



Lapeer County Board of Commissioners

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

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

****COMMISSION CHAMBERS****

July 13, 2023

9:00 A.M.

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 JUNE 8, 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*)

NEW BUSINESS

- 1) BID OPENING & ANNOUNCEMENT FOR WRECKER SERVICES** (*as advertised*) No Action Required Today – Recommendation to be made at 7/27 Full Board Meeting
- 2) SHERIFF DEPARTMENT –**
 - A. Request to Authorize Purchase of Bulk Purchase of Exam Gloves
 - B. Request to Renew Agreement with Central Professional Services for Collection Services for One Year and Authorize the Chairman to Sign Said Agreement
 - C. Request to Approve Budget Amendment for Dive Team Due to Donation
- 3) EMERGENCY MANAGEMENT** – Request to Adopt the Resolution 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

Continued--

- 4) **HEALTH DEPARTMENT** – Request to accept the two Amendments from Region 10 for additional funding for FY2023 PIHP Prevention Services effective June 2023 *(to be distributed or may need to be referred to the 7/27/23 Full Board for consideration)*
- 5) **ADMINISTRATION/BOC/FINANCE** –
- A. Request to Authorize Payment to Shifman Fournier for Labor Services through June 30, 2023
 - B. Request to Adopt the Tentative 2024/2025 Biennial Budget Calendar and Request to Change the County's Fiscal Year Ending to September 30th effective the Year Ending September 30, 2025
 - C. Bid Recommendation Regarding Cabling Project at the County SD/Jail *(if available)*
 - D. Draft RFP for Contractual Legal Services/Corporation Counsel
-

OLD BUSINESS

- 6) **Merger of AICC and CMH Substance Abuse Services** *(referred from the 06/22/23 Full Board Meeting with authority to act) *May require a Closed Session**
-

ADDITIONAL ITEMS *(if needed)*

- 8)
 - 9)
 - 10)
-

OTHER BUSINESS

- **PUBLIC TIME**- Citizens Comments *(maximum of 3 minutes per person)*
- **COMMISSIONERS REPORTS**
- ****CLOSED SESSION**** *(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– 07/27/23

NEXT C.O.W MEETING – 08/10/2023

FOLLOWING FULL BOARD: 8/24/2023

All sub-committee meeting agendas are posted on the County website if they are being held.

COMMITTEE OF THE WHOLE

June 8, 2023

9:00 a.m.

Chairman Kohlman called the meeting to order at 9:03 a.m. in the Commission Chambers on the lower level of the County Complex Building. John Stahl opened the meeting with a prayer. The Pledge of Allegiance was recited.

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

Others: Jackie Arnold, Interim County Controller/Administrator and Chief Financial Officer, Doreen Clark, Administration Office Manager, Amy Stearns, Chief Deputy County Clerk, Andrea King, Deputy Clerk

Motion by Hamilton, supported by Knisely, to approve the agenda with additions. Motion carried.

Motion by Knisely, supported by Howell, to approve the minutes from the May 11, 2023 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

Theresa Spencer, County Clerk gave an update regarding the Jury Board needing a position filled.

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

Phil Kaatz, Interim District Coordinator, MSU Extension, introduced himself as the Interim District Coordinator of the re-districted region.

Public Time – three people spoke during public time.

Mike Womack, City of Lapeer Manager, introduced himself to the Board. He discussed the possibility of new boundaries for the City of Lapeer Social District and the possibility of moving the farmer's market moving back downtown.

Motion by Hamilton, supported by Mast, to recommend to the Full Board, to accept grant funds from FEMA for the purchase of livestock corral panels for Animal Control at cost not to exceed \$2030.00. Funds to be directed to fund 225.433.813.00. Motion carried.

Motion by Hamilton, supported by Knisely, to recommend to the Full Board, to amend motion #217-22 from the June 16, 2022 Regular Board Meeting related to the incinerator purchase for Animal Control to reflect the price increase from \$275,000.00 to \$278,318.00 for additional stack sections to meet the required height of the building, to be paid from ARPA fund 281 (expenditure category 6.1). Motion carried.

Motion by Zender, supported by Hamilton, to accept the FY24 MDHHS Allocations and authorize the Director/Health Officer to e-sign the application. Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize the Health Department to purchase a 6 x 12 ft. enclosed storage trailer at a cost not to exceed \$6,947.00, and at no additional cost to the County's General Fund. Motion carried.

Motion by Knisely, supported by Haggadone, to recommend to the Full Board, to authorize the Lapeer County Sheriff's Office to purchase a replacement metal detector for the County Courthouse at a cost not to exceed \$5,120.00 (with shipping) from line #207-350-977.000, and at no additional cost to the County's General Fund. Motion carried.

Motion by Knisely, supported by Hamilton, to recommend to the Full Board, to authorize the Lapeer County Sheriff's Office to purchase a new Jail Management System (JMS) to replace a now non-existing program, at a first- year cost of \$14,970.00, to be paid from line #207-351-850.200, and at no additional cost to the County's General Fund. Motion carried.

Motion by Hamilton, supported by Knisely, to recommend to the Full Board, to approve the budget amendment for the Sheriff's Department as presented:

\$35,000 decrease to line item 207-100-700.100 (Contingency)
\$25,000 increase to line item 207-301-956.000 (Training)
\$10,000 increase to line item 207-301-980.000 (Vehicles)

Motion carried.

Motion by Zender, supported to Hamilton, to recommend to the Full Board, to authorize the Lapeer County Sheriff's Office to purchase a new TruckVault brand secure weapons and equipment storage unit for installation and use in a new 2022 Dodge Durango entering into service as a Special Response Team/Supervisor vehicle assigned to the Patrol Division, at a cost not to exceed \$3,048.99, to be paid from line #207-307-977.000, and at no additional cost to the County's General Fund. Motion carried.

Motion by Haggadone, supported by Zender, to recommend to the Full Board, to approve the Tentative Truth in Taxation Calendar for FY 2023, as attached; and further to adopt the following Resolution, which establishes the date of June 22, 2023 for the Truth in Taxation Public hearing, and authorizes the publication of the hearing notice.

RESOLUTION

Regarding Proposed Public Hearing on Increasing Property Taxes

WHEREAS, the Lapeer County Board of Commissioners of the County of Lapeer is required to establish a public hearing on a proposed increase of 0.5117 mills in the operating tax millage rate to be levied on property in 2023; and,

WHEREAS, the hearing is hereby established for Thursday, June 22, 2023 at 9:00 a.m. at the Lapeer County Complex, Lower Level, 255 Clay Street, Lapeer, Michigan 48446, and authorizes publication in a newspaper of general circulation on June 14, 2023; and,

WHEREAS, the taxing unit which will publish the public hearing notice has complete authority to establish the number of mills to be levied from within its authorized millage rate; and,

WHEREAS, if adopted, the proposed additional millage will increase operating revenues from ad valorem property taxes 8.07% over such revenues generated by levies permitted without holding a hearing; and further, if the proposed additional millage rate is not approved, the operating revenue will increase by 1.99% over the preceding year's operating revenue; and,

THEREFORE, BE IT RESOLVED, that the Lapeer County Board of Commissioners will take action on the proposed additional millage at their June 22, 2023 meeting shortly after 9:00 a.m. at the Lapeer County Complex, 255 Clay Street, Lapeer, Michigan 48446.

Roll Call vote: Haggadone, aye; Zender, aye; Hamilton, aye; Howell, aye; Knisely, aye; Mast, aye; Kohlman, aye. Motion carried unanimously.

Motion by Hamilton, supported by Howell, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$5,040.00 for labor related legal services rendered through May 31, 2023, to be paid from line item #101-239-801.020. Motion carried.

Motion by Howell, supported by Hamilton, to recommend to the Full Board and pursuant to the recommendation of the Policies and Procedures Committee, to approve the revised Rules of Procedure for the Lapeer County Board of Commissioners for FY 2023, as attached. Motion carried.

Motion by Howell, supported by Mast, to recommend to the Full Board and pursuant to the recommendation of the Policies and Procedures Committee, to approve the revised Financial Goals, Policies and Practices, as attached, reflecting the new Section 10 regarding Cash Receipting. Motion carried.

Motion by Haggadone, supported by Mast, to recommend to the Full Board to increase the Prosecuting Attorney's salary to \$145,000.00 annually.

Motion by Mast, supported by Knisely, to amend the motion above to increase the Prosecuting Attorney's salary to \$149,000.00 annually. Amended motion failed.

Vote on original motion: Motion carried.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, pursuant to action taken at the May 25, 2023 giving the Committee of the Whole meeting the authority to act in this matter, to approve the Employment Agreement between the County of Lapeer and Moses Sanzo, as the appointed Lapeer County Controller/Administrator, as negotiated and agreed upon, for the period of July 1, 2023 through December 31, 2027; and further, to authorize the Chairman to sign said agreement. Motion carried.

Motion by Hamilton, supported by Howell, to recommend to the Full Board, to give a written Notice of Intent to the Prosecuting Attorney of the Board's intent to seek alternate corporate counsel services. Motion carried.

Motion by Howell, supported by Zender, to recommend to the Full Board, to have the Chairman appoint an Ad Hoc Committee to look into civil counsel procedures and to seek out potential law firm vendors to represent the County. Motion carried.

Chairman Kohlman appointed Commissioner Howell, Commissioner Hamilton, and himself to serve on the Civil Counsel Ad Hoc Committee.

Public Time – five people spoke during public time.

Commissioners gave brief reports and thanked Jackie Arnold for the great job she did as the Interim County Controller/Administrator.

Motion by Zender, supported by Hamilton, to adjourn the meeting. 11:06 a.m.

Tom Kohlman, Chairman
Committee of the Whole

1



Lapeer County Building & Grounds/Parks

255 Clay Street
Lapeer, Michigan 48446

Phone: (810) 245-4794

Fax: (810) 667-0369

www.lapeercountyweb.org

REQUEST FOR BIDS

WRECKER/TOWING SERVICES

Lapeer County Buildings & Grounds, on behalf of the Lapeer County Sheriff's Department, is requesting bids for wrecker/towing services. Bid packages will be available **beginning Wednesday, June 14, 2023** at the Lapeer County Building and Grounds Office, 255 Clay Street, First Floor, Lapeer, Michigan 48446 between 8:00 a.m. and 4:00 p.m. or can be downloaded on the County's website at www.lapeercountymi.gov.

There will be one bid package. The bid package will be for the towing services of both heavy (over 14,001 G.V.W.R.) and light (under 14,000 G.V.W.R.) vehicles.

The bids must be returned by **Wednesday, July 12, 2023 by 4:00 p.m.** to the Lapeer County Building and Grounds Office located at 255 Clay Street, Lapeer, Michigan 48446, which is located on the First Floor of the County Complex/Courthouse. All submitted bids will be opened publicly at the **July 13, 2023** Lapeer County Board of Commissioners' Committee of the Whole Meeting shortly after 9:00 a.m. in the lower level of the County Complex/Courthouse. All bids will be reviewed and a recommendation will be made to the Board at a future date.

The County of Lapeer reserves the right to reject any and all bids, and to accept the bid(s) that is in the best interest of the County. Anyone that submits a bid is doing so of their own free will and without liability of the County. A bid may be awarded to a higher bidder for reasons such as, but not limited to, quality, service, availability, reliability, dependability, and/or reliability.

2A

DATE: June 30, 2023

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To approve a bulk purchase of blue nitrile exam gloves for the Lapeer County Sheriff's Office. Cost of 60 cases of gloves is \$2,628.00 to be purchased from line 207-350-810.070.

BACKGROUND INFORMATION: Gloves are used in daily operations. The purchase price is a significant decrease with this quantity.

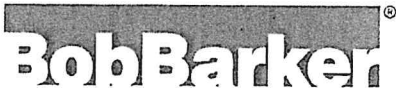
CONTACT PERSON(S): Sheriff Scott McKenna

SUPPORTING DOCUMENTS: 3 bids

DRAFT MOTION:

Motion by _____, supported by _____, to approve the Lapeer County Sheriff's Office purchasing 60 cases of gloves at a cost of \$43.80 per case or \$2,628.00 total, from line #207-350-810.070, and no additional cost to the county.

ATTACHMENTS YES__x__ NO__ __



7925 Purfoy Rd, Fuquay-Varina NC 27526

Customer Service 1-800-334-9880 Fax: 800-322-7537
Fed I.D. # 56-1558062

Quote

#EST0074537

6/16/2023

Ship To

Lapeer Cnty Sher Dept
3231 John Conley Dr
Lapeer
MI 48446-2987
United States

Bill To

Lapeer Cnty Sher Dept
3231 John Conley Dr
Lapeer
MI 48446-2987
United States

TOTAL

\$2,628.00

Expires: 7/31/2023

Expires

7/31/2023

Requestor

LAPMI3 : LAPMI0 : Steve
Beebe

Sales Rep

Tammy Caldwell

Customer

LAPMI3 : LAPMI0

Quantity	Item	Customer Price	UOM	Extended Price
8	Z92-134-M Blue Nitrile, Exam Gloves, Medium, 100 gloves/bx, 10bx/cs	\$43.80	C1000	\$350.40
20	Z92-134-L Blue Nitrile, Exam Gloves, Large, 100 gloves/bx, 10bx/ cs	\$43.80	C1000	\$876.00
30	Z92-134-XL Blue Nitrile, Exam Gloves, 100 gloves/bx, XL, 10bx/cs	\$43.80	C1000	\$1,314.00
2	Z92-134-S Blue Nitrile, Exam Gloves, Small, 100 gloves/bx, 10bx/ cs	\$43.80	C1000	\$87.60

Note: If your item includes the DSC in the description, availability is limited due to product discontinuation and is not returnable.

When placing your order, please refer to this quote number.

BBC reserves the right to evaluate and change pricing if quantities are adjusted
and/or if this quote expiration date has passed

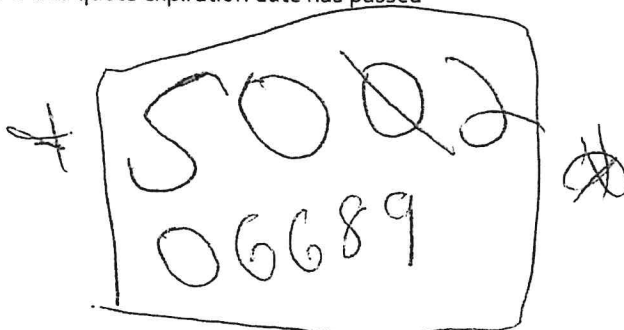
Subtotal \$2,628.00

Shipping Cost \$0.00

Handling Cost \$0.00

Tax Total \$0.00

Total \$2,628.00



1-800
334-9880



EST0074537



MALLORY
SAFETY AND SUPPLY LLC
645 Wilson St • Eugene, OR 97402
Ph: 541-683-9333 • Fax: 541-683-8107

QUOTATION

Purchase Order Address:
PO Box 2068
Longview, WA 98632

Order Number	
3268627	
Order Date	Page
4/11/2023 05:58:45	1 of 1
ESTIMATED DATE	
5/31/2023 00:00:00	

Quote Expires On 6/10/2023

Bill To:

LAPEER COUNTY-SHERIFF'S OFFICE
ATTN: ACCOUNTS PAYABLE
3231 JOHN CONLEY DR
LAPEER, MI 48446

810-245-1323

Ship To:

LAPEER COUNTY-SHERIFF'S OFFICE
3231 JOHN CONLEY DR
ATTN: SGT. NESBIT
LAPEER, MI 48446-2987
US

Requested By: JOE NESBIT

Customer ID: 121649

Freight Code:

Job Name:

PO Number	Carrier	Ship Route	Taker
SGT. NESBIT/GLOVES	PS FC EUGENE our account #86265		AARENZ

Line No	Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
	Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		

Delivery Instructions: OMNIA # 159498 THIS PRICING IS FOR
LAPEER CSO AND IS NOT ELIGIBLE FOR
OTHER PUBLIC OR NON-PROFIT
AGENCIES

1	1.0000	0.0000	1.0000	PLT		DM-GL33310-XL	PLT	6,617.65	6,617.65
				500.0		GLOVE DISP NTRL 6.5 MIL BLK PF SPEC GRIP 100/BX	500.0		
2	1.0000	0.0000	1.0000	BX		DM-GL33310-XL	BX	13.24	13.24
				1.0		GLOVE DISP NTRL 6.5 MIL BLK PF SPEC GRIP 100/BX	1.0		
3	1.0000	0.0000	1.0000	CA		DM-GL33310-XL	CA	132.35	132.35
				10.0		GLOVE DISP NTRL 6.5 MIL BLK PF SPEC GRIP 100/BX	10.0		

Total Lines: 3

SUB-TOTAL: 6,763.24

TAX: 0.00

AMOUNT DUE: 6,763.24

U.S. Dollars

McKesson

Shop Medical Supplies & Equipment > Gloves > Exam Gloves > Exam Glove

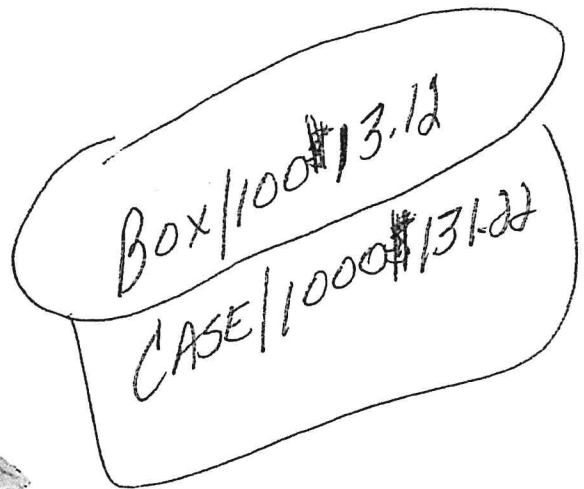
#921602 | McKesson Brand #14-654C

Exam Glove McKesson Confiderm® 4.5C Small NonSterile Nitrile Standard Cuff Length Textured Fingertips Blue Chemo Tested

GLOVE, EXAM NTRL SM N/S CHEMO 4.5C (100/BX 10BX/CS)



4.7 (3) Write a review



COMPARE +

Product Specifications

McKesson #	921602
Manufacturer #	14-654C
Brand	McKesson Confiderm® 4.5C
Manufacturer	McKesson Brand
Country of Origin	Malaysia

Application	Exam Glove
Color	Blue
Color Family	Blue
Cuff Style	Beaded Cuff
Fingertip Thickness Range	4.1 mil to 6.0 mil Range
Fingertip Thickness: Typ.Values	0.12 mm (4.5 mil)
Glove Exterior	Textured Fingertips
Glove Interior	Without Coating
Glove Length	Standard Cuff Length
Hand Compatibility	Ambidextrous
Length in Inches	9 Inch
Material	Nitrile
Protection Level	Chemo Tested
Size	Small
Sterility	NonSterile
UNSPSC Code	42132203
Latex Free Indicator	Not Made with Natural Rubber Latex

Features

- McKesson Confiderm® 4.5C Nitrile Exam Gloves
- Small
- Powder-Free
- Beaded cuff.
- Non-Sterile
- Ambidextrous
- Single use only.
- Tested for use with Chemotherapy Drugs using ASTM D6978-05. Gloves used for protection against chemotherapy drug exposure must be selected specifically for the type of drugs being used.
- Textured fingertips provide excellent tactile sensitivity and dexterity.
- Meets ASTM requirements for testing parameters for specific hazardous drugs-
<http://www.usp.org/compounding/general-chapter-hazardous-drugs-handling-healthcare>
- Not made with natural rubber latex.

2B

DATE: June 14, 2023

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To approve a renewal of the contract between the Lapeer County Sheriff's Office and Central Professional Services, a Collection Agency for the purposes of recapturing some unpaid expenses (room and board) from inmates.

BACKGROUND INFORMATION: Upon release from sentenced jail time an inmate is given 30 days in which to pay or set up a payment plan to repay what is owed to the jail. This contract would help increase the amount paid to the county from released inmates at no cost to the county. Only a percentage of what is recovered.

CONTACT PERSON(S): Sheriff Scott McKenna / Lt. Steve Beebe

SUPPORTING DOCUMENTS: Copy of the contract

DRAFT MOTION:

Motion by _____, supported by _____, to approve the renewal contract agreement between the Lapeer County Sheriff's Office 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 Chairman to sign said agreement.

ATTACHMENTS YES x NO

LAPEER COUNTY SHERIFF'S OFFICE

Collection Agreement



JUNE 13, 2023
CENTRAL PROFESSIONAL SERVICES
801 Sunnyside Drive, Cadillac, Michigan 49601

Central Professional Services

Collection Services Agreement

This Agreement is made by and between the undersigned company (hereinafter referred to as the Client) and Central Professional Services (hereinafter referred to as CPS).

Whereas Client has need for and is interested in obtaining the services of a collection agency; and

Whereas CPS provides collection services and is interested in serving as Collection agent for Client.

Now therefore, in consideration of the mutual benefits, Client and CPS enter into the following agreement:

The Client agrees:

1. To provide CPS with certain delinquent accounts, claims, or other evidence of indebtedness (hereinafter called Claims) on a periodic basis. Furthermore, claims shall be submitted with only accurate data and that the balances reflect legitimate, enforceable obligations of the consumer.
2. That all Claims forwarded to CPS are warranted by Client to be valid and legally enforceable debts and that Client both before and after forwarding said Claims, will comply with all applicable federal and state laws with respect thereto. Further, Client agrees to provide, upon request of CPS a written verification of the Claim: a copy of the judgment, if any, on which the Claim is based; and any other pertinent information to enable CPS to verify a disputed Claim.
3. CPS reserves the right to cancel and return any Claim for cause.
4. That CPS shall be entitled to commission on all monies collected, including insurance payments, in accordance with its fee schedule set forth in the Addendum Terms and Conditions attached hereto and made a part hereof, whether paid direct to Client, or to CPS, as of the Acknowledgment Date of the Claim.
5. To report to CPS all payments, including insurance payments, made directly to Client within two (2) business days of receipt of such payments.
6. That, in order to prevent compromise of CPS collection effort, Client grants CPS control of account and agrees to cease communication with the debtor, and to immediately refer all debtor-initiated contact with Client to CPS in such case. Client shall obtain debtor's identity, home address and telephone, or other telephone number (including written permission to call cell phones) and immediately relay the information to CPS.
7. That Client will not settle or compromise any Claim without CPS's prior knowledge and agreement and that any settlement, whether payments, or as a credit against the debtor's account, shall be considered the same as a cash payment, or collection and shall entitle CPS to its assigned fee, unless otherwise agreed upon between Client and CPS.

8. To authorize CPS to use discretionary judgment in settling Claims as payment in full after 180 days of collection effort, provided no payments have been received on the Claim and provided settlement is made in an amount not less than 80% of the initial placed Claim balance, unless otherwise agreed to by the parties and Client agrees that CPS shall be entitled to its standard commission on the settled amount.
9. To remit to CPS by the 20th of the month in which the itemized statement is issued, all commissions earned thereon by CPS. Unpaid balances carried forward shall accrue interest at a rate of 1.5% per month of the unpaid balance. If collection efforts are required, Client shall pay all costs of collection.
10. To authorize CPS to post existence of Client's Claims on the debtors' credit files with national credit reporting repositories as allowed by the Fair Credit Reporting Act.
11. To forward Claim placements in acceptable format and to include; responsible party's (debtor's) name, Social Security Number, current or last known address, debtor's and relative's last known telephone number, debtor's last known employment, patient name, or service address. Client's account number, date of last sale or service, date of last payment, balance owing and any other information which Client may deem pertinent to effect recovery of the account.

CPS Agrees:

1. That it will use its best effort to effect collection of Client's Claims and that all collection activity shall be performed in compliance with all applicable federal, state and local laws governing debt collection practices.
2. That unless otherwise stipulated in the Addendum Terms and Conditions, no litigation, with respect to any Claims referred hereunder, shall be instituted in any court without the express written consent of Client.
3. To issue a monthly itemized statement of all collections, whether received by Client, or by CPS and all commissions to which CPS is entitled for the month concluded by the tenth (10th) day of the new month; and to remit, with such statement, a check for all monies due Client, as shown on said statement.

It Is mutually agreed:

1. That Claims are accepted by CPS only with the understanding that they are not in the hands of any other collection agency or other third party; and that, if found, presently or in the future, to be placed with another agency or third party collector, CPS hereunder reserves the right to terminate said Claims, and Client shall reimburse CPS for costs expended on said Claims.
2. That as a member of CPS, Client shall be entitled to use any and all other CPS services offered presently, or in the future at the applicable service fees.
3. That each party to this Agreement shall indemnify and hold harmless the other party, its officers, agents, and employees, from and against any and all claims, demands, actions, suits, and proceedings

by others, and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of each party in the performance of this Agreement.

4. That CPS is authorized to endorse and deposit checks, money orders, or other negotiable instruments, made payable to the Client but received by CPS, and Client does hereby constitute and appoint CPS as its agent and attorney-in-fact for such purposes only.
5. That this Agreement shall remain in force and effect for one year, and thereafter, from year to year, agreement will be reviewed annually.
6. Either party may cancel this Agreement at any time, upon ninety (90) days written notice to the other party, and with the stipulation that CPS shall be entitled to continue collection, at the assigned commission rate, of any Claim in process of payment that was referred prior to the notice of cancellation. Claims must be officially withdrawn before giving to another Collection Agency, Attorney, any other Agent or Client directly resuming collection activity.
7. It is further agreed, however, that CPS may, at its sole election and option, discontinue service and cancel this contract for delinquency in payments, for failure of client to fulfill any statutory or other legal duty, for any violation of the terms and conditions of this Agreement, or for any other just cause.
8. That in the event of written termination of this Agreement, either voluntary or involuntary, Client's Claims posted by CPS will be deleted from national credit reporting repositories.
9. That unless terminated by prior written notice, this Agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties hereto.
10. That if any court of competent jurisdiction shall rule that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.
11. The parties hereto agree that this instrument is the full and complete Agreement between them, and is not to be altered, varied, or enlarged upon by any verbal promises, statements or representations and expressed herein. This Agreement shall not be binding upon either party until signed by CPS.
12. In the event that Legal Action is brought against the Client and/or CPS to determine the validity of the debt, CPS will cease all collection activity, remove the debt from the national credit repositories and return the Claim to the Client to respond to the lawsuit at the Client's expense. Upon a Judgment in the Client's favor, the Claim can be reinstated with CPS to resume normal collection efforts including reporting to the national credit repositories at the same contingency rates outlined in this agreement.
13. The below signee hereby states that he/she is the authorized representative of **Lapeer County Sheriff's Office** and has the authority to refer accounts to an Attorney. Authority is hereby given to Central Professional Services to refer any of the accounts given to this collection agency for debt collection purposes to a licensed attorney for suit and post judgment relief, for the purpose of collection of the aforementioned accounts.

Fees and other provisions

Contingency fee - Client agrees to pay CPS for its collection efforts based on the following fee schedule that applies to all monies collected. No fees are charged on uncollected balances:

Collection Fees for Inmate Accounts

50%

Lapeer County Sheriff's Office – Client #8737

Address: 3231 JOHN CONLEY DRIVE, LAPEER, MI 48446

Phone:

Email: kfackler@lapeercounty.org

Signature: _____ **Print Name:** _____

Title: _____ **Date:** _____

Central Professional Services

Mickey Putman – President/Owner ***Date***

Michael Filkins – Account Manager ***Date***

2C

REQUEST FOR ACTION

DATE: _____

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM:

SUMMARY OF REQUEST / INFORMATION: Received a donation to Dive team to purchase equipment, so we are increasing the revenue and increasing the expense. The state is now reimbursing sending officers to the academy that was not known during budgets, so we are increasing the revenue and expenses to that department. This is 100% reimbursable so the expenses will always match the revenue.

ADDITIONAL INFORMATION:

CONTACT PERSON(S):

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to approve the attached Budget Amendment for the Dive Team Division at the Sheriff's Department.

ATTACHMENTS YES___ NO___

LAPEER COUNTY**BUDGET AMENDMENT FORM**

RECEIVED : _____

REVIEWED : _____

FORWARDED: _____

RETURNED : _____

FUND NAME : Sheriff's Department

ORIGINATOR: Jacky Bennett

DATE SUBMITTED: 6/7/23 _____

ACCOUNT NUMBERS			DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	DEPT	ACCOUNT						
207	335	674 . 000	Contributions	2,000.00		5,919.64		7,919.64
207	335	977 . 000	Machinery & Equip	2,000.00		5,919.64		7,919.64
207	320	548 . 000	St Training Reimb	-		30,000.00		30,000.00
207	320	956 . 000	Employee Training	-		30,000.00		30,000.00
		.						-
		.						-
		.						-
		.						-
		.						-
		.						-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

DEPT. HEAD: _____ MOTION #: _____

COMPUTER ENTRY BY: _____

DATE ENTERED : _____

6/06/2023 10.38.45

EXPENDITURE VS BUDGET REPORT

JBENNETT

FI0240

LAPEER COUNTY

PERIOD ENDING 6/30/2023 FISCAL PERIOD 06 YEAR 2023

PAGE 17

FUND 207 SHERIFF'S DEPARTMENT

% Year Completed = 50%

DEPT	ACCOUNT #	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH TO DATE	ACTUAL YEAR TO DATE	% SPENT	UNEXPENDED
335 DIVE TEAM								
	969 000	COST ALLOCATION	.00	.00	.00	130.85	%	130.85-
		TOTAL OTHER SERVICES AND CHARGES	.00	.00	.00	130.85	%	130.85-
	977 000	MACHINERY AND EQUIPMENT	.00	2,000.00	.00	7,744.24	387 %	5,744.24-
		TOTAL CAPITAL OUTLAY	.00	2,000.00	.00	7,744.24	387 %	5,744.24-
335 DIVE TEAM		TOTAL DEP	.00	2,000.00	.00	7,875.09	394 %	5,875.09-

↑
Increase
Revenue Increase
Expenses

6/07/2023 15.26.45

REVENUE VS BUDGET REPORT

JBENNETT

FI0230

LAPEER COUNTY

PERIOD ENDING 6/07/2023 FISCAL PERIOD 06 YEAR 2023

PAGE 1

FUND 207 SHERIFF'S DEPARTMENT

% Year Completed = 50%

DEPT	ACCOUNT #	DESCRIPTION	ORIGINAL REVENUE	AMENDED REVENUE	ACTUAL MONTH TO DATE	ACTUAL YEAR TO DATE	% RECVD	UNRECEIVED
335 DIVE TEAM	674 000	CONTRIBUTIONS	.00	2,000.00	.00	7,919.64	396 %	5,919.64-
		TOTAL OTHER REVENUE	.00	2,000.00	.00	7,919.64	396 %	5,919.64-
335 DIVE TEAM		TOTAL DEP	.00	2,000.00	.00	7,919.64	396 %	5,919.64-
207 SHERIFF'S DEPARTMENT		TOTAL FUND	.00	2,000.00	.00	7,919.64	396 %	5,919.64-
		GRAND TOTALS	.00	2,000.00	.00	7,919.64	396 %	5,919.64-

6/06/2023 10.38.45

EXPENDITURE VS BUDGET REPORT

JBENNETT

FI0240

LAPEER COUNTY

PERIOD ENDING 6/30/2023 FISCAL PERIOD 06 YEAR 2023

PAGE 12

FUND 207 SHERIFF'S DEPARTMENT

% Year Completed = 50%

DEPT	ACCOUNT #	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH TO DATE	ACTUAL YEAR TO DATE	% SPENT	UNEXPENDED
	320	TRAINING						
	548-000	STATE TRAINING REIMBURSEMENT	.00	.00	.00	7,130.64-	%	7,130.64
		TOTAL STATE GRANTS	.00	.00	.00	7,130.64-	%	7,130.64
	956 000	EMPLOYEE TRAINING	.00	.00	.00	7,130.64	%	7,130.64-
		TOTAL DEBT SERVICE	.00	.00	.00	7,130.64	%	7,130.64-
320	TRAINING	TOTAL DEP	.00	.00	.00	.00	%	.00

3

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 Lapeer County (Political Subdivision), with a fiscal year end date of December (month) 31 (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 3rd District and the Office of the Public Health Preparedness Bio-Defense Network region.
- 1.7. **Region 3 Homeland Security Planning Board (Region 3 Planning Board)** means the Regional Homeland Security Planning Board for Region 3, as created by the Michigan Homeland Protection Board, and is comprised of the Counties from the Region.
- 1.8. **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: Lapeer County
-
- 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: Lapeer County

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: Tom Kohlman, Chairman

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.E Category:	Building a capability
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: 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. ✓ 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. ✓							
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:

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.

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.

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.

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

Environmental and Historic Preservation Compliance. 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. 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.

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. Asbridge</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 may not 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.

Last updated May 6, 2022

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**Michigan 3rd 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 1st and all projects should be completed by September 1st 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 1st.** 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 1st 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 MAGLOCLIN 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 1st 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 1st. 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 1st. 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 19th. 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 18th 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, 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 4th. 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 12th 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

Tentative Total Grant Amount	\$	802,421.00
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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 - MAGLOCLEN 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



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

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

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

Jennifer 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

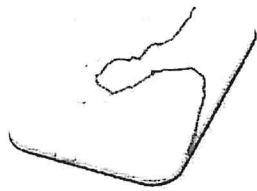
Rob Kelly

Region 3 CCP

Richard Ripke

District 3 Coordinator

Lt. Charles Barker



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. Jennifer Boyer

Midland

4. Chris Barker

MSP

5. [Signature]

Sanilac

6. Scott Rice

Alcona

7. Mike Bowers

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 Upper

R3

13. Jeffrey Satkowski

Lapeer County

14. Bob North

Gladwin County

15. _____



Region 3 Homeland Security Planning Board



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

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

Alcona County

Scott Rice
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Cari Hillman

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Todd Hillman

Tuscola County

Steve Anderson

Region 3 HPN

Rob Kelly

Region 3 CCP

Richard Ripke

District 3 Coordinator

Lt. Charles Barker

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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. [Handwritten signature]

R3 IMT / MFI

2. Christopher C Lince

R3 IMT / MFI

3. C. Metropoulos

Genesee

4. _____

5. _____

6. _____

7. _____

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10. _____

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13. _____

14. _____

15. _____

"Exhibit B"

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

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

September 1, 2022 to May 31, 2025

Assistance Listings Number: 97.067 Grant Number: EMW-2022-SS-00031-S01

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, 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 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 or by emailing 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.
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.

V. Responsibilities of the Recipient

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

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

VI. Reporting Procedures

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

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

VII. Payment Procedures

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

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

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may retain interest up to \$500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must remit any interest earned over \$500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, 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

NBUPML2KFH22
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.

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.

"Exhibit D"



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.

This Transfer of Ownership Agreement (TOA) is executed by

_____ (JURISDICTION) on _____ (Date)

Make/Model of Equipment: _____

Serial Number(s): _____

Jurisdiction Receiving Equipment: _____

Printed Name of Individual Receiving Equipment: _____

Organization: _____

Address: _____

Phone: _____

Email: _____

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

Signature of individual receiving equipment

Date

REQUEST FOR ACTION

4

DATE: 6 July 2023

X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: BOC

FROM: Kathy Haskins, BSN, MPH

SUMMARY OF REQUEST / INFORMATION: Request authorization to accept the Region 10 PIHP Contract Amendment # for a total amount of \$. See attached agreement for breakdown.

ADDITIONAL INFORMATION: This is additional monies above the original contract.

CONTACT PERSON(S): Kathy Haskins and Todd Anglebrandt

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Copy of the Amendments

DRAFT MOTION: Motion by , supported by to accept the Region 10 PIHP Prevention Services contract amendment # , for a total of \$.

ATTACHMENTS YES X NO



Clear Form

Prevention Contract Amendment Proposal Form

If an amendment is necessary, this proposal may be submitted anytime.

Agency Name: AICC

Date: 7/02/2023

Existing Contracted Prevention Services								
Current				Proposed				
Current MBO/Strategy Code	Annual Contracted Units	Unit Cost	Annual MBO/Strategy Budget	+/- of Units	Units of Service	Unit Rate	Annual Strategy Budget	Effective Amendment Date
5003	488	\$37.00	\$18,056.00	+12	500	\$37.00	\$18,500	6/15/23
5006	636	\$37.00	\$23,532.00	+64	700	\$37.00	\$25,900.00	6/15/23
6013	767	\$37.00	\$28,379.00	+33	800	\$37.00	\$29,600.00	6/15/23
6010	100	\$37.00	\$3,700.00	+56	156	\$37.00	\$5,772.00	6/15/23
Proposed New Prevention Services								
New Proposed Service/Strategy Code*		Annual Units		Unit Cost		Annual Budget		



Prevention Contract Amendment Proposal Form

Specific Rationale for all proposed Amendments:

AICC is requesting additional funding from Covid Block Grant funding to support 5 strategies for the remainder of FY23 due in an increase in utilization.

AICC is also requesting a shift in funding from 1 unit of Synar due to the state only choosing 6 stores instead of 7 stores that was planned for FY23. This unit will be shifted to 6007/E03 that is currently being funded by the additional SAPT Block grant funding.

* Any newly proposed prevention services must be accompanied by a Prevention Provider Work Plan and a Provider Services Cost Summary.



Clear Form

Prevention Contract Amendment Proposal Form

If an amendment is necessary, this proposal may be submitted anytime.

Agency Name: AICC

Date: 7/02/2023

Existing Contracted Prevention Services								
Current				Proposed				
Current MBO/Strategy Code	Annual Contracted Units	Unit Cost	Annual MBO/Strategy Budget	+/- of Units	Units of Service	Unit Rate	Annual Strategy Budget	Effective Amendment Date
6018	219	\$37.00	\$8,103.00	+81	300	\$37.00	\$11,100	6/15/23
4002	7	\$77.00	\$539.00	-1	6	\$77.00	\$462.00	6/15/23
6007	259	\$37.00	\$9,583.00	+2	261	\$37.00	\$9,657.00	6/15/23
Proposed New Prevention Services								
New Proposed Service/Strategy Code*		Annual Units		Unit Cost		Annual Budget		



Prevention Contract Amendment Proposal Form

Specific Rationale for all proposed Amendments:

COVID SUPPLEMENTAL FUNDING


Increase 5003/P04 by 12 units @ \$37.00 = \$ 444.00
Increase 5006/P02 by 64 units @ \$37.00 = \$ 2,368.00
Increase 6013/E03 by 33 units @ \$37.00 = \$ 1,221.00
Increase 6010/E03 by 56 units @ \$37.00 = \$ 2,072.00
Increase 6018/P02 by 81 units @ \$37.00 = \$ 2,997.00

Total revenue increase = \$ 9,102.00

SAPT BLOCK GRANT FUNDING

Decrease 4002/V02 by 1 units @ \$77.00 = \$ 77.00
Increase 6007/E03 by 2 units @ \$37.00 = \$ 74.00

Unused revenue remaining = \$ 3.00

* Any newly proposed prevention services must be accompanied by a Prevention Provider Work Plan and a Provider Services Cost Summary. 



Prevention Contract Amendment Proposal Form

PREVENTION CONTRACT AMENDMENT PROPOSAL FORM

INSTRUCTIONS

Purpose: This form is used by the Provider to request an amendment to the MBO codes utilized in their contract. Changes requiring an amendment include the addition of new codes, the removal of underutilized MBO codes, reallocation of units from one code to another and/or other unit quantity changes. It can be submitted at any time during the fiscal year however, an amendment request will not be accepted or approved after the fiscal year has ended.

Spreadsheet Description: This form is two pages. The first page is to be a summary of changes being requested. The left side column of the first page is for Current Contracted Services and the right-side column is for the Proposed Changes to those services. The column on the right will denote the changes being requested and all fields should be filled out completely. Under these fields is a section for addition of new codes. **Please note when adding new codes**, you must submit a Cost Summary form and a Workplan for new each code to be added. Finally, the second page contains a text box for a summary of the rationale for the proposed amendment. Include rationale for all changes being requested on the first page of the amendment form.

Process:

1. The Provider will complete an amendment form and submit it to the SUD Prevention Administrative Coordinator. Please note, if a new service is being proposed the Amendment must also include an attached Prevention Provider Work Plan and Cost Summary form. These forms can be found on the Region 10 website under the Forms tab in the SUD Prevention section.
2. The PIHP will review and consider the proposed amendment request.
3. The PIHP review will include a summary of how the amendment impacts the overall budget. Ensure the reallocation, addition, or subtraction of units changes the overall budget **as minimally as possible**.
4. Once the amendment request is approved, the PIHP will create an Amendment to the Provider Services Contract and will send to the Provider for signature.

Instructions:

Current Contracted Prevention Services Section:

Current MBO/Strategy Code: Enter MBO and strategy code of the service(s) to be amended.

Annual Contracted Units: Enter the current annual contracted units for the MBO/strategy code to be amended. This information is found on the Attachment A of your Region 10 Prevention contract.

Unit Cost: Enter the current unit cost of the MBO/strategy code to be amended.

Annual Strategy Budget: Enter the current annual budget for the MBO/strategy code to be amended. (Number of units multiplied by unit rate).

Proposed Changes to Prevention Services Section:

+/- of Units: Indicate whether the units are to be added to or subtracted from the MBO/strategy code as well as the quantity of units to be changed.

Total Units of Service: Enter the new proposed total number of units for the MBO/strategy code to be amended.

Unit Cost: Enter the proposed unit rate for the MBO/strategy code to be amended.

Annual Strategy Budget: Enter the proposed annual strategy budget for the MBO/strategy code to be amended. This is obtained by multiplying the number of total units by the unit rate.

Effective Amendment Date: Enter the date the amendment is proposed to be effective. This should be a future date.

Proposed New Prevention Services:

New Proposed Service/Strategy Code: Enter name of new proposed prevention service and strategy code. Attach a Prevention Provider Work Plan and a Provider Services Cost Summary.

Annual Units: Enter number of planned annual units for new proposed prevention service/strategy code.

Unit Cost: Enter the unit rate of the new proposed prevention service/strategy code.

Annual Budget: Enter the amount of the annual budget for the new proposed prevention service/strategy code.

Specific Rationale for Proposed Changes:

Enter the rationale for all proposed amendments.



Clear Form

Prevention Contract Amendment Proposal Form

If an amendment is necessary, this proposal may be submitted anytime.

Agency Name: AICC

Date: 6/22/2023

Existing Contracted Prevention Services								
Current				Proposed				
Current MBO/ Strategy Code	Annual Contracted Units	Unit Cost	Annual MBO/ Strategy Budget	+/- of Units	Units of Service	Unit Rate	Annual Strategy Budget	Effective Amendment Date
2009/E03	324	\$37.00	\$11,988.00	+108	432	\$37.00	\$15,984.00	6/30/23
3016/E03	288	\$37.00	\$10,656.00	+96	384	\$37.00	\$14,208.00	6/30/23
Proposed New Prevention Services								
New Proposed Service/Strategy Code*		Annual Units		Unit Cost		Annual Budget		



Prevention Contract Amendment Proposal Form

Specific Rationale for all proposed Amendments:

Increase 2009/E03 by 108 units @ \$37.00 = \$ 3,996.00

Increase 3016/E03 by 96 units @ \$37.00 = \$ 3,552.00

Total revenue increase = \$ 7,548.00

AICC is requesting additional funding from Covid Block Grant funding to support these two tragedies for the remainder of FY23 due in an increase in utilization.

* Any newly proposed prevention services must be accompanied by a Prevention Provider Work Plan and a Provider Services Cost Summary.

5A

DATE: July 3, 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 July 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 #15313

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, 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.

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

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

July 3, 2023

Jackie Arnold, Interim County Administrator
Controller & CFO
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Ms. Arnold:

Attached please find our invoice for services through June 30, 2023.

Invoice No. 15313

Lapeer County –	
General	\$ 795.00
Sheriff's Department	\$ 45.00
CMH	\$ 1,200.00
FOC	\$ 0.00
District Court	\$ 0.00
Health Department	\$ 600.00
911 MAPE	\$ 0.00
911 POAM	\$ 0.00
Non-Union	\$ 0.00

TOTAL DUE	\$ 2,640.00
------------------	--------------------

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

Cc Doreen Clark, Assistant to County Administrator/Controller

5B

REQUEST FOR ACTION

DATE: July 7, 2023

 X REQUEST FOR ACTION
 FOR YOUR INFORMATION
 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Administration/Finance

SUMMARY OF REQUEST / INFORMATION: Request to adopt the Tentative FY 2024/2025 Biennial Budget Calendar and to change the County's Fiscal Year Ending to September 30th beginning September 30, 2025 and thereafter.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Jackie Arnold, CFO

BACKGROUND INFORMATION: There are currently several funds that are consistent with the State's 9/30 fund ending, and it would be in the County's best interest to have all fund endings the same, as well as for auditing purposes.

SUPPORTING DOCUMENTS:

DRAFT MOTIONS:

1. Motion by _____ supported by _____ to adopt the Tentative FY 2024/2025 Biennial Budget Calendar, as attached.
2. Motion by _____ supported by _____ to change the County's Fiscal Year Ending from December 31st annually to September 30th, effective beginning September 30, 2025 and thereafter.

TENTATIVE

LAPEER COUNTY 2024/2025 BIENNIAL BUDGET CALENDAR

?????, 2023	State Adopts State 2024/2025 Fiscal Year Budget
July 17, 2023	2024/2025 Biennial Budget On-Line Revenue Worksheet Forms Available to Departments
July 31, 2023	Final Date for Reviewed/Revised 2023/2024/2025 On-Line Revenue Worksheet Forms Completed by Departments
July 17, 2023	2024/2025 Biennial Budget On-Line Expense Worksheet Forms Available to Departments
July 31, 2023	Final Date for Reviewed/Revised 2023/2024/2025 On-Line Expenditure Worksheet Forms Completed by Departments
August 24, 2023	2024/2025 Draft of Budget Reviewed by Board
August 31, 2023	Revised Draft Departments Budgets Based on Adjusted Revenue and Expense Projections available on-line.
September 05-08, 2023	Dates will be set for this week -Budget Hearings with Departments
September 14, 2023	Revised Draft Budget Reviewed by Board after COW
September 28, 2023	Full-Board Authorizes Public Notice and Sets Public Hearing
October 15, 2023	Public Notice "Published" by County Clerk
October 16 - 26, 2023	Proposed Budget on Display in County Clerk's Office and County Administration Office
October 26, 2023	Public Hearing for Proposed Budget & Truth in Budgeting Hearing at Full-Board
October 26, 2023	Full Board Adopts 2024/2025 Rolling Biennial Budget

5D

REQUEST FOR ACTION

DATE: July 7, 2023

☒ REQUEST FOR ACTION
☐ FOR YOUR INFORMATION
☐ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Administration/BOC

SUMMARY OF REQUEST / INFORMATION: The BOC Special AdHoc Committee consisting of Commissioners Howell, Hamilton and Chairman Kohlman met last week and made recommended updates to a previous RFP for Legal Counsel services. Changes were implemented and the RFP needs to be approved and released. These will be due back on August 9, 2023 and opened and announced at the August 10th COW meeting.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Moses Sanzo, County Controller/Doreen Clark, Office Manager

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTIONS:

Motion by _____ supported by _____ to approve the attached Request for Proposal for Legal Counsel Services and authorize the County Administration Office to immediately release the RFP and post it on the County's website.

COUNTY OF LAPEER

REQUEST FOR PROPOSALS



FOR CONTRACTUAL LEGAL SERVICES

Issued: July 13, 2023

ISSUED BY: LAPEER COUNTY BOARD OF COMMISSIONERS
255 Clay Street, Suite 301, Lapeer, MI 48446

DUE DATE: 4:00 P.M. ON WEDNESDAY, AUGUST 9, 2023

Objective: The objective of this Request for Proposal is to obtain qualified legal services for Lapeer County to handle General Counsel work on governmental matters on an as-needed basis as determined by the County and excludes litigation and labor services and other legal specialties at the sole discretion of the County. The Lapeer County Board of Commissioners invites interested attorneys and/or legal firms to submit written proposals to provide legal services for Lapeer County on a contractual basis for a one-year period with an optional one-year extension upon mutual consent of both parties under the same terms and conditions. This is a first-time RFP and the amount of actual legal service this may require during the year is not known.

Submission of Proposals: Proposals should be addressed to:

**Lapeer County
Attn: Controller/Administrator
255 Clay Street, Suite 301
Lapeer, MI 48446**

Please submit one sealed envelope, with all requested information no later than **4:00 p.m. on Wednesday, August 9, 2023.**

TECHNICAL SPECIFICATIONS

Statement of Work: The County of Lapeer, Michigan (County) is seeking proposals from qualified law firms, attorneys, or legal professionals to provide general counsel for legal issues involving the operation of a county government. The work will involve: serving as the County of Lapeer's legal counsel for general local government matters; performing legal work providing advice to representatives of the County, as assigned through referral of the County Administrator or as directed by the Board of Commissioners; advising the Board of Commissioners on statutory compliance measures; advising the Board of Commissioners in relation to Robert's Rules of Order; and other general matters.

The scope of legal services in this RFP excludes legal services relating to claims and lawsuits against the County, its elected and appointed officials, employees, or other individuals for which the County is providing a defense. The County reserves the right to arrange for any legal services on a case-by-case basis, and pursuant to agreements or requirements of the applicable insurance carrier(s) and/or third-party administrator(s). The RFP also excludes Labor Relations and Employment services.

General Duties of the County Attorney: Research and render opinions on local government matters relating to compliance with applicable local State and Federal laws

- a. The Attorney shall act as legal advisor to and be attorney and counsel for the County Administrator and/or the Board of Commissioners and shall be responsible to the Board of Commissioners. He shall advise any officer or department head of the County in matters relating to his official duties when so requested and shall file with the Clerk a copy of all written opinions given by him.
- b. The Attorney shall prepare and review all ordinances, contracts, bonds and other written instruments which are submitted to him by the County Administrator and/or the Board of Commissioners and shall promptly give his opinion as to the legality thereof.
- c. The Attorney shall call to the attention of the Board of Commissioners and the County Administrator all matters of law, and changes of developments therein, affecting the County.
- d. The Attorney shall perform such other duties as may be prescribed for him by the County, by ordinance or by direction of the Board of Commissioners and/or the County Administrator.
- e. Upon recommendation of the Attorney or at the County's sole discretion, the Board of Commissioners may retain special legal counsel to handle any matter, in which the County has an interest, or to assist and counsel with the County Attorney therein or to represent the County.

General Information: The result of this proposal will be the retention of the successful firm as the County's general counsel for a one-year period with one optional one-year extension, upon mutual consent of both parties, under the same terms and conditions. Rates will remain the same throughout the length of the contract.

Termination: Either party may terminate this Agreement upon thirty (30) days written notice of such termination (herein called a "Notice of Termination") given before the effective date of the termination notice. In the event either party elects to terminate the relationship, the firm will be required to turn over to the County or to other counsel designated by the County all files relating to the County and any work product produced in connection with County work of any kind and nature whatsoever.

Qualifications Proposal: Please submit the following information:

1. Business Profile

- a. Describe the firm's organization and structure;
- b. Provide a brief history of the firm;
- c. List areas of specialty.

2. Firm and Individual Attorney Experience

- a. Describe the qualifications of each individual who will provide legal services to the County including:
- b. Name of individual to be designated County Attorney as well as all associate or assistant attorneys and their areas of expertise;
- c. Legal training and years of practice (including date of admittance to the Michigan Bar);
- d. Years of municipal or other local public sector law practice as a full- time local government attorney and/or in a private law office specializing in municipal law;
- e. Knowledge and/or experience with Michigan municipal law;
- f. Litigation experience and cite examples of significant and notable cases.

3. Accessibility and Responsiveness

- a. Accessibility:
 - Indicate Attorney who would be primary contact for the County and their accessibility.
 - Identify whom you would designate as a competent substitute for legal services for the County in the event that you were unavailable.
- b. Responsiveness:
 - Describe the standard time frame for responses by the County Attorney to direction and/or inquiry from the County Board of Commissioners or County Administrator.

4. Current Practices and Conflict of Interests

- List all municipal clients for which you or your firm currently provide services.

5. General Information

- Submit two briefs and/or legal opinions.

Cost Proposal: Specifically, this information should include but is not limited to:

- a. Describe, in detail, how you intend to charge the legal services for the Lapeer County (your proposed contract fee structure).
- b. State the hourly rates and/or fee structure for the designated County Attorney and all associates for general work, and for special services, such as litigation, if at a different rate.

Evaluation and Selection Process

- a. Proposals will be submitted to the ad-hoc committee. The ad-hoc committee will be responsible for the screening process.
- b. The ad-hoc committee will be responsible for interviewing qualified candidates. The individual County Board of Commissioner's members will have the opportunity to preview/interview all applicants. The entire County Board of Commissioners will participate in this final selection process. The County Board reserves the right to interview or not interview candidates at their sole discretion.
- c. The County Administrator will negotiate the terms and conditions of the agreement. The County Board of Commissioners will have final approval of any agreement.

INSTRUCTIONS TO PROPOSERS

1. **Proposals**

Proposals are requested to furnish the Lapeer County with legal services for general local government matters conforming to the specifications contained herein.

Proposed Time Frame:

Due: **4:00 p.m. on Wednesday, August 9, 2023**

2. **Rights of the County**

The County of Lapeer reserves the right to award proposals in the best interest of the County. The County reserves the right, to accept or reject any and all proposals, or any items or part thereof, or to waive any irregularity in proposals.

Responsiveness will be determined on the basis of the Offeror's adherence to all specifications and other proposal requirements. Such determination shall be made after each proposal opening. The County at its sole discretion will determine who is best suited to perform the services required.

EMPLOYMENT DATA SHEET

Please complete and submit with your proposal response

1. Name of Business _____
2. Business Address _____
3. Phone _____ Business Fax _____ E-mail _____
3. Business Classification (check all that apply):
_____ Individual _____ Partnership _____ Corporation
4. Federal Tax Number _____
5. Name of Owner _____
6. Does firm maintain insurance in amounts specified within the proposal:
Yes _____ No _____
If No, describe differences: _____
7. Are there claims that are pending against this insurance policy?
Yes _____ No _____
If Yes, describe: _____
8. During the past five years, has the firm, business, or any attorney in the firm or business, been involved in any (1) bond forfeiture, (2) litigation personally involving the firm, business or any attorney in the firm or business (other than dissolution of marriage), or 3) claims filed with any insurance carrier concerning the firm, business, or any attorney in the firm or business, and/or (4) Bar Association complaints? If Yes, attach an explanation. Yes _____ No _____
9. Has the company been in bankruptcy, reorganization or receivership in last five years?
Yes _____ No _____

Having carefully examined all the documents of the solicitation, including the instructions, the Contract and Terms and Conditions, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with all submitted proposal information.

Firm Name: _____

FID #: _____

Signature: _____

Print Name: _____

Insurance Requirements

If awarded the contract, the Attorney shall not commence work until it has obtained the insurance required in the Request for Proposals. All coverage shall be with insurance carriers acceptable to the County. The Attorney shall require each of its subcontractors to maintain insurance as outlined in the Request for Proposals. If any insurance is written with a deductible or self-insured retention, the Attorney shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the Attorney's indemnification of the County. The Attorney and its subcontractors shall procure and maintain during the term of the Agreement made pursuant to the Request for Proposals the following coverage:

1. Professional Liability Insurance issued on an "occurrence" or "claims made" basis with limits of liability of not less than \$3,000,000
2. Indemnification - Except Professional Liability. To the fullest extent permitted by law, Attorney expressly agrees to indemnify and hold County harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages based upon any negligent act or omission, or willful or wanton misconduct, or Attorney or anyone acting on Attorney's behalf, in connection with or incident to this Contract or the work to be performed hereunder, except that Attorney shall not be responsible to indemnify the County for losses or damages caused by or resulting from the County's sole negligence.

60

REQUEST FOR ACTION

DATE: July 7, 2023

X REQUEST FOR ACTION
 FOR YOUR INFORMATION
 REQUEST FOR INFORMATION

TO: **Lapeer County Board of Commissioners**

FROM: **Administration**

SUMMARY OF REQUEST / INFORMATION: In order to better provide substance abuse and counseling services to the citizens of Lapeer County, and to provide those services at a financially responsible manner, the County is recommending the merger of the AICC (Alcohol Information and Counseling Center) Program at the County Health Department with the new program under the Community Mental Health Department. All services and clients will continue under the new program. Labor Counsel assisted with the negotiation and written agreement in order to transfer the current AFSCME employees under the Teamsters CMH Unit, as well as the non-union supervisor position.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Jackie Arnold / Doreen Clark

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION

Motion by _____ supported by _____ 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 CMH 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.



1570 Suncrest Dr., Lapeer, MI 48446 810.667.0500 810.664.8728 lapeercmh.org

05/24/2023

To: Community Mental Health Board

From: Emma McQuillan, CMH CFO

RE: AICC Financial Analysis

1. For Q1 and Q2 of FY23, Region 10 reimbursed AICC \$50,797 for fee for service. With CMH's enhanced rates, it would have totaled \$251,294. The proposed enhanced rates from Region 10 would increase AICC revenue by approximately \$200,497 annually.
2. AICC is responsible for \$91,169 in Cost Allocation at the Health Department. CMH estimates a \$3,657.58 per FTE for cost allocation. With 5.7 FTEs, cost allocation at CMH would cost AICC about \$20,848- a decrease of \$70,321.
3. AICC has a full time account clerk. The total cost for this position is \$80,133. At CMH, the account clerk would move departments (from AICC to Finance). CMH has a 9.29% overhead rate to cover all administrative and support staff costs. This is a decrease for AICC of about \$20,762.
4. A portion of each county's state convention facility development fund revenue be distributed for substance abuse prevention and treatment programs within the county. Proceeds are known as PA2 Funds. Public Act 2 (PA2) Funding is to be provided to the PIHP through the Counties. At this time, Lapeer County does not transfer any PA2 funds to Region 10. Region 10 agreed to enhance rates as long as we transfer the PA2 funding. Lapeer County's FY23 projected state convention revenue is \$325,246. AICC will receive 50% or \$162,623.
5. In 2021, a \$26 billion nationwide settlement was reached to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors. The state of Michigan is slated to receive nearly \$800 million over 18 years. 50% of the settlement amount will be sent directly to county and local governments. The county has received \$174,000 at this time. A portion of these funds will be utilized to provide prevention and treatment services in Lapeer County.
6. AICC staff could have the opportunity to spend a portion of their time in the IDDT/Co-Occurring Department in addition to the SUD Only services. It would shift the cost from AICC to Mental Health. It is difficult to put a cost savings on this potential efficiency.



	AICC at Health Department	Increases or (Decreases)	AICC at CMH	Comments
Total Revenue	\$ 579,242.00	\$ 200,497.00 \$ (162,623.00) \$ 70,000.00	\$ 687,116.00	Enhanced Rates (1) Transfer to R10 (4) Opioid Settlement (5)
Total Expenses	\$ 776,717.00	\$ (70,321.00) \$ (20,762.00)	\$ 685,634.00	Cost Allocation (2) Overhead/Staff Designation (3)
Difference	\$ (197,475.00)		\$ 1,482.00	

The financial conditions are favorable for Lapeer Community Mental Health to absorb AICC from the Lapeer County Health Department pending favorable outcomes of the following points of negotiation:

- County transfer of all current revenue
- Region 10 PIHP approves Lapeer CMH's proposed enhanced rates
- Union Negotiation (AICC transfer from ASFCME to Teamsters)
- Value of AICC staff employee contribution for retirement (MERS)
- Access to opioid dollars for prevention and treatment



REQUEST FOR ACTION

DATE: 7/11/23

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Rachel Horton (Animal Control)

SUMMARY OF REQUEST / INFORMATION: Request to pay Jeremiah Brown \$5000 for the purchase of the petmanager program from fund 225-431-850-200. This includes a version for dispatch, ability to send reminders electronically, and custom reports from the program. This program can be expanded to sell licenses to veterinarians.

ADDITIONAL INFORMATION: In 2022, Animal Control evaluated its website, online license sales, adoption program, and law enforcement complaint system. We elected to eliminate shelterpro and expand to other programs that would meet all of our needs.

CONTACT PERSON(S): Rachel Horton (Animal Control Chief)

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Additional Quotes

DRAFT MOTION:

Motion by _____, supported by _____, to authorize the Lapeer County Animal Control Office to purchase the PetManager Program for online licensing from Jeremiah Brown at a cost of \$5,000, 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.

ATTACHMENTS YES x NO _____

Invoice No.: 5519
Date: 03/17/2020
Customer No.: 48446

INVOICE

Payable To:
RoseRush Services, LLC P.O. Box 2006 Buena Vista, CO 81211

Bill To:
Lapeer County Animal Control 2396 W Genesee Street Lapeer, MI 48446

TERMS <i>Due upon receipt</i>

1	Shelter Pro Portal Annual Fee	\$2,600.00
1	Shelter Pro Software—Annual Software and Upgrades	\$1650.00
<i><u>Thank you for your order!</u></i>		

SUBTOTAL	\$4,250.00
PROCESSING	\$0.00
TOTAL DUE	\$4,250.00

HLP, INC. PRICE QUOTE #100813

Lapeer County Animal Control

2396 W Genessee St

Lapeer, MI 48446

Item	Price	Qty	Amount	Totals
CHAMELEON PRODUCTS :				
Chameleon/CMS Software License	\$12,000	1	\$12,000	
- DISCOUNT for direct purchase (no RFP/Contract)	(\$2,200)	1	(\$2,200)	
Chameleon Public Access Software License	\$9,800	1	fee waived	
- ChamCam Plus imaging package	\$150	1	fee waived for first package	
- PaWWW Kiosk - software only	\$600		\$0	
PRODUCTS TOTAL (shipping included)				\$9,800
Sales Tax on products only (AZ, CA, CO, FL, IL, KY & NM)				\$0
<small>*estimated and will reflect current tax rate at time of billing</small>				
SOFTWARE SUPPORT & MAINTENANCE :	annual required licensing fees			
Chameleon/CMS Software annual fee				
- limited to a single server & 3 workstations	\$960	4	\$3,840	
- limited to no Field Service Units	\$240		\$0	
-limited to no GPS, (add Chameleon Mapping for no additional cost!)	\$240		\$0	
- limited to no PocketCham	\$240		\$0	
Chameleon Public Access Software annual fee				
- limited to no PAWWW Kiosk	\$960		\$0	
Certified data connect license required for all 3rd party applications connecting to database				
SUPPORT & MAINTENANCE TOTAL				\$3,840
Chameleon QuickKennel, PostMaster & ActiveAgent	All Included!			
COMPUTER SERVICES :				
Software Customization per day	\$600		\$0	
Conversion of files into Chameleon	Not Bid			
Software Tuning & Training per day (on site) includes travel time	\$900	5	\$4,500	
SERVICES TOTAL (all expenses included)				\$4,500
TOTAL PRICE QUOTE				\$18,140
DELIVERY: Software is installed remotely ASAP after P.O. received. No magnetic media is shipped.				
Services are offered at available time on HLP calendar, after P.O. received.				
TERMS: Payment is due 30 days of Invoice date. Products billed when shipped, Services billed as provided.				
Fee charged monthly at 60 days past due.				
Microsoft Windows 2000 Server, Microsoft SQL Server, latest edition and Crystal Report Writer professional, latest edition				
must be purchased and pre installed locally.				

HLP, INC
9888 W Belleview Ave #110
Littleton, Co. 80123
866-844-3924 fax

TO: Carla Frantz
cfrantz@lapeercounty.org

From: Robin Kee
Robin@chameleonbeach.com
(800) 459-8376
Date 10/8/13
Price set for 60 days

Rachel Horton

From: Alex James <alex@shelterbuddy.com>
Sent: Wednesday, May 18, 2022 11:55 AM
To: Rachel Zender
Subject: Shelter Software Options

Hi Rachel,

Thank you so much for your interest in ShelterBuddy. Based on your size, ShelterBuddy is not the best fit to get you where you need. Are you aspiring to do over 500 annual intakes / outcomes? We find shelters get the most for their investment with numbers like these and want to help you be as successful as we can.

Thank you,
Alex

#9072

Jeremiah Brown

1338 Denies st
Burton, MI, 48509
dsjeredc@gmail.com
P: 810-877-8825

INVOICE

Invoice No.: 1
Invoice Date: 5/23/23

BILL TO:

Lapeer County Animal Control

2396 W Genesee St

Lapeer, MI 48446

DESCRIPTION	AMOUNT
PetMan Shelter Program (Base)	\$5,000.00
Yearly support \$1000.00 (Included for first year)	\$0.00
Dispatch version (Included)	\$0.00
Server version for scheduled tasks and reminders (Included)	\$0.00
Custom reports that AC needs (Included)	\$0.00

Notes: Future plans to add a Vet version that remote vets can license and do other tasks that Animal control dictactes.

Will be priced per vet but will be dependent on the amount of work.

TOTAL \$5,000.00

Make all checks payable to Jeremiah Brown

Thank you for your business!

Petmanager Program Install
Acc. 225-431-850-200

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REQUEST FOR ACTION

DATE: 6 July 2023

X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: BOC

FROM: Kathy Haskins, BSN, MPH

SUMMARY OF REQUEST / INFORMATION: Request authorization to accept the Region 10 PIHP Contract Amendment # 9 for a total amount of \$ 9,102.00. See attached agreement for breakdown.

Request authorization to accept the Region 10 PIHP Contract Amendment # 10 for a total amount of \$ 7,548.00. See attached agreement for breakdown.

The total amount of additional revenue from Region 10 PIHP Contract Amendment #9 and #10 totals \$16,650.00.

ADDITIONAL INFORMATION: This is additional monies above the original contract.

CONTACT PERSON(S): Kathy Haskins and Todd Anglebrandt

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Copy of the Amendments

DRAFT MOTION: Motion by _____, supported by _____ to accept the Region 10 PIHP Prevention Services contract amendment # , for a total of \$.

ATTACHMENTS YES X NO



CONTRACT AMENDMENT #9

Region 10 PIHP, 3111 Electric Avenue Suite A, Port Huron, MI 48060 (hereinafter referred to as the "PIHP"), and Alcohol Information and Counseling Center (hereinafter referred to as the "PROVIDER") mutually agree to and hereby make this Amendment to the FY2023 Prevention Services Network Contract, the term being October 1, 2022 through September 30, 2023.

Amendment Effective Date: June 15, 2023.

Amendment Purpose: To Revise Contracted Prevention Services

Summary of Changes: Attachment A: PROGRAM SERVICES

ADD: 12 additional units to MBO 5003 at a unit rate of \$37.00 totaling \$444.00 (utilizing CSUGS funding)
ADD: 64 additional units of MBO 5006 at a unit rate of \$37.00 totaling \$2,368.00 (utilizing CSUGS funding)
ADD: 33 additional units of MBO 6013 at a unit rate of \$37.00 totaling \$1,221.00 (utilizing CSUGS funding)
ADD: 56 additional units of MBO 6010 at a unit rate of \$37.00 totaling \$2,072.00 (utilizing CSUGS funding)
ADD: 81 additional units of MBO 6018 at a unit rate of \$37.00 totaling \$2,997.00 (utilizing CSUGS funding)
ADD: 2 additional units of MBO 6007 at a unit rate of \$37.00 totaling \$74.00 (utilizing SAPT Block Grant Funding)
REMOVE: 1 unit of MBO 4002 at a unit rate of \$77.00 decreasing \$77.00 (from SAPT Block Grant Funding)

INCREASE: The total amount of CSUGS funding by \$9,102.00.

DECREASE: The total amount of SAPT funding by \$3.00.

In all other respects, the contract shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.



Authorized Representative
Region 10 PIHP

Authorized Representative
AICC

7.10.2023

Date

Date

S:\Region 10\Contract Files_Current Contract Vendors\AICC\Prevention Services\FY2023\Amendments\Amendment #9



CONTRACT AMENDMENT #10

Region 10 PIHP, 2186 Water St, Port Huron, MI 48060 (hereinafter referred to as the "PIHP"), and Alcohol Information and Counseling Center (hereinafter referred to as the "PROVIDER") mutually agree to and hereby make this Amendment to the FY2023 Prevention Services Network Contract, the term being October 1, 2022 through September 30, 2023.

Amendment Effective Date: June 30, 2023.

Amendment Purpose: To Revise Contracted Prevention Services

Summary of Changes: Attachment A: PROGRAM SERVICES

REMOVE: 86 units of MBO 7001/C06 utilizing SAPT at a unit rate of \$33.14 for a total of \$2,850.04

ADD: 77 units of MBO 6007/E03 utilizing SAPT at a unit rate of \$37.00 for a total of \$2,849.00

ADD: 108 units of MBO 2009/E03 utilizing CSUGS at a unit rate of \$37.00 for a total amount of \$3,996.00

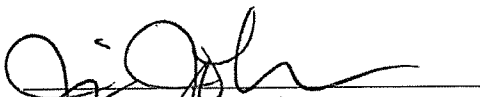
ADD: 96 units of MBO 3016/E03 utilizing CSUGS at a unit rate of \$37.00 for a total amount of \$3,552.00

TOTAL: SAPT funding decreased by \$1.04.

TOTAL: CSUGS funding increased by \$ 7,548.00

In all other respects, the contract shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.



Authorized Representative
Region 10 PIHP

7.12.2023

Date

Authorized Representative
AICC

Date

S:\Region 10\Contract Files_Current Contract Vendors\AICC\Prevention Services\FY2023\Amendments\Amendment #10