_\_\_\_



## Region 3 Homeland Security Planning Board

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### Arenac County

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Homeland Security Grant Program (HSGP)  
City of Midland, FY 2019-20 Fiduciary  
District Health Dept #2, FY 2021 Fiduciary

Randy Miller, Chair  
Jenifer Boyer, Vice Chair  
Steven Anderson, Secretary  
Melissa Upper, Planner/Fiduciary Agent

Page 2 of 2

Michigan's Region 3  
Homeland Security Planning Board (R3HSPB)  
4155 Monitor Rd. (Bay-Arenac ISD Career Center)  
Bay City, Michigan 48706

EVENT: R3HSPB

DATE: 8/11/22

NAME

JURISDICTION

1. [Signature]

R3 IMT / MFI

2. Christopher C Lince

R3 IMT / MFD

3. C. Metropoulos

Genesee

4. \_\_\_\_\_

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<p>Michigan State Police</p> <p>Emergency Management and Homeland Security Division</p> 		<p>Grant Agreement</p>									
<p><b>FEDERAL AWARD IDENTIFICATION</b></p>											
<p>SUBRECIPIENT NAME</p> <p>District Health Department #2</p>		<p>GRANT NAME</p> <p>Fiscal Year 2022 Homeland Security Grant Program</p>									
<p>ASSISTANCE LISTINGS NUMBER</p> <p>97.067</p>											
<p>SUBRECIPIENT IRS/VENDOR NUMBER</p> <p>38-1911267</p>		<p>FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)</p> <p>EMW-2022-SS-00031-S01</p>									
<p>FEDERAL AWARD DATE</p> <p>9/2/2022</p>											
<p>SUBRECIPIENT UEI</p> <p>NBUPML1KFH21</p>		<p>SUBAWARD PERFORMANCE PERIOD</p> <p>FROM 09/01/2022 TO 05/31/2025</p>									
<p>RESEARCH &amp; DEVELOPMENT</p> <p>N/A</p>		<table border="1"> <thead> <tr> <th>Funding</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Federal Funds Obligated by this Action</td> <td>\$772,477</td> </tr> <tr> <td>Total Federal Funds Obligated to Subrecipient</td> <td>\$772,477</td> </tr> <tr> <td>Total Amount of Federal Award</td> <td>\$772,477</td> </tr> </tbody> </table>		Funding	Total	Federal Funds Obligated by this Action	\$772,477	Total Federal Funds Obligated to Subrecipient	\$772,477	Total Amount of Federal Award	\$772,477
Funding	Total										
Federal Funds Obligated by this Action	\$772,477										
Total Federal Funds Obligated to Subrecipient	\$772,477										
Total Amount of Federal Award	\$772,477										
<p>INDIRECT COST RATE</p> <p>None on file</p>											
<p>FEDERAL AWARD PROJECT DESCRIPTION</p> <p>Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP)</p>											
<p>DETAILS</p> <p>Funding requirements are found on page 2 (Section III) of the grant agreement.</p>											
<p>FEDERAL AWARDDING AGENCY</p> <p>FEMA-GPD 400 C Street SW 3<sup>rd</sup> floor Washington, DC 20472-3645</p>		<p>PASS-THROUGH ENTITY (RECIPIENT) NAME</p> <p>Michigan State Police, Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909</p>									



# **State of Michigan Fiscal Year 2022 Homeland Security Grant Program Grant Agreement**

**September 1, 2022 to May 31, 2025**

<b>Assistance Listings Number: 97.067 Grant Number: EMW-2022-SS-00031-S01</b>
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This Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

## **DISTRICT HEALTH DEPARTMENT #2** (hereinafter called the Subrecipient)

### **I. Purpose**

The FY 2022 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2022 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2022 HSGP.

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

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

Allowable activities must comply with the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual, both located at <http://www.fema.gov/homeland-security-grant-program>, align with Michigan's FY 2022 SHSP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment (THIRA) and gaps identified in the Stakeholder Preparedness Review (SPR), and align to projects specifically approved by the Recipient.

## II. Statutory Authority

Funding for the FY 2022 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2022* (Pub. L. No. 117-103).

The Subrecipient agrees to comply with all FY 2022 HSGP program requirements in accordance with the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at [https://www.dhs.gov/sites/default/files/202201/fy\\_2022\\_dhs\\_terms\\_and\\_conditions\\_version\\_2\\_dated\\_jan\\_24\\_2022\\_508.pdf](https://www.dhs.gov/sites/default/files/202201/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf), the FY 2022 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2022 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

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

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

## III. Award Amount and Restrictions

- A. The **District Health Department #2**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded **\$772,477** under the FY 2022 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.
- B. The FY 2022 HSGP covers eligible costs from September 1, 2022, to May 31, 2025.
- C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least **\$231,744** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at <http://www.fema.gov/national-planning-frameworks>. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2022 HSGP.
- E. The FY 2022 HSGP includes six national priority areas. A minimum of 30% of the total allocation, or at least **\$231,744**, must be allocated between the six following national priority areas:
  - 1) Enhancing the protection of soft targets/crowded places;
  - 2) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
  - 3) Combating domestic violent extremism;
  - 4) Enhancing community preparedness and resilience;



- 5) Election Security;
- 6) Cybersecurity.

The priority areas of enhancing the protection of soft targets/crowded places, enhancing information and intelligence sharing and cooperation with federal agencies, combating domestic violent extremism, and enhancing community preparedness and resilience, must each be funded at a minimum of \$23,175, or 3% of the award amount. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2022 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual <http://www.fema.gov/homeland-security-grant-program>.

- F. A maximum of **\$386,238** of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- G. A maximum of five percent (5%) of awarded funds, **\$38,623**, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the *FY 2022 Homeland Security Grant Program Notice of Funding Opportunity*, and the *FEMA Preparedness Grants Manual* located at <http://www.fema.gov/homeland-security-grant-program>.
- H. The Subrecipient may only fund projects which directly support one of the FY 2022 HSGP investments. To assist Subrecipients, the Recipient has developed the *FY 2022 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2022 SHSP investment justification.
- I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.
- J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.  
  
**Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.**
- K. A portion of FY 2022 SHSP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- L. In the event that the Department of Homeland Security (DHS) determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.



#### IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. Refer to the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program> for a detailed list of allowable costs and program activities under this grant.
- C. The subrecipient shall not use FY 2022 HSGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification;
  2. Standard Assurances;
  3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
  4. Audit Certification (EMD-053);
  5. Request for Taxpayer Identification Number and Certification (W-9);
  6. Other documents that may be required by federal or state officials.
- E. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2022 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at <http://www.ecfr.gov>.
  2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
  3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2022 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
  4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>. Every calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at [loaders@michigan.gov](mailto:loaders@michigan.gov) or by mail to P.O. Box 30634, Lansing, Michigan 48909. The physical



inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at [www.michigan.gov/emhsd](http://www.michigan.gov/emhsd) or by emailing [EMD\\_HSGP@michigan.gov](mailto:EMD_HSGP@michigan.gov).

5. If the Subrecipient purchases equipment for a local governmental unit with FY 2022 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.
6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.
7. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to [EMD\\_HSGP@michigan.gov](mailto:EMD_HSGP@michigan.gov).
8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
  - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
  - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
  - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
  - d. Non-federal organizations which expend \$750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.
  - e. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.
9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at <http://www.fema.gov/national-incident-management-system>.
10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.
11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's



environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at <https://www.sam.gov>.
13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
14. Maintain a valid Unique Entity Identifier (UEI) through SAM.gov at all times during the performance period of this grant.
15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at [https://www.dhs.gov/sites/default/files/2022-01/fy\\_2022\\_dhs\\_terms\\_and\\_conditions\\_version\\_2\\_dated\\_jan\\_24\\_2022\\_508.pdf](https://www.dhs.gov/sites/default/files/2022-01/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf).

#### **V. Responsibilities of the Recipient**

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

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

#### **VI. Reporting Procedures**

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

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

## **VII. Payment Procedures**

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

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

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

## **VIII. Employment Matters**

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

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



#### **IX. Limitation of Liability**

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

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

#### **X. Third Parties**

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

#### **XI. Grant Agreement Period**

This grant agreement is in full force and effect from September 1, 2022, to May 31, 2025. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

#### **XII. Entire Grant Agreement**

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

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

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

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

### **XIII. Business Integrity Clause**

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

### **XIV. Freedom of Information Act (FOIA)**

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

**XV. Official Certification**

**For the Subrecipient**

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

District Health Department No 2  
Subrecipient Name

NBU?ML2KFH22  
Subrecipient's UEI

Denise M. Bryan, MPA  
Printed Name

Health Officer  
Title

Denise M. Bryan  
Signature

11-17-2022  
Date

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

Capt. Kevin Sweeney  
Printed Name

Commander, Emergency  
Management and Homeland Security Division  
Title

[Signature]  
Signature

September 26, 2022  
Date

**For the Regional Board**

The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 3 Homeland Security Planning Board has chosen the District Health Department #2 to act as the Fiduciary Agent on behalf of the regional board for the FY 2022 HSGP.

Randy Miller  
Printed Name

Regional Board Chair  
Title

[Signature]  
Signature

11-22-22  
Date



## **Agreement Articles Applicable to Subrecipients Fiscal Year 2022 Homeland Security Grant Program**

### **Article I - DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2022 U.S. Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

### **Article II - General Acknowledgment and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Subrecipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Subrecipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Subrecipients must submit timely, complete, and accurate reports to the recipient and maintain appropriate backup documentation to support the reports.

IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

### **Article III - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

### **Article IV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **Article V - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and



(3) All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) Applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "[Buy America](#)" Preference in FEMA Financial Assistance Programs for Infrastructure | [FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

#### **Article VI - Environmental Planning and Historic Preservation (EHP) Review**

The DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

The DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, subrecipient will monitor ground disturbance, and if any potential archeological resources are discovered the subrecipient will immediately cease work in that area and notify the recipient, if applicable, and DHS/FEMA.

#### **Article VII - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article VIII - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

#### **Article IX - Activities Conducted Abroad**

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

#### **Article X - Reporting of Matters Related to Subrecipient Integrity and Performance**

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

#### **Article XI - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:

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

#### **Article XII - Federal Leadership on Reducing Text Messaging while Driving**

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

#### **Article XIII - Debarment and Suspension**

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

#### **Article XIV - Fly America Act of 1974**

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

#### **Article XV - Americans with Disabilities Act of 1990**

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

#### **Article XVI - Duplication of Benefits**

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

#### **Article XVII - Copyright**

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

#### **Article XVIII - Civil Rights Act of 1968**



Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XIX - Best Practices for Collection and Use of Personally Identifiable Information**

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

#### **Article XX - Civil Rights Act of 1964, Title VI**

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

#### **Article XXI - Hotel and Motel Fire Safety Act of 1990**

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

#### **Article XXII - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

#### **Article XXIII - Patents and Intellectual Property Rights**

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

#### **Article XXIV - Procurement of Recovered Materials**

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

#### **Article XXV - Terrorist Financing**

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

#### **Article XXVI - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs,

functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

#### **Article XXVII - Acknowledgement of Federal Funding from DHS**

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

#### **Article XXVIII - Acceptance of Post Award Changes**

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

#### **Article XXIX - Rehabilitation Act of 1973**

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

#### **Article XXX - False Claims Act and Program Fraud Civil Remedies**

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

#### **Article XXXI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

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

#### **Article XXXII - Lobbying Prohibitions**

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

#### **Article XXXIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XXXIV - Age Discrimination Act of 1975**

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

#### **Article XXXV - National Environmental Policy Act**

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national

policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXXVI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

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

#### **Article XXXVII - USA PATRIOT Act of 2001**

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

#### **Article XXXVIII - Non-Supplanting Requirement**

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

#### **Article XXXIX - Drug-Free Workplace Regulations**

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

#### **Article XL - Universal Identifier and System of Award Management**

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

#### **Article XLI - Energy Policy and Conservation Act**

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

#### **Article XLII - Whistleblower Protection Act**

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

#### **Article XLIII - Federal Debt Status**

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

#### **Article XLIV - Use of DHS Seal, Logo and Flags**

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

#### **Article XLV - Notice of Funding Opportunity Requirements**

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

#### **Article XLVI - SAFECOM**

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





## Region 3 FY 2022 Homeland Security Grant Program

### Equipment Ownership Agreement

**Federal Award #97.067 Grant #EMW-2022-SS-00031-S01**

The following equipment was purchased by \_\_\_\_\_ (JURISDICTION) and reimbursed with FY 2022 Homeland Security Grant Program (HSGP) funds.

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

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

**JURISDICTION** understands that this equipment has been funded with 2022 HSGP funds and agrees to the following:

- 1) Equipment will be used in accordance with 2022 HSGP Notice of Funding Opportunity guidance.
- 2) **JURISDICTION** is responsible for any costs, fines, or fees associated with misuse or ineligible use of equipment.
- 3) Equipment must be kept to current national standards for readiness. Costs for insurance, title, license, maintenance, repairs, and other costs of use will be the responsibility of **JURISDICTION**.
- 4) Equipment will be prominently marked as "Purchased with HSGP funds."
- 5) **JURISDICTION** must complete disposition paperwork with EMHSD before any HSGP-funded equipment can be sold, transferred, or otherwise disposed of. All equipment documentation must be maintained for at least 3 years following the date of disposition.
- 6) Any equipment intended to be transferred out of Region 3 must first have the approval of the R3HSPB.
- 7) The cost of the equipment will be listed on **JURISDICTION'S** Schedule of Expenditures of Federal Awards (SEFA).
- 8) Equipment will be made available upon request to State and Federal auditors.
- 9) It is understood that the equipment is a regional asset and must be made available to other Region 3 agencies if requested and available. Only trained operators will use this piece of equipment.
- 10) **JURISDICTION** is bound to all terms and conditions specified in the 2022 HSGP Subrecipient Agreement.

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

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

\_\_\_\_\_  
*Jurisdiction*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Printed Name of Jurisdictional Representative*

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

\_\_\_\_\_  
*Signature, Jurisdictional Representative*

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

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

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

## Region 3 FY 2022 Homeland Security Grant Program Transfer of Ownership Agreement

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

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

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

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This Transfer of Ownership Agreement (TOA) is executed by

\_\_\_\_\_ (**JURISDICTION**) on \_\_\_\_\_ (Date)

Make/Model of Equipment: \_\_\_\_\_

Serial Number(s): \_\_\_\_\_

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Jurisdiction Receiving Equipment: \_\_\_\_\_

Printed Name of Individual Receiving Equipment: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

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

---

Signature of individual receiving equipment

---

Date



**REQUEST FOR ACTION****DATE:** July 25, 2023  x   REQUEST FOR ACTION       FOR YOUR INFORMATION       REQUEST FOR INFORMATION**TO:** Commissioners**FROM:** Moses Sanzo, County Controller/Administrator

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:** The County recently issued an RFP for the Re-Cabling and New Camera Technology Project at the Jail. This not only requires an improved technology cabling for the building, similar to what was completed at the Complex, but also to replace the antiquated camera and video equipment. Mike Bartley, our contracted technical support, lead the project to establish the specifications and issued the RFP a few months ago. He, along with the County Administrative and Sheriff's Department staff, met with the potential vendors and are making a recommendation based on the qualified bids and subsequent meetings, as this is a very complicated technical project involving various components to be sure they would be compatible.

**ADDITIONAL INFORMATION:**

**CONTACT PERSON(S):** Moses Sanzo, Controller; Jackie Arnold, CFO; Mike Bartley, ASI; Undersheriff Mike Odette and Steve Beebe, Jail Administrator.

**BACKGROUND INFORMATION:**

**SUPPORTING DOCUMENTS:** RFP & Supplemental Documentation

**DRAFT MOTION(S):**

**Motion by \_\_\_\_\_, supported by \_\_\_\_\_, pursuant to the RFP process and subsequent review and interviews with the potential vendors of the submitted bids, to accept and award the Camera & Cabling Services Project as follows,**

<b>C&amp;R electric:</b>	<b>Not to exceed \$ 260,000</b>
<b>IT upgrades:</b>	<b>Not to exceed \$ 30,000</b>
<b>Cornerstone:</b>	<b>Not to exceed \$ 50,000</b>

**for a total not to exceed \$416,000.00 (\$340,000 plus a 20% contingency of \$76,000), to be paid from the ARPA Fund 281 (expense category 6.1).**

ATTACHMENTS      YES   x        NO

<b>PROJECT NAME</b>	Structured Cabling & Video Surveillance Camera
<b>LOCATION</b>	Lapeer County Sheriff Department
<b>BID DATE</b>	5/31/2023
<b>RFP NO.</b>	2023-0-14

REF NO.	LAP NO.	ITEM DESCRIPTION	BID Cable & Camera	BID Old Cable Removal	TOTAL BID
1	1.001	Security Design, Farmington Hills MI	\$ 195,056.00	N/A	\$ 195,056.00
2	1.002	Professional Cabling Solutions, Troy MI	\$ 258,828.33	N/A	\$ 258,828.33
3	1.003	Vector, Freeland MI	\$ 264,300.00	\$ 5,200.00	\$ 269,500.00
4	1.004	Superior Electric, Troy MI	\$ 585,555.00	N/A	\$ 585,555.00
5	1.005	Electronic Safety Inc. St. Clair Shores MI	\$ 216,077.25	N/A	\$ 216,077.25
6	1.006	I2G Systems, Plymouth MI	\$ 254,883.20	\$ 6,650.00	\$ 261,533.20
7	1.007	<u>C&amp;R Electric, Troy MI</u>	\$ 253,275.00	Yes	\$ 253,275.00
8	1.008	Convergint, Grand Rapids MI	\$ 248,178.60	\$ 9,175.00	\$ 257,353.60
9	1.009	Thumb Communication Services, Lapeer MI	\$ 330,512.85	\$ 5,200.00	\$ 330,512.85
10	1.010	Teoma Systems, Troy MI (Structured Cable Only)	\$ 83,827.28	Yes	\$ 83,827.28



May 31, 2023

Lapeer County Jail  
Attn: Lt. Steve Beebe  
3231 John Conley Dr.  
Lapeer, Mi 48446

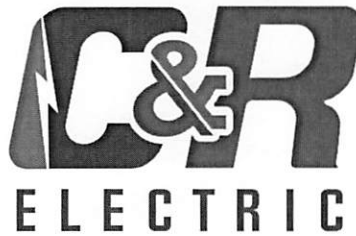
Project:  
Network Cabling Project and Video Surveillance  
Camera, RFP# 2023-0-14

### Proposal

**C & R Electric, L.L.C. is pleased to submit a proposal for the above referenced project wired to meet the National Electrical Code requirements with specifications up to but not to exceed the following:**

**Structured Cable Base Bid:**

- Demo & disposal of existing network cabling
- Demo & disposal of existing camera system.
- Furnish & Install 207, CAT6A (Hubbell C6ASPSB) network drops. Terminated and tested. Structured cabling and connectors (Hubbell Keystone HJU6ABK & HJU6AP)
- Furnish & Install 53 Indoor cameras (Vicon Security V2105D). Licensed, Terminated, and tested.
- Furnish & Install 14 Outdoor cameras (Vicon Security V2105D). Licensed, Terminated, and tested.
- Furnish & Install 13 Multi-Sensor 360 cameras (Vicon Security V2020). Licensed, Terminated, and tested.
- Furnish & Install 12 Corner cameras (Vicon Security V-CELL-HD-C). Terminated and tested.
- Furnish & Install 1 Multi-Sensor 360 camera (Vicon Security V2020). Terminated & tested.
- Furnish, Install, and Configure NVR (Network Video Recorder) specific to the **Interview-Admin Area.**
- Furnish, Install, and Configure NVR (Network Video Recorder) per specification of Video Surveillance overall system.
- Provide Vicon Security camera system training with Lapeer County Jail Staff.
- Provide Hubbell Certification in regard to the 25-year warranty on the certified connection.
- Material, Labor, and Permit included.



#### **Installation Warranty Information:**

C & R Electric, LLC will replace or repair any defect in any material or workmanship installed by us in reference to the Network Cabling Project and Video Surveillance for Lapeer County Jail.

The warranty is valid for one year from the date of substantial completion. The substantial completion date will be determined during the initial kick-off meeting of the project.

#### **Hubbell Premise Warranty:**

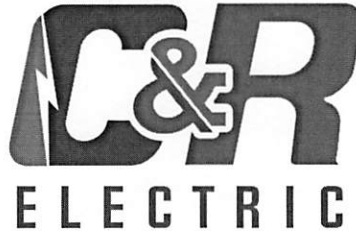
Mission Critical Warranty: The Hubbell MISSION CRITICAL® program gives you an assurance of system success with a 25-year guarantee on the components, performance, and installation integrity of your structured cabling system. Link provided of sample document that will be used as a template for this project.

[https://hubbellcdn.com/ohwassets/HCI/Premise/mission\\_critical\\_forms/WarrantySample.pdf](https://hubbellcdn.com/ohwassets/HCI/Premise/mission_critical_forms/WarrantySample.pdf)

#### **Vicon Security Warranty:**

Vicon Industries Inc. (the "Company") warrants your equipment to be free from defects in material and workmanship under Normal Use from the date of original purchase for a period of **three years**, with the following exceptions: For more information on product warranty please visit: <https://www.vicon-security.com/learn-and-support/vicon-product-warranty/us-product-warranty/>

Vicon Industries Inc. (the "Company") warrants the Valerus server for **five years**. Vicon IP cameras provides a five-year warranty from the original date of purchase. <https://www.vicon-security.com/learn-and-support/vicon-product-warranty/us-product-warranty/>



I, Tim Griffith Technical Sales Specialist for C&R Electric, LLC, is authorized to provide this bid proposal, and may bind the company under contract if selected per the Vice President Kyle Sponseller.

**Base Bid:**

**Two-Hundred Fifty-Three Thousand Two Hundred & Seventy-Five Dollars = \$253,275.00**

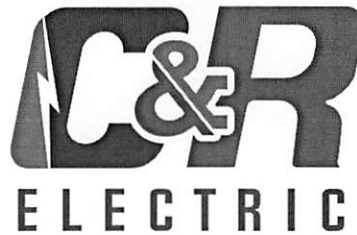
**Base Bid Breakdown:**

- Structured Cabling: CAT6 Network Drop = \$325.00 per network drop
- Video Surveillance: Basic 5 Megapixel Dome Camera & Installation = \$2,000.00 per camera

Thank you,

A handwritten signature in black ink, appearing to read 'Tim Griffith', is written over a horizontal line.

Tim Griffith  
Technical Sales Specialist



## **Corporate Information**

### **1. Company Overview:**

C & R Electric LLC is a reputable electrical contracting company that has been providing top-notch services to customers since 2005. Our company's mission is to offer superior electrical solutions to our clients while maintaining the highest levels of professionalism, integrity, and quality workmanship.

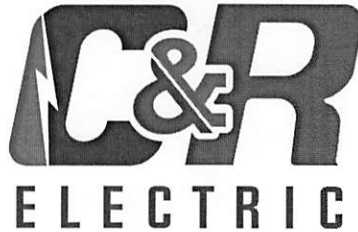
Our team of skilled electricians are passionate about delivering reliable and efficient services to all our clients. We offer a diverse range of electrical services, including residential, commercial, institutional, government, industrial, agricultural, and renewable energy solutions. In addition, **our team includes technology experts who specialize in structural cabling, security, audio-visual, fire alarm, servers, and network electronics.** We also have an experienced professional engineering staff that can provide comprehensive sealed MEP engineering drawings, as well as advanced services such as VDC, BIM, 3D scanning, and prefabrication. We take pride in staying current with the latest industry trends and technologies to ensure that we deliver a cost-effective innovative solution to meet our client's needs.

### **2. Company Profile:**

- C&R Electric, LLC has continued to grow since 2005.
- Our office is located in Shepherd, Michigan.
- We will be managing this project from our office in Shepherd.
- C&R Electric, LLC currently has 82 employees.
- Our technology team is made up of the following qualifications:  
Professional Engineer (P.E.), Computer/Systems Engineer, 2 - Senior Technicians, 6 - Technicians, Project Manager, and Project Coordinator.

### **3. Qualifications:**

- a) C&R Electric, LLC system of quality control is based on several factors. First and foremost is adhering to the NECA (National Electrical Contractors Association) standards and workmanship. Every project that we are awarded has a Project Manager, Foreman, Project Coordinator, and



Technician(technicians). During the project we utilize various documentation/tools to ensure that the project is efficient and on time.

b) **References:**

**Breckenridge Community Schools – Security Cameras**

Designed and installed a corporation wide security camera system. Cameras installed to monitor Breckenridge Elementary School (interior and exterior), Breckenridge Middle School / High School (interior and exterior), and Football Stadium (exterior).

Project Cost:                   \$ 130,000.00

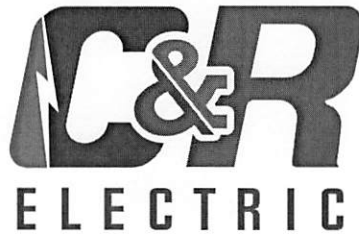
Breckenridge Community Schools  
700 Wright St.  
Breckenridge, MI 48615  
Phone 989-842-3182  
Superintendent: Wade Slavik

**Fulton Schools**

Design and installation of technology packages including AV, Paging, Wireless, and Cameras. We were brought into the project after a complicated relationship with a technology consultant did not work out. We were given a list of already purchased materials and requested to design and implement a cost effect solution to fit in with their budget.

Project Cost:                   \$ 100,000.00

Fulton Schools  
8060 Ely Hwy.  
Middleton, MI 48856  
Phone: 989-236-7300  
Superintendent: Tom Torok



#### 4. Scope of Services and Proposed Project Schedule:

##### Work Plan:

Scope of work for the Network Cabling Project and Video Surveillance Camera System. deliverables provided to Lapeer County Jail. We will follow the process below to provide the deliverables on the scope.

##### Intro

Meet with the Lapeer County Jail administration team to understand the detailed requirements of project and schedule. Provide contact information of the team that will be assigned to the project. Information and take-aways will focus on prioritization of various areas in the county jail building. Also establish a timeline and completion date.

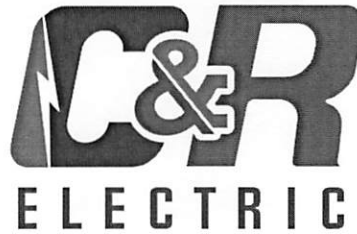
##### Network Cabling:

- We will provide approximately 207 network drops to various locations throughout the jail.
- We will verify all locations provided on the drawings. Also, we will meet with the administration to coordinate the various areas of installation and provide an agreed upon schedule.
- Terminate, test, and certify all connections. We will provide a final report in our closing documents of each connection test and

##### Video Surveillance

- We will provide 92 licensed cameras (No re-occurring licensing required). placed, programmed, and labelled. (Naming convention to be discussed with administration. Cameras are as follows:
  - Furnish & Install 53 Vicon V2105D inside the building.
  - Furnish & Install 12 Vicon V2105D outside of the building.
  - Furnish & Install 1 Vicon V2020 Multi-Sensor at Outside Northwest Corner. (*This will take the place of two cameras at that corner of the building*).
  - Furnish & Install 13 Vicon V2020 Multi-Sensor Cameras for zoom and panoramic views if needed.
  - Furnish & Install 12 Vicon V-CELL-HD-C holding/confinement cells.
  - *Furnish & Install 1 Vicon V2020 Multi-sensor Camera for the Interview Admin Area.*
- Furnish, Install & Configure Vicon Valerus NVR (Network Video Recorder) per specifications spelled out in the RFP. This NVR will be provided for all cameras except the Interview Admin Area.





- Furnish, Install, & Configure a separate Vicon Valerus NVR (Network Video Recorder for the Interview Admin Area – Programmed to the specifications with 60-90 days of storage if needed.
- ***NO SUBCONTRACTORS WILL BE UTILIZED ON THIS PROJECT***

**Insurance Requirements:**

Insurance and all pertinent documents will be provided prior to the commencement of project start date to the Lapeer County Sheriff's Office.

**Lapeer County Jail Handoff:**

Project hand-off is very important in the entire process of creating a functional solution. This process will involve providing equipment documentation, solution documentation, training documentation and training. A secondary training may be needed to ensure that all administrative staff and IT. C&R Electric and Vicon Factory Representative will schedule this training immediately after installation of the Network Cabling and Video Surveillance projects are complete.

**Hubbell Premise Wiring**  
**Mission Critical Warranty and System Performance Warranty Program**  
**Customer Agreement**

This Agreement is effective beginning on Month Day and Year by and between Hubbell Premise Wiring, ("HPW") a division of Hubbell Incorporated (Delaware), incorporated under the laws of the State of Delaware, with offices at 40 Waterview Drive, Shelton, Connecticut, 06484, with offices at (Certified Installer). with offices at and (End User).

**Recitals**

- A. HPW is engaged in the design, manufacture and sale of UTP, STP and Optical Fiber Connecting Hardware for use in structured cabling systems ("Structured Cabling Systems") consisting of items identified in HPW's current catalog and brochures.
- B. HPW has initiated a Certified Installer Program to select and designate cabling system installation companies that design and install Structured Cabling Systems and meet and maintain compliance with the requirements of HPW's Certified Installer Agreement.
- C. HPW and Wire and Cable Partner intend to offer, subject to the terms and conditions of this Agreement, a twenty-five (25) year warranty solely to the end-user of the Structured Cabling System in accordance with the terms and conditions of the "Hubbell Premise Wiring Channel Warranty and System Performance Warranty Program" certificate attached hereto as Exhibit "A" and made a part hereof (the "Warranty Certificate"). Subject to its terms and conditions, such Warranty Certificate provides that HPW and Wire and Cable Partner warrant solely to Customer that the structured cabling system links/channels consisting of HPW's new connecting hardware products and Wire and Cable Partner's new cable products installed as part of an HPW structured cabling system (1) are free from defects in materials and workmanship (2) will meet the applicable ANSI/TIA/EIA and ISO/IEC link\*/channel transmission requirements in effect at the time of the installation and (3) will support any current or future application ratified by IEEE, ANSI, or ISO, designed to operate over the applicable ANSI/TIA/EIA-568-C, ISO/IEC 11801, Category 5 (Class D) link/channel, or link/channel compliant to the Category 5e, Category 6 (Class E), Category 6A (Class E<sub>A</sub>) and/or optical fiber draft or standard in effect at the time of the installation.

\*Channel Warranty – Hubbell Premise Wiring will provide system performance warranty provided the customer purchases and installs Hubbell Premise Wiring patch cords. If patch cords from any manufacturer other than Hubbell Premise Wiring are installed, the application assurance warranty is void.

- D. The warranty referred to in Recital "C" above is backed by an extended twenty-five (25) year warranty from HPW's Certified Installers in accordance with HPW's Certified Installer Agreement. Subject to its terms and conditions, such Certified Installer Agreement provides that the Certified Installer warrants that it has properly designed, installed, documented and tested systems in accordance with ANSI/TIA/EIA-568-C, '569-B, TSB-67, TSB-95, TSB-155, the applicable Category 5, 5e, 6, 6A and optical fiber drafts or standards in effect at the time of installation, ISO/IEC 11801 Class C, Class D, Class E, Class E<sub>A</sub> or EN 50173 specifications, HPW specified requirements of ANSI/TIA/EIA 606-B, approved Optical Fiber, Category 5, 5e, 6, 6A Wire and Cable Partner's guidelines and HPW's Training Manual.
- E. HPW will be provided with certain warranties (twenty-five years) for category 3, 5, 5e, 6, 6A and/or Optical Fiber of at least the same duration as HPW's extended warranties as outlined above from HPW's approved Wire and Cable Partner for cable utilized in Structured Cabling Systems in accordance with all applicable standards, such as ANSI/TIA/EIA-568-C, ISO/IEC 11801, or EN 50173, or category 3, 5, 5e, 6, 6A and/or optical fiber draft or standard in effect at the time of installation, in accordance with the terms and conditions set forth herein.
- F. Wire and Cable Partner is a manufacturer of UTP, STP and/or Optical Fiber Cable that desires to be designated an approved HPW Wire and Cable Partner and participate in our Mission Critical Warranty and System Performance Warranty Program.

In consideration of the mutual promises and undertakings stated herein, HPW and approved Wire and Cable Partner, and Customer agree, each with the other as follows:

## **1.0 Certification Conditions**

- 1.1 The Structure Cabling System has been designed and installed by a HPW Certified Installer and each link or channel has received a "PASS" indication when tested to the appropriate category requirements using a Level II, Level IIE, Level III, Level IIIE compliant hand-held tester.
- 1.2 The Customer/End-user shall purchase new approved HPW and Wire and Cable Partner products. All such products shall be purchased through Authorized Distributors of HPW and approved Wire and Cable Partner(s).
- 1.3 The Structured Cabling System will be designed, installed and tested in accordance with the current ANSI/TIA/EIA Standards documents: '568-C, '569-B, '606-B and TSB-67, TSB-95, TSB-155 HPW Training Manuals, Wire and Cable Partner's recommended guidelines, new HPW products, and new wire and cable products.
- 1.4 The Channel/Link warranty (Reference Exhibit 'A') covers the Structured Cabling System including work area outlets, horizontal cable, the connecting hardware in the horizontal cross-connect, the equipment cord at the work area, and the patch cord in the horizontal cross-connect as outlined in Exhibit A. It specifically excludes any active network equipment, public network interfaces, terminal equipment and installation labor.
- 1.5 Only those category 5e, category 6, category 6A links/channels that receive a PASS indication from a Level IIE, Level III or level IIIE tester that is tested for all parameters required by ANSI/TIA/EIA-568-C shall be included in the warranty. All copper channels receiving a FAIL indication shall be excluded from the warranty coverage. Only those optical fiber channels whose optical attenuation data is shown to be under the maximum allowed limit for a channel of that length will be covered by the warranty.
- 1.6 Both the Mission Critical Warranty and system performance warranty are non-transferable and apply only to the original Customer.
- 1.7 The Structured Cabling System must be registered through HPW's Mission Critical Warranty and System Performance Warranty Registration Process.
- 1.8 The Structured Cabling System must be maintained in accordance with ANSI/TIA/EIA '568-C, TSB-95, TSB-155, '569-B, and '606-B and ISO/IEC 11801 Standards guidelines. The Mission Critical Warranty and system performance warranty is void without such maintenance.
- 1.9 Moves, adds and changes to the Structured Cabling System after the original, approved installation has been completed must be registered with HPW and are subject to the terms and conditions of this Agreement. All such moves, adds and changes will be documented with HPW's Certified Installer and must be completed by a HPW Certified Installer. Unregistered moves, adds, and changes ("MAC's") or other alterations to the Structured Cabling System shall void the warranty for that portion of the Structured Cabling System that was altered and any other portion indirectly impacted by such MAC's.
- 1.10 Modification to HPW products and Wire and Cable Partner's products will void the warranty.

- 1.11 HPW reserves the right to deny system certification for Structured Cabling Systems not properly designed and installed to the requirements of this Agreement.
- 1.12 The Mission Critical Warranty and System Performance Warranty shall not apply to any HPW Structured Cabling System that has been damaged by, or fails due to accident, neglect, misuse, abuse, modification, causes other than ordinary use, or any other cause beyond HPW's control.
- 1.13 In the event that issues, disputes, claims and/or problems cannot be resolved with the selected HPW Certified Installer, the Customer may select, with HPW's prior, written concurrence, another HPW Certified Installer and maintain the warranty.

## **2.0 Warranty**

- 2.1 HPW will issue a warranty as set forth in "Exhibit A" for installations meeting the criteria outlined in sections 3.1 and 3.2.

## **3.0 Certification/Registration Process**

- 3.1 A HPW Certified Installer will submit on behalf of the Customer (by completing a "Structured Cabling System Registration Request Form") installations that comply with the appropriate standards as outlined in the recital section of this Agreement, and HPW's Training Manual, and which utilize new HPW products and new, approved Wire and Cable Partner's products.
- 3.2 In addition to the Structured Cabling System Registration Request Form, the Certified Installer shall also submit a Horizontal Schematic, Backbone Schematic, appropriate horizontal and backbone copper cable test records with a "PASS" indication for the appropriate category obtained by utilizing a certified Level II, IIe, III and IIIe test unit on all installed links or channels, on a CD, and appropriate horizontal and backbone optical fiber cable test records. HPW and Wire and Cable Partner reserve the right to inspect the Structured Cabling System prior to issuing any warranty.
- 3.3 After review of Structured Cabling System design and test results that are in compliance with all referenced requirements, HPW will strive to issue Mission Critical Warranty and System Performance Warranty documents within 60 days after complete installation documentation is received from the Certified Installer.

## **4.0 Claim Procedure**

- 4.1 Claims from Customer shall be forwarded in writing to Certified Installer immediately after discovery of failure, detailing the extent of problem. The customer must rule out any active device failures (NIC's, switches, etc.) or any other device outside the scope of the Link/Channel prior to submitting claims. Certified Installer will notify HPW and Wire and Cable Partner of all Warranty claims by faxing to HPW and Wire and Cable Partner a copy of the "Structured Cabling System Claim Form". Certified Installer shall investigate and diagnose the claim and advise HPW and Wire and Cable Partner in writing of specific test procedures, results, and conclusions, along with recommendations to resolve the problem(s).
- 4.2 Should the Certified Installer determine that a claim is not covered by a HPW warranty, or is outside of the specified warranty time frame (25 year) as outlined in the recital section, the Certified Installer will notify HPW and Customer and reserves the right to bill the Customer for all costs to investigate the claim.

- 4.3 HPW and Wire and Cable Partner will work with the Certified Installer to resolve valid warranty claims. HPW and Wire and Cable Partner reserve the right to perform an onsite installation inspection to verify the cause of the defect. The inspection right, if exercised, will be completed within a reasonable time after notification of a claim.
- 4.4 In the event a claim is within the scope and coverage of the issued Warranty Certificate and has been caused by defective or non-performing HPW product(s), then subject to Section 4.9 below, HPW will reimburse the Certified Installer for reasonable costs associated with claim resolution based on prevailing industry rates to repair or replace the defective or non-performing HPW product(s). All claim related repair labor must be approved in advance in writing by HPW and Certified Installer will provide HPW with a firm price for such work. HPW reserves the right to have warranty repair labor quoted by and awarded to other qualified installers. HPW agrees to work directly with the Certified Installer or other qualified installer to resolve any such claims and agrees to cooperate with such installer to resolve the claim within a reasonable time frame to the extent possible.
- 4.5 In the event a claim is within the scope and coverage of the issued Warranty Certificate and has been caused by defective or non-performing Wire and Cable Partner product(s), then subject to Section 4.9 below, Wire and Cable Partner will reimburse the Certified Installer for reasonable costs associated with claim resolution based on prevailing industry rates to repair or replace the defective or non-performing Wire and Cable Partner product(s). All claim-related repair labor must be approved in advance in writing by Wire and Cable Partner and the Certified Installer will provide the Wire and Cable Partner with a firm price for such work. If the Certified Installer that originally installed the Structured Cabling System is uncooperative or its rates are uneconomic in Wire and Cable Partner's good faith judgment, Wire and Cable Partner reserves the right to have warranty repair labor quoted by and awarded to other qualified Hubbell Premise Wiring Certified Installer. Wire and Cable Partner agrees to work directly with the Certified Installer or other qualified installer to resolve any such claims and agrees to cooperate with such installer to resolve the claim within a reasonable time frame to the extent possible.
- 4.6 In the event a claim is covered by a HPW warranty and it is determined to have been caused by, or was the result of, actions of the Certified Installer then the Certified Installer shall repair the Structured Cabling System and/or product or replace the product at the Certified Installer's sole cost and expense.
- 4.7 In the event Certified Installer and Customer disagree with respect to whether the claim is within the scope of this Agreement, HPW and the approved Wire and Cable Partner reserve the right to investigate, determine and resolve the situation within the terms and conditions of this Agreement.
- 4.8 If it is determined that the Structured Cabling System cannot be repaired to operate as originally intended, the party responsible for the non-performance or defect will at its own cost and expense reimburse the Customer through refund or credit for a prorated portion of the price paid by the Customer for the responsible party's products in the Structured Cabling System calculated for the balance of the warranty from the date of failure.
- 4.9 In the event that the parties cannot agree with respect to the cause of the defect and/or which party is responsible for corrective action, the parties agree to submit the issue to an individual expert mutually appointed by them. The expert will be an RCDD certified Consultant and/or Installer or has similar credentials. The expert will render a decision that all three parties (Certified Installer, HPW, Wire and Cable Partner) shall accept as final and binding. The party determined to be have been at fault shall bear all costs for the expert determination and repair costs.
- 4.10 The Certified Installer shall be solely responsible for all costs associated with repairs or replacements for warranty claims that are determined by HPW and/or the Wire and Cable Partner to have been the result of a non-standards compliant design or incorrect installation practice.

## 5.0 **Force Majeure**

- 5.1 HPW, approved Wire and Cable Partners, and Certified Installer shall not be held accountable for delays or failure to perform any obligation of this entire Agreement resulting from an unforeseen development, Act of God, or any other cause beyond its control.

#### **6.0 Assignment**

- 6.1 The Mission Critical Warranty and System Performance Warranty Program is non-transferable and applies solely to the original Customer and original installation.

#### **7.0 Waiver**

- 7.1 The failure by either party to enforce any provision of this Agreement shall not be construed to be a waiver of any future breach or any other provision herein.

#### **8.0 Interpretation**


- 8.1 This Agreement constitutes the entire agreement between the parties and it is understood and agreed this Agreement supersedes all prior arrangements or understandings, whether oral or written between HPW and Customer. There are no other terms and conditions or obligations, oral or expressed, other than those contained herein. This Agreement may not be changed, modified or altered unless in writing signed by all parties.
- 8.2 The parties agree that acceptance or acknowledgment of any act or performance not consistent with the terms of this Agreement shall not affect the remaining terms or be perceived as an approval of such acts.

#### **9.0 Choice of Law**

- 9.1 This Agreement shall be governed by and interpreted according to the laws of the State of Connecticut. Any disputes hereunder or relating hereto are subject to the jurisdiction of the courts of the State of Connecticut. In the case of a claim or controversy resulting from this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs associated with litigation.

**Hubbell Premise Wiring**

Hubbell Premise Wiring  
40 Waterview Drive  
Shelton, Connecticut 06484

Signature   
Name: Michael R. O'Connor RCDD/NTS  
Title: Senior Director Datacom Marketing  
Dated:  
Phone: 475-882-4930  
Fax: 203-882-4849

**Certified Installer**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Approved Wire and Cable Partner**

Signature: No signature required  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Signature: No signature required

**Customer**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**EXHIBIT A****HUBBELL PREMISE WIRING****LINK/CHANNEL\* WARRANTY AND SYSTEM PERFORMANCE WARRANTY PROGRAM**

Hubbell Premise Wiring ("HPW"), a division of Hubbell Incorporated (Delaware), and its Wire and Cable Partner warrant solely consisting of HPW's new connecting hardware products and Wire and Cable Partner's new cable products installed as part of an HPW structured cabling system at such site ("Structured Cabling System") (1) are free from defects in materials and workmanship (2) will meet the applicable ANSI/TIA/EIA and ISO/IEC link/channel transmission requirements in effect at the time of the installation and (3) will support any current or future application ratified by IEEE, ANSI, or ISO, designed to operate over the applicable ANSI/TIA/EIA-568-C, ISO/IEC 11801, Category 3 (Class C), Category 5 (Class D) link/channel, or link/channel compliant to the Category 5e, Category 6 (Class E), Category 6A (Class E<sub>A</sub>) and/or optical fiber draft or standard in effect at the time of the installation. The duration of this warranty is for a period of twenty-five (25) years from date of the registered installation, and no claim may be made under this warranty after the expiration of such period. The Hubbell Premise Wiring Mission Critical Warranty and System Performance Warranty Program Customer Agreement ("Customer Agreement") signed in connection with this warranty will note whether this warranty is a link or a channel warranty, and whether Category 3, Category 5, Category 5e, Category 6 or Category 6A is applicable.

For this warranty to be valid, the Structured Cabling System must be installed by a HPW Certified Installer and designed, installed, documented, registered and tested in accordance with ANSI/TIA/EIA-568-C, '569-B, and '606-B, ISO/IEC 11801 standards documents, Wire and Cable Partner's recommended guidelines, and HPW's training manual. This warranty covers the Structured Cabling System including work area outlets, horizontal cable, the connecting hardware in the horizontal cross-connect, the equipment cord at the work area, and the patch cord in the horizontal cross-connect. It specifically excludes any active network equipment, public network interfaces, terminal equipment and installation labor. Neither HPW nor Wire and Cable Partner will be responsible for defects or non-compliance resulting from non-compliant or improper system construction or installation. For this warranty to be valid, all other terms and conditions of HPW's Certification program requirements, including without limitation those set out in the Customer Agreement, must be met.

Customer must send written notice of any claim under this warranty to the Certified Installer immediately after discovery of failure, detailing the extent of the problem. In the event of a claim that is determined by HPW and Wire and Cable Partner to be within the scope and coverage of this warranty and to have been caused by non-conforming HPW products, HPW's sole responsibility under this warranty (and Customer's sole and exclusive remedy) shall be to repair or replace the non-conforming part or component, the choice of which shall be at HPW's sole option, or a refund or credit may be made as provided in the paragraph below. In the event of a claim that is determined by HPW and Wire and Cable Partner to be within the scope and coverage of this warranty and to have been caused by non-conforming Wire and Cable Partner products, Wire and Cable Partner's sole responsibility under this warranty (and Customer's sole and exclusive remedy) shall be to repair or replace the non-conforming part or component, the choice of which shall be at Wire and Cable Partner's sole option, or a refund or credit may be made as provided in the paragraph below. This warranty covers the reasonable cost of labor to remedy a warranty claim if the installer and the amount to be incurred are pre-approved by HPW and Wire and Cable Partner in advance, but does not cover the cost of any products or associated labor not sold or provided by HPW or Wire and Cable Partner. Any such repair or replacement will be warranted for either (a) ninety days, or (b) the remainder of the original 25-year warranty period, whichever is longer. HPW will not in any way be responsible for any of Wire and Cable Partner's products, and Wire and Cable Partner will not in any way be responsible for any or HPW's products.

In those situations where the Structured Cabling System cannot be repaired to operate as originally intended in HPW's and Wire and Cable Partner's judgment, HPW or Wire and Cable Partner, as the case may be, will refund or credit the customer for a prorated portion of the price paid by the customer for the non-conforming products in the Structured Cabling System for the balance of the warranty period calculated from the date of the failure. In no event shall HPW's and/or Wire and Cable Partner's total liability exceed the purchase price paid to HPW for components, and approved Wire and Cable Partner's purchase price, and the reasonable labor costs to install the Structured Cabling System.

This warranty shall not apply if the Structured Cabling System has been (a) subject to abuse, neglect, accident or misuse, modification, uses other than ordinary use, or any other cause beyond HPW's and Wire and Cable Partner's control; (b) installed other than by a Certified Installer in good standing at the time of installation; (c) repaired, altered, or rewired other than by Certified Installer personnel or (d) improperly constructed or installed (including without limitation contrary to the standards referenced in the first paragraph above as in effect at the time of installation). This warranty will automatically terminate and be null and void upon removal of the Structured Cabling System from the site of the original installation. This warranty is also subject to the requirements and limitations of the Customer Agreement. Further, moves, adds, or changes to the Structured Cabling System after original, approved installation has been completed must be registered with HPW and are subject to the terms and conditions of the Customer Agreement. Unregistered moves, adds, or changes ("MAC's") to the Structured Cabling System shall void the warranty for that portion of the Structured Cabling System that has been altered and any other portion indirectly impacted by such MAC's.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL HPW OR WIRE AND CABLE PARTNER BE LIABLE, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY CUSTOMER OR ANY OTHER PERSON ARISING FROM OR RELATED TO LOSS OF PROFITS, DATA, TIME, USE, REVENUES OR THE LIKE OR FAILURE OR INTERRUPTION IN THE OPERATION OF ANY PRODUCT, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, NOR SHALL HPW'S OR WIRE AND CABLE PARTNER'S TOTAL LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS COVERED BY THIS WARRANTY EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS WHICH ARE MADE BY SUCH ENTITY PLUS THE REASONABLE LABOR COSTS TO ORIGINALLY INSTALL THE STRUCTURED CABLING SYSTEM. THE FORGOING SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE REMEDY.

\* Channel Warranty – Hubbell Premise Wiring will provide system performance warranty provided the customer purchases and installs Hubbell Premise Wiring patch cords. If patch cords from any other manufacturer other than Hubbell Premise Wiring are installed, the application assurance warranty is void.





## VALERUS VMS

# A Unified Platform for Controlling Video, Access Control, LPR, and Other Integrated Applications



ONVIF

## Overview

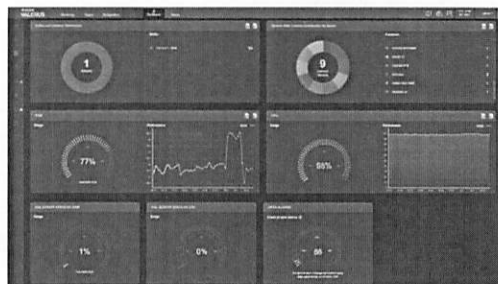
As the hub of your integrated security solutions, Valerus provides all the features you count on to make your job easier and more intuitive. Its sophisticated—yet simple and flexible interface—helps you monitor video, audio, alarms, access control, license plate recognition (LPR), and system health through a single unified UI. Plus, it exponentially reduces the time you spend on post-incident investigations, and allows you to deploy and maintain your surveillance infrastructure with ease.

Valerus software runs on a variety of platforms—from a small independent workstation, to a Vicon Application Server, to a large-scale virtual machine—to meet any customer application. Vicon's new AI-based analytics can help you perform more meaningful forensic searches and reduce the occurrence of false motion-triggered alarms.



### Keep All Your Devices Working Optimally with Valerus Health Monitoring

Oversee the status of all your system components, and your network, in real-time. The Valerus health dashboards give you an at-a-glance summary of your infrastructure so you can quickly filter on issues and pinpoint concerns before they become critical.



## Benefits at-a-Glance

NEW

- ▶ The powerful VAX Action Plans are now available in Valerus
- ▶ AI filters allow for object-based recording and searching, significantly increasing operational efficiencies
- ▶ The free Desktop Client improves resource management and enhances performance, for the optimal Valerus experience
- ▶ Archive your video, audio, and data to a cloud drive, where it can be safely stored and seamlessly accessed, with longer retention times
- ▶ Virtual Matrix Display Control (VMDC) lets you control a large number of monitors, or a monitor wall, through a single interface, eliminating the need to manage each client individually

## Features That Make a Difference



### Seamless Integration with VAX Access Control

Monitor and respond to VAX notifications via the Valerus UI.

- See VAX alerts, door states, and door and access notifications from the Valerus alarm list and maps.
- Enable action plans and door overrides directly from the Valerus map.
- Integrate VAX events into the Valerus Alarms Management Suite.
- The integration also supports VAX I/O events; once the VAX system is added to Valerus, the VAX I/Os will be automatically added to the Valerus tree and map as resources.



### Third Party Integrations

Vicon hand selects innovative technology partners to integrate with Valerus, including such industry-leading brands as Software House, Halo, Sureview, Lenel, and Thermal Radar. These integrations enhance our existing product offerings and address the unique needs of our customers.



### True Standards-Based

Valerus is ONVIF-compliant, utilizing open SSL and REST API, and does not require expensive proprietary camera drivers.



### Windows Service

Valerus is based on a Windows Service that runs in the background. The browser-based platform requires a browser that supports Active X (currently IE 11 and Microsoft Edge); it will work on Google Chrome using the Valerus Chrome extension. Apps are available at the Apple and Google stores for mobile devices. An Internet Gateway allows for external connectivity.



### Optional Application-Based Client

For users who don't want to use a browser for the Valerus client, or just want an executable in Windows startup, a thick client is available.



### Quick Configuration

This streamlined configuration process lets the VMS discover and configure all devices on the network with just a few clicks, so the system will be up and running in minutes. The default settings can be adjusted at any time.



### Device Configuration

A devices web interface lets you configure system devices directly through the VMS.



### Import Users

Valerus can connect to an Active Directory server, eliminating the need to set up individual users; the user information is collected directly from the corporate network. Additionally, you can compile a list of users offline, then import those users via a csv file.



### Device Reports

Easily generate and export reports (HTML or Excel) of all devices on the network, sorted by their host Recording Server.



### Single Point of Management/Central Software Upgrade

The entire system is centrally managed from the Application Server. All configuration (including user management), alarm handling, system-wide authorizations, upgrades, and licensing are performed from a single unit. New Valerus versions can be uploaded to the Application Server and remotely pushed to the Recording Servers.



### User Roles and Authorization

You can configure unique roles, each with its own privileges and resource authorization. Valerus ships with four default roles: Admin, Supervisor, Investigator, and Operator, and you can create new roles as needed.



### Export

Export video to any mapped storage media, including the cloud, in MP4 format. All exported files are digitally signed using the system's SSL certificate, and can be authenticated during playback.



### 360° Lens Dewarp

Digital dewarping of the fisheye image is available in live video and playback.



### Support for H.265 Compression

H.265 compression reduces storage and bandwidth requirements.



### Remote Storage and Auto Archiving

Valerus can map directly to, and store video, on remote devices, including a NAS device, someone else's computer, another server, a data center, or the cloud. And you can choose to archive whenever, wherever, and however you prefer (for example, event-based or on a schedule).



### Alarms

A dedicated Alarm tab displays all active alarms, in real-time, along with details pertinent to each alarm. Each alarm is accompanied by an audible and visual indicator, which can be turned on/off by the user, configured to time out, or be manually acknowledged.



### Alarm Management

Valerus lets you define which events are elevated to alarm status, what outputs should be triggered in the event of an alarm, create an alarm lifecycle, and determine—step-by-step—what users should do when the alarm occurs.



### Bookmarks

Create a text bookmark (e.g., case notes) related to a video clip. This bookmark is accessible during playback, and is searchable in a query.



### Alarm/Event Search

Search for specific types of events for more meaningful search results, e.g., events with people and/or vehicles, and reduce the amount of non-relevant video you watch.



### Museum Search

Search for object-based motion in an area and receive a list of instances of people and/or vehicles within that area.



### Thumbnail Search

Thumbnail renderings of video help you search for specific incidents or a specific timeframe in your timeline.



### Advanced LPR and VAX Search Filters

In instances where you may know only part of the data you're searching for, you can specify the "Contains" criteria in your search query (in other words just the info you know, even though it's incomplete). This will limit the results to only records containing that partial data.



### Privacy Masks

Block sensitive areas in the camera's field of view via software. An "unmask" feature can temporarily remove the privacy mask; the mask can also be removed on exported video.



### Interactive Maps

Create and import static or live geographical maps and overlay interactive icons for camera, VAX, I/O, LPR and other resources directly onto it. Multiple maps can be linked to support multi-level drill-down.



### Audit Log

Track users' actions in the system to ensure optimal usage. Track by user, PC, date/time, and specific action, then export those reports in excel or HTML.



### Mobile App

The free Valerus smartphone app lets you view live and recorded video on your Apple or Android smartphone or tablet. Mobile devices are listed in the Valerus resource tree, and if you're logged into Valerus you can get web push notifications on your device.



### Clean, Optimized User Interface

Easy-to-use tabs let you access forensic searches, configuration features, health dashboards, alarm panel, live monitoring, and VAX Access Control. Choose from multiple display options and create multiple views. All system resources are displayed according to hierarchy or user group, and the resource list can also include frequently visited websites.



### Support for Keyboard and PLC Controls

Vicon keyboards and PLC controllers connect through a serial or IP connection for camera control, video switching, and controlling remote client monitors.



### Application Server Redundancy

In the event the primary Application Server fails, an optional secondary server will automatically intercede.



### Backup and Restore System Settings

Application Server and Recording Server settings are backed up regularly and can be automatically restored in the event of a failed server, eliminating the need to reconfigure the unit.



### Access List

As an added security/network management measure, you can create a list that restricts or grants user access to Valerus.



### Customizable Rules and Events

You can set up rules that will automatically trigger responses to a variety of events, including external 3rd party events. Additionally, the powerful VAX action plans can be triggered in Valerus.



### Network and Security

Valerus is compatible with these protocols: IPv4/IPv6, TCP/IP, HTTP, HTTPS, RTSP, RTP, DHCP, UDP and ARP. Valerus provides HTTP, HTTPS encrypted data transmission, SSL and password protection for security. A user can be set to a complex password that can be enforced.



### Recording Server Failover

A dedicated server, or clusters of servers, can be configured as backup server(s). This ensures uninterrupted recording in the event that one or more Recording Servers fail.



### ViconNet Gateway

This module allows existing ViconNet users to seamlessly upgrade to Valerus.



### Client Monitoring Service

The main toolbar can indicate system performance and the current load level on the system; this can help you know if too many devices are being displayed.



### Log Collection

Retrieve system logs from all Valerus workstations without the need for a special tool.

## Order Your Valerus Software Pre-installed on a Server

We offer our powerful VMS functionality in a variety of server offerings that scale in performance to best match your requirements. These servers are bundled with the Windows® OS and Valerus software, all pre-installed, pre-tested, and certified for plug-and-play operation out of the box.

**Recording Servers:** Communicate, stream, and record video and audio from the edge devices.

**Application Servers:** Centrally manage the system, run the web server, and service the web clients.

**Client Workstations:** Run the Valerus VMS in a web browser for a powerful user interface.



Learn more about Vicon's server lineup [here](#).

## System Requirements for Valerus VMS

For customers who prefer to deploy the software on their own COTS hardware platform, Valerus VMS requires a dedicated server or virtual machine. These specifications are recommended for the Operating System and VMS application.

Feature	Details
Operating System	Servers: Microsoft® Windows® 10, 64-bit Windows Server 2016, 2019 and 2022 Workstation: Additionally supports Windows 11 and Windows 7 (for browser-based client PC only)
CPU	Intel® i7 processor
Memory	16 GB
Graphics	256 MB RAM onboard
Network Interface	100/1000 Mbps
Disk Space	5 GB min for installation; 75 GB min for recording
Minimum Desktop Client Requirements:	i3 Machine: 8 GB RAM; CPU: 3.60 GHz. Graphics: Intel® UHD Graphics 630. Processor: Intel Core™ i3 10100 CPU @3.60 GHz. OS: Windows 10, 11. Version: 10.0.19401 Build 19401.
Browser	Must have Microsoft Edge which provides IE 11 services (must support Active X); Chrome can be used with the Valerus Chrome extension available (free) at the Chrome store
Performance*	Recording Server with standard internal storage: Up to 200 Mbits or up to 70 cameras Recording Server with internal RAID: Up to 300 Mbits or up to 100 cameras <small>*Both the bandwidth and the number of cameras should be taken into consideration. For exact numbers, refer to the Valerus storage calculator.</small>

## Valerus License Model Numbers

Each edge device requires just one Valerus license, regardless of how many channels that edge device provides. To choose the Valerus offering that's right for you—PRO or ENTERPRISE—refer to the [Valerus Tier Chart](#), which outlines what features are available with which offering.

Edge Device	Valerus PRO	Valerus ENTERPRISE
Vicon device	VLR-VPRO-LIC	VLR-VENT-LIC
Third Party device	VLR-PRO-LIC	VLR-ENT-LIC

**Check Out the Valerus TRY Version!**  
Vicon offers a free trial version of Valerus software that includes fully functioning demos so you can try before you buy.

Data Sheet Number: V281-23-02

Vicon Data Sheet Number: 8009-7281-23-02

Specifications subject to change without notice.

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Chrome is a registered trademark of Google LLC.



## NETWORK DOME CAMERAS Roughneck V2100D Series



### Product at a Glance

- ▶ 2 MP and 5 MP models
- ▶ True WDR (120 dB)
- ▶ H.265/H.264 compression; M-JPEG compression
- ▶ 98 ft/30 m IR range; Smart IR
- ▶ Motorized zoom and focus varifocal lens
- ▶ Triple streaming
- ▶ Smart Encoding
- ▶ Power-over-Ethernet (PoE); 12 VDC
- ▶ SD card slot for on-camera storage
- ▶ IP67 rated for outdoor environments
- ▶ IK10 rated for impact protection
- ▶ NDAA/GSA/TAA compliant; ONVIF S/T/G/Q
- ▶ Surface mounting on wall or ceiling

### Overview

Vicon's Roughneck® V2100D Series of HD IP Dome Cameras is designed for performance in the most demanding security installations. There are 2 MP and 5 MP models with a motorized varifocal autoris lens.

The V2100D Series provides triple streaming video and supports H.264/H.265 compression technology, significantly reducing file sizes and conserving valuable network bandwidth. Smart encoding effectively enhances video encoding efficiency and further reduces transmission rate and improves storage capacity.

The dome camera is designed for easy installation. Power over Ethernet (IEEE 802.3af) eliminates the need for power cables, providing a cost-effective method of installation. The camera also accepts 12 VDC. The dome camera can be mounted on a wall or ceiling. Refer to Ordering Information for details on accessories and other mounting options.

In order to adapt to constantly changing outdoor lighting conditions, the V2100D Series features an autoiris lens that maintains picture quality under changing lighting conditions. The true day/night progressive scan camera also includes a removable IR cut filter for superior image quality in all lighting conditions. True Wide Dynamic Range (120 dB) further improves video exposure quality in scenes with high contrast between bright and dark areas. Smart IR adjusts the intensity of the camera's infrared LEDs to compensate for the distance of an object.

For protection against the elements, the camera dome is IP67 rated with a IK10 vandal-proof casing to withstand rain, dust, and vandalism. The camera meets the latest regulations required to be NDAA, GSA schedule and TAA approved and support ONVIF profiles S/T/G/Q.





The camera can be used with Vicon Valerus™ as well as many other popular VMS systems; each VMS may support different camera functions.

## Specifications

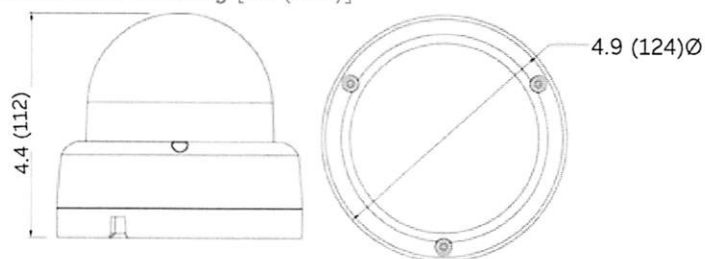
Model	V2102D-W313MIR		V2105D-W313MIR	
Image Sensor:	1/2.8-in.			
Max Resolution:	1920 x 1080 (1080p)		2592×1944 (5 MP)	
Image Settings:	Digital image effects: flip, and mirror and corridor. Configurable brightness, contrast, saturation, hue, sharpness. White balance. Backlight Compensation (BLC). HLC. Gain control. Gamma correction. Electronic shutter speed. Day/night mode. Dynamic Noise Reduction (3 DNR). Motion detection (4 programmable zones). Privacy masking (8 masks). Dynamic ROI. Digital zoom. Event notification.			
Video Content Analysis (VCA):	Motion, Tampering/Defocus. Museum Search.			
Electronic Shutter Speed:	Auto (1/2 ~ 1/10,000 sec), manual			
Day/Night Performance:	True day/night (IR cut filter)			
Wide Dynamic Range	True WDR; 120 dB			
Minimum Illumination (@ 30 IRE):	Color: 0.015 lux; BW: 0.005 lux, IR Off; 0 lux, IR On		Color: 0.05 lux ; BW: 0.03 lux, IR Off; 0 lux, IR On	
IR Distance:	Smart IR. 98 ft (30 m); 16 IR LEDs			
Lenses				
Focal Length:	3.1-10 mm; 3.2X optical zoom			
Max. Aperture:	f/1.4 - f/2.8			
Iris:	DC autoiris			
Zoom/Focus Adjust:	Motorized zoom and focus			
Field of View: Horizontal/Vertical/Depth	34° (tele) - 102° (wide)/20° (tele) - 54° (wide)/40° (tele) - 118° (wide)		32° (tele) - 96° (wide)/24° (tele) - 69° (wide)/40° (tele) - 124° (wide)	
Network Video Transmission				
Network:	10/100Base-T/TX: RJ-45			
Image Compression:	H.264; H.265; M-JPEG			
Resolution:	2 MP: 1920×1080 (1080P), 1280×960/720, 800×600, 640×480 5 MP: 2592×1944/1520, 2048×1536, 1920×1080 (1080P), 1280×960/720, 800×600, 640×480			
Protocol:	ARP, DHCP, DNS, FTP, HTTP, HTTPS, HLS, ICMP, IGMP, IPv4/6, LDAP, NTP, RTSP/RTCP/RTP, RTMP, QoS, SMTP, SNMP v1/2c/3, TCP, TLS/TTLS, UDP, UPnP, 802.1X, UPnP, Bonjour, DDNS, PPPoE; ONVIF S/G/Q/T			
Frame Rate:	30/25 fps max			
Streams:	Triple streaming. 2 MP: Single: 2 MP@30fps; Dual: 2 MP@30fps + 2 MP@30fps; Triple: 2 MP@30fps + 2 MP@30fps + 1280 x 720@30 fps 5 MP: Single: 5 MP@30fps; Dual: 5 MP@30fps + 640×480@30fps; Triple: 5 MP@30fps + 640×480@30fps + 640 x 480@30 fps			
Users:	Live: 10 users			
Web Browser:	Chrome®, Safari®, Firefox®, Microsoft® Edge			
Security:	IP address filtering, HTTPS encrypted data transmission, SSL, IEEE 802.1X, Digest Authentication, Advanced Security			



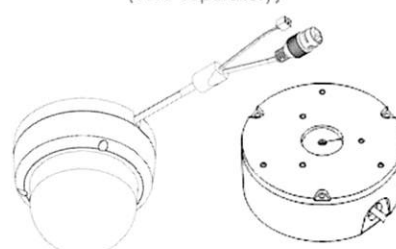
## Specifications

Mechanical	
Construction:	Dome body: white aluminum. Dome bubble: polycarbonate.
Camera Angle of Adjustment:	3-axis adjustment. Pan: >355°; Tilt: 80°; Rotate: ±355°
Mounting:	Surface mount, wall or ceiling
Dimensions:	4.9 in. (124 mm) (Diam) x 4.4 in. (112 mm) (H)
Weight:	2.2 lb (1 kg)
Electrical	
Input Power:	PoE IEEE 802.3af class 3; 12 VDC (±10%)
Current:	12 VDC: 0.63 A; PoE: 0.16 A
Power Consumption:	IR On: 7.6 W; IR Off: 5.2 W
Controls and Connectors	
Connectors:	Pigtail cable provided; optional backbox required for cabling PoE/Network: RJ-45 CAT 5; Reset button; Default button; Micro SD card slot for SDHC/SDXC card (128 G max; customer-supplied)
Environmental	
Operating Conditions:	Outdoor rated Temp: -22° to 140° F (-30° to 60° C) Humidity: up to 90%, non-condensing
Approvals:	UL, FCC Class A, CE, IP67, IK10; ONVIF Profile S/T/G/Q, RoHS, BIS
Country of Origin:	Taiwan
Warranty:	5 years
Ordering Information	
Model Number	Description
V2102D-W313MIR	2 MP; 3.1-10 mm motorized zoom and focus; autoiris
V2105D-W313MIR	5 MP; 3.1-10 mm motorized zoom and focus; autoiris
Accessories	
V2100D-PLATE 	Adapter Plate; allows the V2100D vandal dome to be mounted to a 4x4 electrical box
V2XXD-PM 	Pendant Cap; provides pendant mounting configuration for use with SVFT-WM-1/UWM-1/UCM-1/UPM-2, V-24CMB-4, V-20B-A-4
V2100D-BOX 	Backbox; for ease of cabling
V2100D-ICH/V2100D-ICH 	In-Ceiling Mounting; for mounting in a drop or hard ceiling

Dimension Drawing [in. (mm)]



Pigtail Cable: Use optional V2100D-BOX  
(sold separately)



V2100D-BOX

Data Sheet Number: V318-20-09  
Vicon Data Sheet Number: 8009-7318-20-09

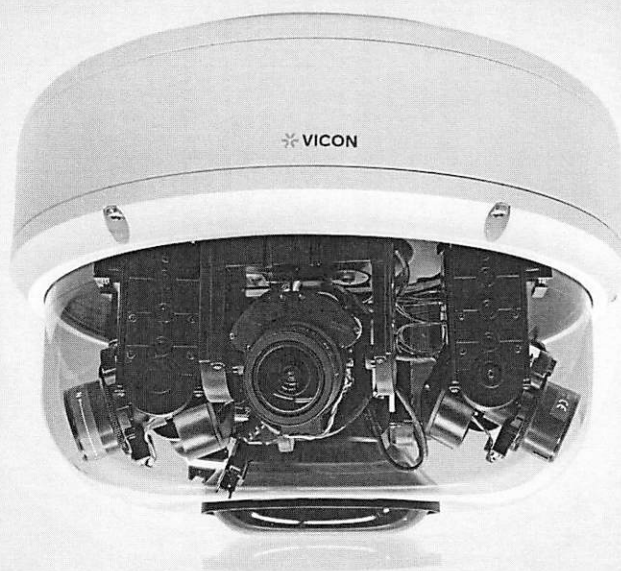
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AI ANALYTICS INSIDE

## V2000-WIR-360 Series Roughneck AI Remote Positioning Multi-Sensor



### Overview

A single Roughneck® AI Multi-Sensor (with a single IP address and cable) replaces four separate cameras, at a fraction of the cost, to cover the same viewing area. For example, Vicon's 32MP Multi-Sensor can take the place of four individual 8MP cameras. You'll get the same overall coverage, but you're reducing the time and expense of installation, setup, tuning and maintenance, because you're doing these things once instead of four times.

The flexible lens positioning options allow one of the four cameras to point straight down, eliminating blind spots. And because you can remotely position all four multi-sensor cameras in minutes—right from your desk—you're not dependent on an onsite technician just to reposition a camera.

### AI ANALYTICS INSIDE

**Perform more meaningful post-event forensic searches with AI-based analytics**  
The camera's AI-based analytics allow it to distinguish people and vehicles from other objects in a scene. Object-only recording, and the ability to filter out "environmental noise" that can trigger a motion detection alarm (e.g., shadows, swaying trees and bushes, etc.), significantly increases operational efficiencies. The result?

- Filter out non-relevant video for faster incident resolution
- Reduce storage requirements (by limiting recording to just object-based motion)
- Diminish nuisance alarms
- Respond to genuine threats quicker, and with fewer resources

### Product at a Glance

- ▶ Four 5 MP or 8 MP sensors deliver an impressive 20 MP or 32 MP overall resolution
- ▶ Setup and reposition cameras in minutes, right from your computer
- ▶ Pre-defined presets deliver 180°, 270° and 360° views, and you can define additional presets of your own
- ▶ Starlight low-light technology delivers color images in near total darkness - no need for the camera to switch to B&W mode
- ▶ Integrated IR provides uniform illumination in total darkness for high-quality video from 131 feet (40 m) away
- ▶ Four independent sensors, but only a single IP and Ethernet cable required



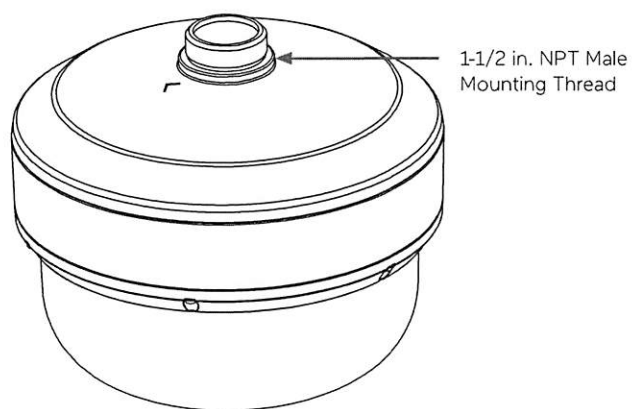
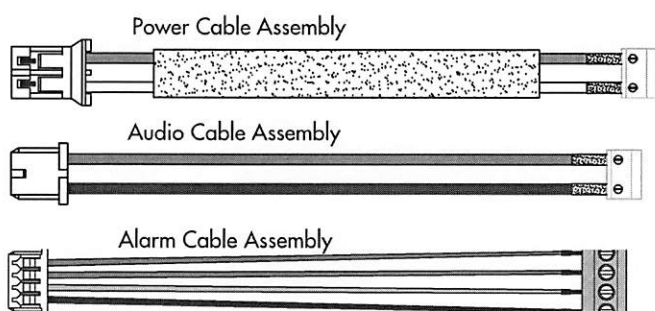
## Specifications

Model	V2020-WIR-360		V2032-WIR-360	
Camera				
Device Type:	Indoor/outdoor multi-sensor panoramic cameras			
Image Sensor:	4X 1/2.8" 5 MP CMOS progressive scan Starlight		4X 1/1.8" 8 MP CMOS progressive scan Starlight	
Max Resolution:	4X 2592 x 1944 (5 MP)		4X 3840 x 2160 (8 MP)	
Image Settings:	WDR (120 dB ). BLC. Configurable brightness, contrast, saturation, sharpness. Mirror. Flip. White balance. Exposure. Gain Control. Privacy masks (5). Day/night, True day/night ICR. Audio. Event handler and notifications.			
Video Content Analysis:	Video Motion Detection (VMD; 5 areas); Motion, Tampering/Defocus, Intrusion, Loitering, Line Cross, Tailgating, Object Left/Removed, Crowding. Museum Search.			
AI-Based Object Classification Analytics:	Vehicles, people, animals			
Electronic Shutter Speed:	1/7 ~ 1/20,000 sec			
Day/Night Performance:	True Day/Night with mechanical IR cut filter; Auto, Forced Day, Forced Night and Scheduled			
Wide Dynamic Range (WDR):	120 dB, True WDR			
IR Distance:	Up to 131 ft (40 m)			
Min Illumination @30 IRE:	Color: 0.03 lux; B/W: 0.01 lux, IR Off; 0 lux, IR On		Color: 0.02 lux; B/W: 0.01 lux, IR Off; 0 lux, IR On	
Preset Positions:	360°, 270° Wide, 270° Tele, 180° Wide, 180° Tele, User Defined (2)			
Adjustment:	Remotely adjustable: Pan: 360°; tilt: 90°; each module can be positioned remotely along a track			
Lenses				
MFZ Lens:	4x 3.1 - 10 mm; 3.2X optical zoom		4x 3.6 - 10 mm; 2.8X optical zoom	
Angle of View:	H: 32° (tele) - 96° (wide); V: 24° (tele) - 69° (wide)		H: 46° (tele) - 98° (wide); V: 26° (tele) - 54° (wide)	
Network Video Transmission				
Network:	10/100 Mbps Ethernet; RJ-45			
Image Compression:	H.265/H.264 and M-JPEG			
Streaming:	Triple streaming			
Max. Frame Rate:	Up to 30 fps at 20 MP		Up to 30 fps at 32 MP	
Audio:	Two way audio: 1 audio input, 1 audio output; G.711 8 KHz/8 bits			
Protocols:	IPv4/IPv6; TCP/IP; UDP; SNMP v2c/v3; HTTP; RTP; RTSP; RTCP; SMTP; HTTPS; UPnP; FTP; SSL; DNS; NTP; QoS; LDAP (client); DynDNS; Zeroconfig; ONVIF S, G, T, Q			
Users:	Up to 10 clients			
Web Browser:	Internet Explorer®; Mozilla Firefox®; Google Chrome®			
Security:	Password protection, IP address filtering, HTTPS, IEEE 802.1X network access control			
Alarms	1 alarm input, 1 alarm output			
Mechanical and Electrical				
Pan/Tilt Range:	Remote adjustment: Pan: 360°; Tilt: 90° (Default value 83°)			
Construction:	Die-cast aluminum housing; polycarbonate dome			
Mounting:	Surface-mounted; mounting holes provided; includes mounting cap. Mounting options available.			
Controls and Connectors:	I/O cable assemblies supplied for power, audio (2X) and Alarms. PoE/Network: RJ-45. Alarm In/Out: terminal blocks. Power: 2-pin terminal block. Audio In/Out: phone jacks. SD card (2X).			
Dimensions:	H: 5.6 in. (142.3 mm); Diam: 9.7 in. (247.5 mm); refer to dimensional diagram			
Weight:	7.55 lb (3.425 kg)			
Input Power:	PoE++ (IEEE802.3bt Class 5); 24 VDC; 24 VAC			
Current:	1.7 A			
Power Consumption:	40 W max			

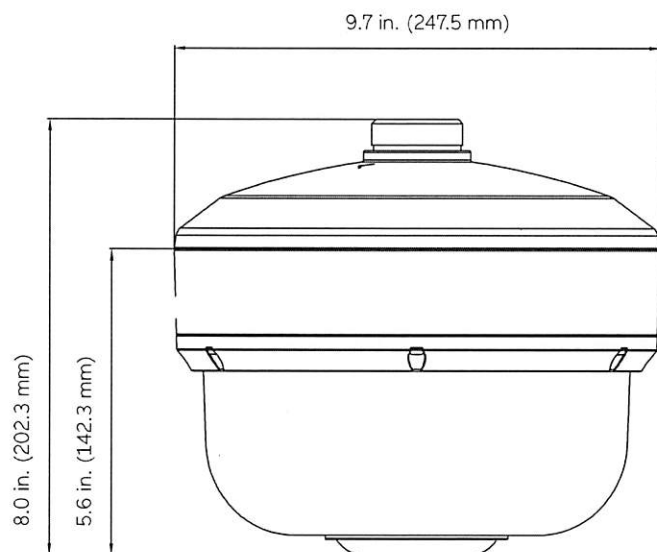
## Specifications (cont'd)

Model	V2020-WIR-360	V2032-WIR-360
<b>Environmental</b>		
Operating Conditions:	Temp: -40° to 131° F (-40° to 55° C) IR Off. Humidity: Up to 90%, relative, non-condensing.	
Approvals:	FCC Class A, CE, IP66, IK10; UL	
Country of Origin:	Taiwan	
Warranty:	5 years	

## Connectors



## Dimensional Drawing



## Ordering Information

Model Number	Resolution	Lens	Environment
V2020-WIR-360	4X 2592 x 1944 pixels (20 megapixel)	4X 3.1-10 mm MFZ	Indoor/Outdoor
V2032-WIR-360	4X 3840 x 2160 pixels (32 megapixel)	4X 3.6-10 mm MFZ	Indoor/Outdoor
Model Number	Accessories Description		
V1001-WM	Wall mount for the V1000/V2000 series of multi-sensor cameras		
V1001-PM	Pendant mount for the V1000/V2000 series of multi-sensor cameras		
V2000-360-ICD	In-ceiling mount for installation in a drop ceiling		
V1001-ADAPT	Adapter plate; used when mounting the wall mount to the V-20B-A-4 pole mount or V-24CMB-4 corner mount bracket		
V-24CMB-4	Corner mounting bracket; adapter plate required		
V-20B-A-4	Pole mount adapter; adapter plate required		
SVFT-UPM-2	Parapet mount		
SVFT-UCM-1	Ceiling Mount; for mounting to a ceiling		
VPOE-INJ-60BT	Single-port PoE gigabit injector; compatible with IEEE802.3bt; 60 W output		
VPOE-INJ-90BT	Single-port PoE gigabit injector; compatible with IEEE802.3bt; 90 W output; NDAA compliant		



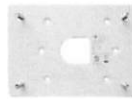
V1001-WM



V2000-360-ICD



V1001-PM



V1001-ADAPT



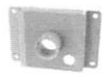
V-24CMB-4



V-20B-A-4



SVFT-UPM-2



SVFT-UCM-1

Data Sheet Number: V322-21-03

Vicon Data Sheet Number: 8009-7322-21-03

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Lapeer County  
Sheriff Department  
ARPA Request

Camera Replacement and Cable Management Requirements/Goals

7/21/2023

Recent events at Lapeer County Sheriff Department have exposed serious infrastructure and security deficiency.

Departments cabling infrastructure was originally installed during building construction in 1998. Over the years additional pieces were added by multiple vendors. No long-term plan to upgrade entire system was developed due to cost restraints.

Current camera and security systems were installed in February 2016. Typical ROI and end of life is 5 years. Storage capacity for video has been exhausted. Current cameras are outdated and visual coverage is inadequate.

Lapeer County Sheriff Department Request following to correct deficiencies:

Implement Structured cabling to improve Efficiency replace old outdated infrastructure

Normal cabling is point to point, which runs a cable directly to and from devices that require connectivity. In contrast, a structured cabling system utilizes a series of patch panels and trunks to build a structure that allows the connection, movement, and removal of devices without requiring the use of new cables and connections every time there is a change. Every patch panel is cabled to return to a main distribution area, where every reconfiguration is accomplished through patch leads, small cables for linking patch panels to create circuits.

**Improving Network Performance With Versatile Physical Layer Connectivity**

In order to achieve a high-performance, future-ready structured cabling system, you need to consider the right combination of design, performance, distance and density requirements. Versatile physical layer connectivity guides the creation of an open system platform, where the right media selection and cabling topology will increase productivity. Best practices to versatile physical layer connectivity include:

## **Designing for network flexibility**

Apply open architecture designs to accommodate your performance requirements for a highly scalable network. The flexibility of the foundational layer creates ripple effects throughout the network.

## **Selecting the appropriate universal cabling topology**

## **Making the right media selection**

Choose the appropriate cabling media from twisted-pair and optical fiber to address high-speed bandwidth requirements.

## **Determining the migration path to support wireless mobility**

Determine your migration path for Wi-Fi and in-building cellular connectivity to support a multi-screen environment.

## **Supporting multiple applications through scalable designs**

Deploy scalable designs that can support multiple and varied applications over a high-performance, IP-based structured cabling system.

Scalable design and performance in data centers depend upon two different things.

The first is the physical layer, which includes data servers, switches, storage devices and cable managers. By optimizing server rack space and ensuring effective network cable management, efficiency and uptime can be improved, reducing the footprint required for server hardware and lowering equipment costs.

The second, and more complex, is the infrastructure that supports increasing data rates and volumes. This includes transitioning from 40G to 100G and eventually the emerging 400G ethernet capability. It not only means more fiber cable, but an increased number of connections.

## **Insertion Loss**

The simplified version of insertion loss is this: the **more connectors you have, the greater potential there is for loss of speed**. A lower insertion loss means a stronger signal. Data centers should understand their insertion loss margin.

This margin is the actual insertion loss experienced vs. the standard insertion loss, and it can be affected by a number of things. So how do you reduce insertion loss?



- **Rack optimization** – The right rack and cabling solutions will reduce the distance data has to travel, decreasing loss
- **Air flow** – Temperature controls, or factoring in realistic temperatures, help manage insertion loss expectations
- **Connectors fit for purpose** – The right connection components will also reduce loss, and the expected loss of these components should be factored in when being calculated

Efficient data center that are set up to be denser and reduce the distance data has to travel, have **lower potential for insertion loss**. Note the word “potential.” Since many factors, from the quality of cabling and connections, to the efficiency of rack and cabling solutions can have an impact, its necessary to look at this factor from several angles.

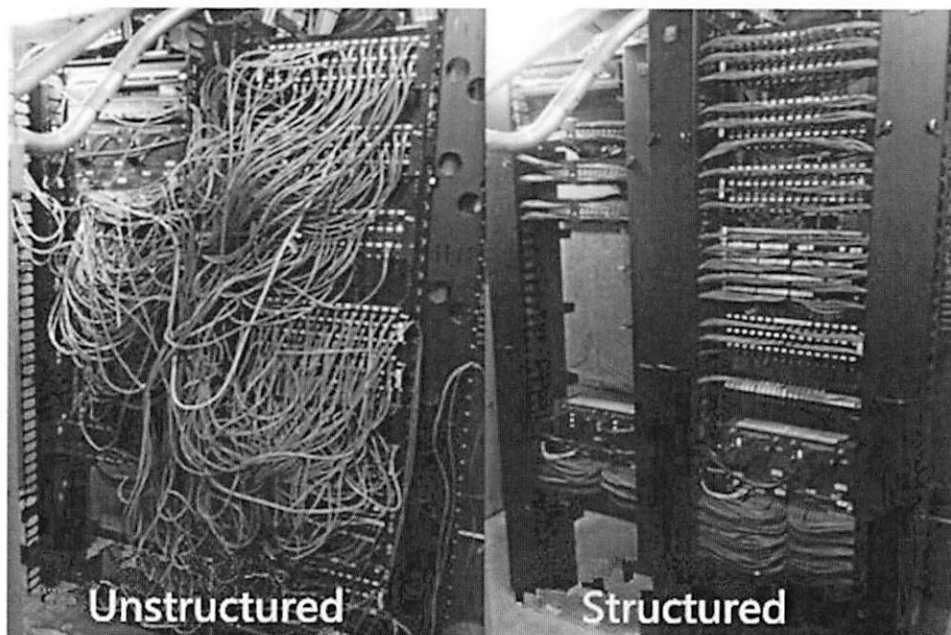
## Skew

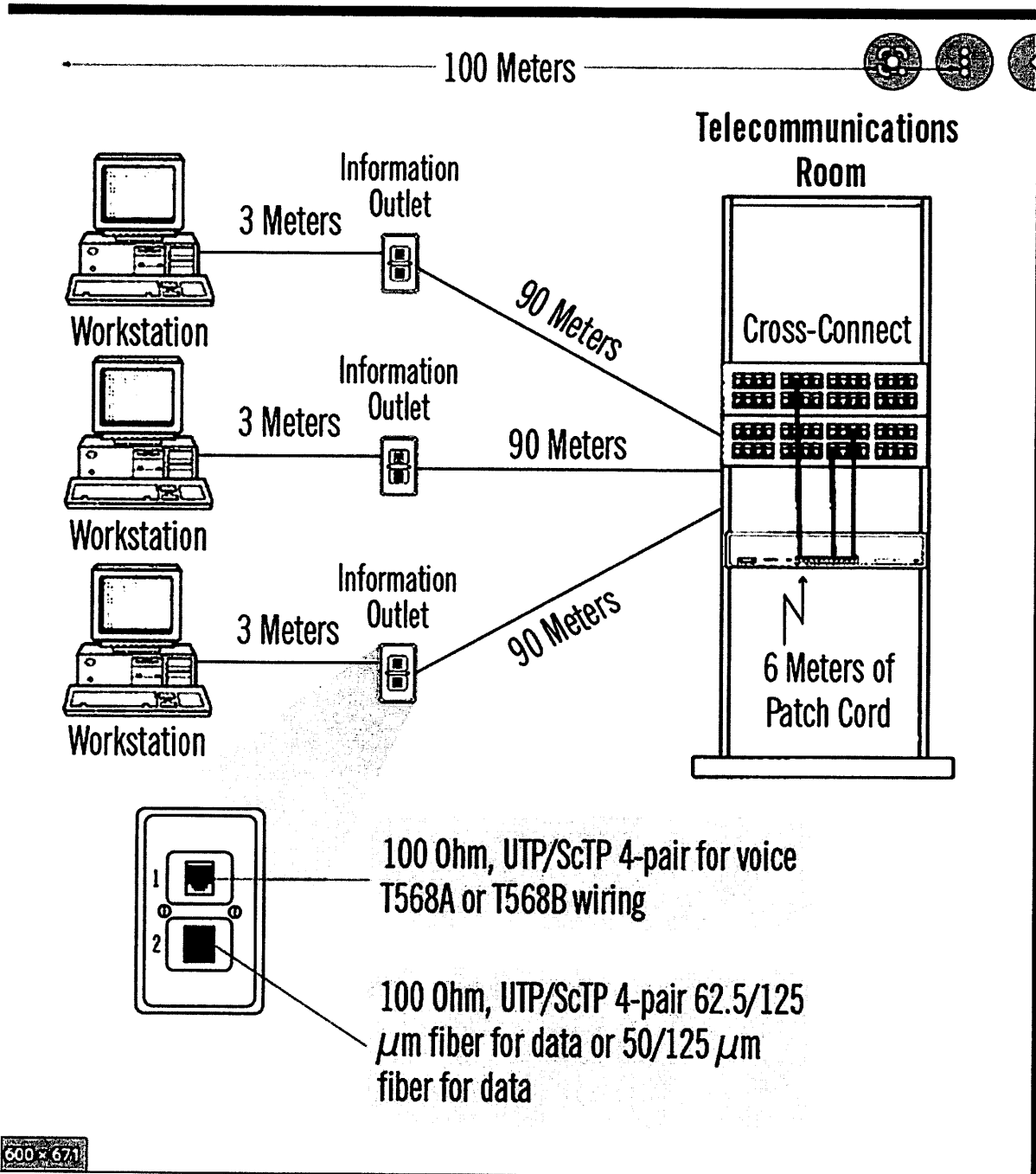
Skew is the difference between the time it takes light to travel on different fibers. Too much skew can **result in data loss or errors**.

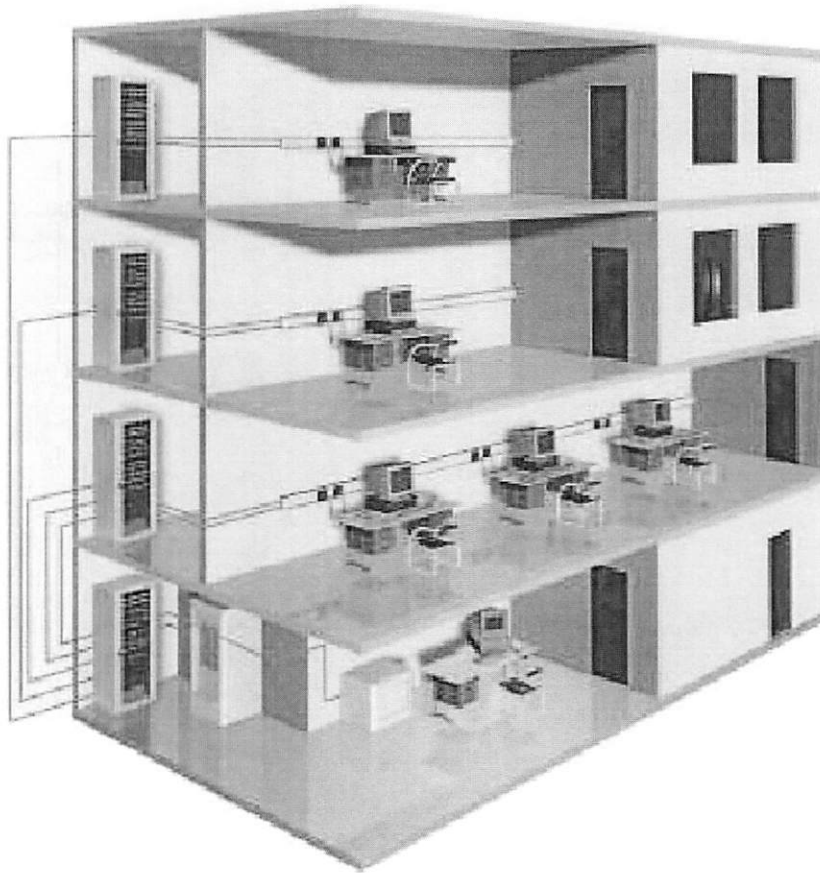
The standards for skew are tight in parallel optical cabling solutions, as low as .075 n-s (nanoseconds). The simple reason for this, is that **skew can affect the longevity of optical cables** and how scalable they are when it comes to higher data rates and volumes – two of the primary factors in scalability.

This is another factor that can get complicated at times, and is influenced by the length of cables, the type of cable used and more. The key is to know what to look for in **parallel optical circuits**: low skew components with tight tolerances over the distance you need to run them.

Expansion of wireless technologies will also impact future scalability.







### Unified state of the art platform for controlling Video, Access Control and Security

The hub of integrated security solutions must monitor video, audio, alarms, access control, license plate recognition (LPR), and system health through a single unified user interface. System should exponentially reduce the time spent on post-incident investigations and allow user to deploy and maintain your surveillance infrastructure with ease.

AI-based analytics should be included to help perform more meaningful forensic searches and reduce the occurrence of false motion-triggered alarms.

The entire system should be centrally managed from the Application Server. All configuration (including user management), alarm handling, system-wide authorizations, upgrades, and licensing are performed from a single unit.

VMS should include the following:

### **Single Point of Management/Central Software Upgrade**

System is centrally managed from the Application Server. All configuration (including user management), alarm handling, system-wide authorizations, upgrades, and licensing are performed from a single unit.

### **Device Reports**

Easily generate and export reports (HTML or Excel) of all devices on the network, sorted by their host Recording Device.

### **Export**

Export video to any mapped storage media, including the cloud, in a secure format. All exported files are digitally signed using the system's SSL certificate, and can be authenticated during playback.

### **360° Lens Dewarp**

Digital dewarping of the fisheye image is available in live video and playback

### **Alarm/Event Search**

Search for specific types of events for more meaningful search results, e.g., events with people and/or vehicles, and reduce the amount of non-relevant video you watch.

### **Thumbnail Search**

Thumbnail renderings of video help you search for specific incidents or a specific timeframe in your timeline

### **Advanced LPR and VAX Search Filters**

In instances where you may know only part of the data you're searching for, you can specify the "Contains" criteria in your search query (in other words just the info you know, even though it's incomplete). This will limit the results to only records containing that partial data.

### **Privacy Masks**

Block sensitive areas in the camera's field of view via software. An "unmask" feature can temporarily remove the privacy mask; the mask can also be removed on exported video.

### **Network and Security**

Compatible with these protocols: IPv4/IPv6, TCP/IP, HTTP, HTTPS, RTSP, RTCP, RTP, DHCP, UDP and ARP. Provide HTTP, HTTPS encrypted data transmission, SSL and password protection for security.

### **Recording Server Failover**

A dedicated server, or clusters of servers, can be configured as backup server(s). This ensures uninterrupted recording in the event that one or more Recording Servers fail.

### **Application Server Redundancy**

In the event the primary Application Server fails, an optional secondary server will automatically intercede.

### **Backup and Restore System Settings**

Application Server and Recording Server settings are backed up regularly and can be automatically restored in the event of a failed server.

### **Support for H.265 Compression**

H.265 compression to reduce storage and bandwidth requirements.

### **Camera Requirements**

2 MP and 5 MP models available

True WDR (120 dB)

H.265/H.264 compression; M-JPEG compression

98 ft/30 m IR range; Smart IR

Motorized zoom and focus varifocal lens

Triple streaming

Smart Encoding

Power-over-Ethernet (PoE); 12 VDC

SD card slot for on-camera storage

IP67 rated for outdoor environments

IK10 rated for impact protection

NDAA/GSA/TAA compliant; ONVIF S/T/G/Q

Surface mounting on wall or ceiling



W6484 Design Drive  
Greenville, WI 54942  
920.749.2840

# Proposal

---

Date: July 24, 2023

To: Lapeer County Jail

Attn: Mr. Bartley

Re: Security Systems Upgrades for the Lapeer County Jail, Lapeer, Michigan

---

## **Scope of Work**

Cornerstone, Inc. proposes the following Upgrades for the Jail Security Systems:

**Part 1 - Programmable Logic Controller / Human Machine Interface (PLC/HMI) Door Control and Intercom Systems:** Cornerstone proposes the following replacement equipment that is at end-of-life.

- 1.1 - Replace two (2) existing Dell OptiPlex 9020 computers with new and current MS Windows 14 OS.
- 1.2 - Update the InduSoft HMI 7.0 touch screen software to the current version.
- 1.3 - Replace two (2) existing ELO Touch screen 32" monitors.
- 1.4 - Provide two (2) new 1500 VA UPS units.
- 1.5 - Provide on-site Technician to install new equipment and software.
- 1.6 - Add sixteen (16) new camera icons. Reprogram all 63 cameras.
- 1.7 - Inspect the CJ series PLC equipment racks to be sure they are in good working order. Test all the UPS stand-by power units, both equipment racks.
- 1.8 - Add an ethernet module to CJ PLC for camera interface.
- 1.9 - Travel expenses.

---

**Part 2 - Video Surveillance System:** Cornerstone proposes to reprogram the HMI to facilitate the new Vicon IP camera system, server, storage, and monitors, and Reconfigure the InduSoft HMI program for both Operator stations as follows:

- 2.1 -** We recommend the following CCTV monitor configuration.
- 2.2 -** Master Control has Four (4) large view monitors, Callups will be done via Vicon workstation
1. #1 will serve as a call-up monitor when an icon is selected or an intercom, duress or door alarm is received.
  2. #2 Will display cameras 1 thru 16 with multi-view (4x4) display.
  3. #3 Will display cameras 17 thru 32 with multi-view (4x4) display.
  4. #4 Will display cameras 33 thru 48 with multi-view (4x4) display.
  5. #5 Will display cameras 49 thru 63 with multi-view (4x4) display
- 2.3 -** Housing Control has Two (2) large view monitors, Callups will be done via Vicon workstation
1. #1 will serve as a call-up monitor when an icon is selected or an intercom, duress or door alarm is received.
  2. #2 Will display cameras 1 thru 16 with multi-view (4x4) display.
- 2.4 -** The existing CCL camera commands from the HMI to the LTC-8500 matrix switch will be maintained during the system cut over, which will slowly migrate from the old to new video system.

**Part 3 - Clarifications:**

- 3.1 -** No other programming will be provided to control any monitors other than the two (2) Call-up monitors from their HMI Station.
- 3.2 -** There are 63 total cameras. 34 in Master Control (9 are exterior cameras), 12 in Housing and 16 that were added (unknown locations). If the 16 new are in Master Control, 2 will not be displayed ( $34 + 16 = 50$ ) – ( $4 \times 16 = 48$ ).
- 3.3 -** Provide (1) Cornerstone technician on-site to update the software, test and certify the system.
- 3.4 -** All video work is by others. Others also need to make up a drawing with the new camera locations. (see attached schedule and drawing).
- 3.5 -** Provide 1-year warranty on new parts and labor provided by Cornerstone.



**Part 4 - General Notes:**

- 4.1 - Cornerstone will provide its standard General Liability Insurance. (Certificate furnished upon request)
- 4.2 - Suitable secured dry storage space is to be provided by the Customer for our materials and protection of same.
- 4.3 - Payment & Performance Bonds are not included.
- 4.4 - Michigan Sales tax is included.

**Proposal:           \$48,500.00**

*Schedule 84 Provider #GS-07F-269AA*



This proposal is subject to acceptance within 30 days from the date hereon, and to all standard Terms and Conditions noted in the attached page. We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

Jared Johnson

Estimator

**Office:** 920.882.8845

**Cell:** 920.505.0104

**Email:** [jjohnson@cornerstoneinc.com](mailto:jjohnson@cornerstoneinc.com)

Cc: Donald M. Rochon, Senior Manager

[drochon@cornerstoneinc.com](mailto:drochon@cornerstoneinc.com)

**Please address the Contract or Purchase Order to:**

Cornerstone, Inc.  
2511 Midpark Road  
Montgomery, AL 36109

**Please reference this Scope of Work and its date, in the Purchase Order.  
Forward to Jared Johnson & Don Rochon's emails.**

## Lapeer County

### Network Cabling and Video Surveillance Camera RFP # 2023-0-14

Question and Answers last updated

5/23/2023

1. New jail or old? And if the jail is existing already and in use, that confirms it is currently occupied? We ask because the plan indicates new build.

\* Night work or weekends? What is county policy? How long per day would staff be working under sheriff supervision, secured away from all prisoners?

**Jail was built in 1998-- yes, jail is occupied. New build is referring to entire new camera system for the jail, and new control panels.**

**Work can be done 24 hours a day. Staff would be under deputy supervision 24 hours a day. Inmates would not be in areas where your staff would be working.**

**We would move inmates out of areas accordingly.**

2. Maps for all other buildings – including going thru the marked up jail map on a zoom or conf call.

\* Can you provide us with floor plans for all county buildings? Site pics or will surveys be allowed?

i. Bldg material infrastructure can determine installation risk.

ii. If plans are unmarked, again we would need to determine locations for all hardware, IDF's, MDF, etc.

**Marked up jail map at end of this document. No other maps of County buildings will be provided. Don't understand need. This is a stand alone building.**

**Final drops and location will be determined during selected vendors contract definitions.**

**Pre-proposal meeting to view the areas will be held at 9:00 AM, May 15, 2023 or 9:00 AM May 16,2023 as stated in RFP.**

3. Cameras & network infrastructure are mentioned, but then at the end I note mention of cabling for wireless AP's.

\* Do you need us to quote out ap's? Do you provide?

**Mention of wireless AP's was for informational purposes. County will provide wireless AP's**

4. What surveillance system do you currently use that any new camera add's would have to be adoptable into?

\* Is the system using or having Onvif based protocol?

**This will be a totally new system no new camera add's needed. Vendor's proposal will determine protocol.**

3. FIBER: is the county currently connected via fiber between all facilities/municipal bldgs?

\* Where is the head end?

**All County buildings are connected via Fiber.**

5. NETWORK: is there room on available patch & POE for all new data?

\* If not, does client need pricing?

\* If not, can client provide mapping for which IDF's/data closets would need what size patch/POE?

**The building has 1 network room. It will be completely re-done. Please provide pricing for patch panel. POE handled by switch.**

1. Is there a clearer set of drawings available?

**Best Drawing currently is enclosed in this document**

2. The drawings speak of 360 cameras but, on the requested bill of material there are no 360 cameras mentioned.

**360 camera cable drops for possible expansion and/or moving. Actual cameras to be purchased is quantity in RFP.**

3. "Auto dome" is a competitor's term for PTZ, however 3-10mm lenses are for fixed cameras, not PTZs. Do you want PTZ or fixed?

**Sorry we tried removing all manufacture designations and missed one. The actual designation of number PTZ and fixed Cameras will be determined by vendor during walk through and/or final contract. For purpose of RFP please quote PTZ.**

4. Corner mount camera" please clarify, PTZ, single sensor, multi-sensor

**Same as #3**

5. Pendant wall/ceiling mounts" are these to be wall -or- ceiling mounts

**Combination of both. Actual designation should be determined by vendor during walk through.**

1. Where are IDF?  
**No IDF's all home runs to MDF**
2. In the MDF do you want vertical or horizontal cable management?  
**Specification to be proposed by vendor for most efficient and Organized cable management**
3. Please verify LCSD is supplying monitors?  
**Yes LCSD is supplying monitors.**
4. Please confirm that we will be able to use your lift?  
**Yes lift can be used if certified to use.**
5. There was confusion on which type of cable.  
**As stated in RFP CAT6A is to be used.**

5/21/2023 & 5/22/2023

1. Are we installing new monitors and mounts  
**County will be supplying monitors and mounts**
2. Does the new camera system need to be NDAA Compliant?  
**Yes**
3. Where are we installing the new camera server? Booking or MDF?  
**MDF**
4. Are we providing the POE Switches for the cameras and decoders?  
**NO**
5. Are we using the existing touch screens?  
**New touch screens**
  - a. Are we installing new computers for the touch screens?  
**NO**
  - b. Are we installing new UPS's for the touch screens and computers?  
**No**
6. Are we installing new UPS's for the POE switches and server?  
**No**
7. Are we installing POE protectors for the 2 pole cameras?  
**No**
8. Do we need to provide additional licenses for any other work stations?  
**5 Additional Licenses Please**
9. Are we providing any additional cameras or licenses for future work?  
**The counts in RFP Include extra camers**

10. Do we need additional decoders or license for conference room TV?

**Not at this time**

11. There was mention about (13) 360-degree cameras. I do not see that on the bid spec.

**Yes 13. We are taking vendors advice on latest specs.**

12. How many call up monitors are in each location?

**County will be supplying monitors**

13. How many F.P.S. are you looking to record for each camera?

a. Is the recording going to be continuous or set to motion?

**Continuous recording**

14. Do you have a spec on the 12 corner mount cameras?

**Vendors recommendation please**

15. There was mention about 360-degree cameras in the interview rooms.

**Yes 1 360 for up front interview (Michigan law)**

16. If we are installing these, do we need a second camera in the rooms also.

**NO**

18. In the spec it calls for patch cords to be supplied in the MDF. Are we providing any patch cords at the work stations?

**NO**

19. Are you providing the switches for the new cabling project?

**Yes**

20. We will need to replace some ceiling tiles. Who is providing these?

**NO**

21. Please verify how many days of storage you are looking to retain video?

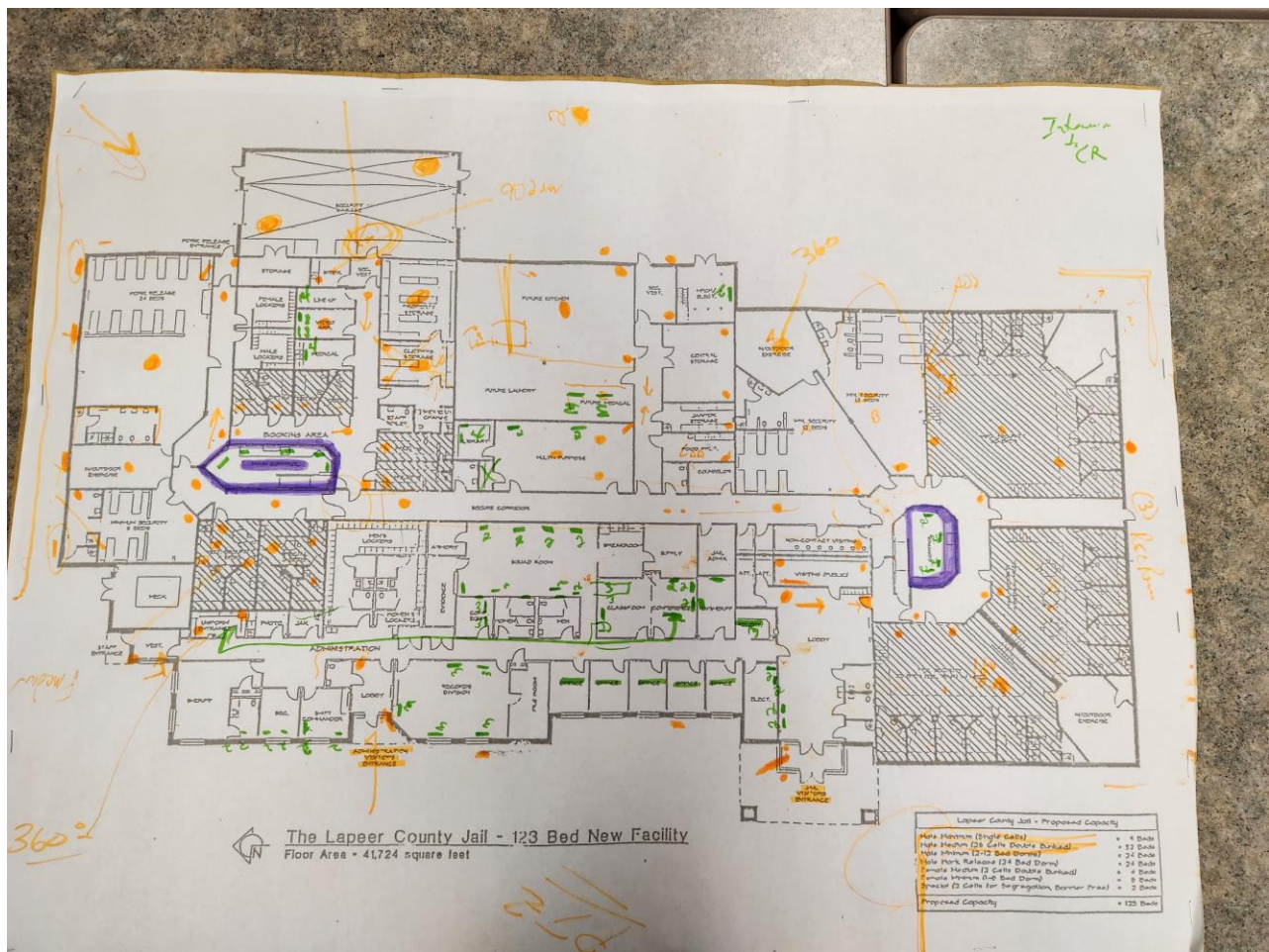
**—60 days//Breathalyzer room is 90 days**

22. Please provide a readable print of network drop locations and quantity.

**Working on obtaining this.**

23. Please verify the front interview room will be a stand-alone system.

**Yes, stand alone**



**REQUEST FOR ACTION****DATE:** August 3, 2023  x   REQUEST FOR ACTION       FOR YOUR INFORMATION       REQUEST FOR INFORMATION**TO:** Commissioners**FROM:** Moses Sanzo, County Controller/Administrator

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**SUMMARY OF REQUEST / INFORMATION:** The County recently issued an RFP for Towing/Wrecker Services in three different zones within the County. The bids received from Paul's and Yakes Towing, E&L Services and Byers Wrecker Services were opened and announced at the last COW meeting on July 13, 2023. The Chairman appointed an Ad Hoc Committee to review the bids and bring back a recommendation. The committee met and discussed the various zones and bids. This was again briefly discussed at the July 27<sup>th</sup> Full Board but they wanted all the Commissioners to be present before making final determinations.

**ADDITIONAL INFORMATION:** The draft motions have been left blank so that the Board can determine the appropriate vendor for each zone.

**CONTACT PERSON(S):** Moses Sanzo, Controller; Ad Hoc Committee members of Commissioners Brad Haggadone, William Hamilton, and Bryan Zender.

**BACKGROUND INFORMATION:** These contracts originated back in 2011 in order for the County to have more consistent towing rates among the service providers.

**SUPPORTING DOCUMENTS:** Bid Documents

**DRAFT MOTION(S):**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, pursuant to the RFP process and subsequent review of the submitted bids, to accept and award the towing/wrecker services for Zone 1 only as follows:

\_\_\_\_\_ – **Zone 1** – Awarded for Both Under 14,000 GVWR and Over 14,000 GVWR, as specified in the bid

\_\_\_\_\_ – **Zone 2** – Awarded for Both Under 14,000 GVWR and Over 14,000 GVWR, as specified in the bid

\_\_\_\_\_ – **Zone 3** – Awarded for Both Under 14,000 GVWR and Over 14,000 GVWR, as specified in the bid

And further, that a written contract be prepared by Administration and reviewed by the Prosecuting Attorney and brought back to the next Committee of the Whole and/or Full Board with authority to act once it is ready.

ATTACHMENTS      YES   x        NO