Office of the Chippewa County Clerk

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Elizabeth Messer Chief Deputy Clerk

Shaun O'Neill Legal Secretary I

> Laurie Wilson Secretary I

CHIPPEWA COUNTY May 15, 2025 – 4:30 p.m.

BOARD OF COMMISSIONERS MEETING

TO PARTICIPATE REMOTELY:

Go to the County's website www.chippewacountymi.gov for the link.

AGENDA

- 1. Call to Order Chairman Jim Martin
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Additions, Deletions, and agenda Approval
- 5. Approval of County Board Minutes
 - a. Regular Meeting April 17, 2025 Page 1
- 6. Correspondence received in the Clerk's Office Page 14
- 7. Public Comments
- 8. Administrator's Report Page 15
- 9. Old Business
 - a. Opioid Settlement Steering Committee Appointments Page 24

10.New Business

a. Resolution No.2025-06 Correctional Officers' Week - Page 26

- b. Resolution No. 2025-07 Approving the MPSCS Integration Amended and Restated
 Agreements Page 27
- c. Resolution No. 2025-08 Support Bringing Amtrack to the Upper Peninsula of Michigan Page 66
- d. Letter of Support for Detour Township Economic Development Corporation's
 PIDP Grant Application for the Stone Mountain Harbor Development Project –
 Page 68

11. Standing Committee Reports

- a. Finance, Claims and Accounts Commissioner Shackleton May 13, 2025 To be handed out
- 12. Commissioner report on meetings as Board Representative and General Comments

13.Adjournment

Steven Woodgate County Clerk

CHIPPEWA COUNTY BOARD OF COMMISSIONERS

Regular Session April 17, 2025

The Chippewa County Board of Commissioners met at a regular session on Thursday, April 17, 2025 in the 91st District Courtroom.

Chairman Martin called the meeting to order at 4:31 P.M. with a quorum present. The meeting was also available via zoom. Commissioner Shackleton lead the Pledge of Allegiance.

PRESENT: Commissioners Present: Justin Knepper, Damon Lieurance, Scott

Shackleton, James Traynor and Chairman Jim Martin

ABSENT: None

ALSO PRESNET: Administrator Kelly Church, Clerk Steven Woodgate, Administrative

Assistant Cady Bauers, CCHD Health Officer Karen Senkus, and 3 members of the public. 6 members of the public logged in via zoom.

ADDITIONS AND DELETIONS TO THE AGENDA

It was moved by Commissioner Traynor, supported by Commissioner Knepper, to accept the agenda as presented. On a voice vote, the motion carried.

APPROVAL OF COUNTY BOARD MINUTES

It was moved by Commissioner Shackleton, supported by Commissioner Traynor, to approve the following minutes as presented:

Regular Board Meeting – March 13, 2025

On a voice vote, the motion carried.

CORRESPONDENCE RECEIVED IN THE CLERK'S OFFICE

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, to acknowledge and forward as appropriate. On a voice vote, the motion carried.

PUBLIC COMMENTS

William Weber, owner of the new quarry to be built in Goetzville, asked the Commission for a letter of support.

Lori Miller from Neebish Island would like to see something done about the selection and evaluation of the EUPTA board members.

Phylis from Neebish Island voiced her concern about the public comments not being mentioned in the EUPTA board meeting minutes.

Louis Vallance from Cheboygan asked for County support for bringing Amtrak to Sault Ste. Marie.

ADMINISTRATOR'S REPORT

Administrator Kelly Church provided for informational purposes only – no action items.

NEW BUSINESS

Chippewa County Economic Development Corporation Board – One appointment due to vacancy to expire 3/31/2026

Applicants:

Carmine Bonacci, Timothy Ellis, and John Sawruk

A roll call vote was taken as follows:

Commissioner Lieurance

Timothy Ellis

Commissioner Lieurance:

Timothy Ellis

Commissioner Shackleton:

Timothy Ellis

Commissioner Traynor:

Timothy Ellis

Chairman Martin:

Timothy Ellis

Having received a majority vote, Timothy Ellis was appointed to the Chippewa County Economic Development Board to expire 3/31/2026.

Building Code of Appeals – Three appointments to expire 12/31/2026

Applicants:

John Sawruk

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, for a unanimous consent to place John Sawruk on the Building Code of Appeals. On a voice vote, the motion carried.

John Sawruk was appointed to the Building Code of Appeals to expire 12/31/2026.

OPIOID SETTLEMENT STEERING COMMITTEE ACCEPT APPLICATIONS

It was moved by Commissioner Lieurance, supported by Commissioner Shackleton, to accept steering committee list of applicants. On a voice vote, the motion carried.

RESOLUTION 2025-04

The following resolution was offered by Commissioner Traynor and supported by Commissioner Shackleton.

POLICE WEEK

May 11 - 17,2025

A resolution to declare May 11-17, 2025, as Police Week in the Chippewa County, Michigan.

Whereas, in 1962, President John F. Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint

resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others, and:

- Whereas, there are more than 700,000 law enforcement officers serving in communities across the United States, including the approximately 17,000 full-time uniformed police officers in Michigan, and;
- Whereas, Members of law enforcement deserve the appreciation and respect of the people of Chippewa County, Michigan for the merit, dignity, bravery, and reliability they exhibit each and every day. We must also honor the sacrifices made by families of police officers, as each day they must face constant fear as their loved one works to protect us, and;
- Whereas, in 2024 alone,145 law enforcement officers were killed and many, many more assaulted in the line of duty across the country. That includes five from Michigan: Motor Carrier Officer Daniel Kerstetter from Michigan State Police, Corporal Mohamed Said from the Melvindale Police Department, Deputy William Butler, Jr. from the Hillsdale County Sheriff's Office, Deputy Bradley Reckling from the Oakland County Sheriff's Office, and Trooper Joel Popp from the Michigan State Police.
- Whereas, the names of these dedicated public servants who made the ultimate sacrifice are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C., and;

Resolution 2025-04 Police Week May 11-17, 2025

- Whereas, Michigan's Chippewa County fallen officers will never be forgotten, nor will their service to their respective communities. By choosing to commit themselves to law enforcement, these brave individuals answered the call for service and willingly put their lives in jeopardy. We commend them for recognizing service as a noble career, and protecting the public safety; and also, all of those who are serving without incident to date, and;
- Whereas, Chippewa County, Michigan and all Michigan citizens have turned to members of law enforcement for assistance and support in times of distress, whether they are coping with a personal crisis, bearing the strains of a pandemic, or struggling through civil disorder or a natural disaster. Our communities rely on these courageous individuals when it is difficult to stand on our own, and we are indebted to the unwavering public service of our local and state police. We are indeed fortunate and grateful for the contributions of law enforcement officers to the people of this state:
- Now, therefore, be it Resolved that the members of this Chippewa County Board of Commissioners declare May 11-17, 2025, as Police Week in Chippewa County, Michigan. We publicly salute the service of law enforcement officers in our community as well as those of our state and nation and honor police who place their lives on the line for the safety and security of their communities.

A ROLL-CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: Commissioners Knepper, Lieurance, Shackleton, Traynor, and Chairman Martin

Page | 3

NAYES: None ABSENT: None

RESOLUTION 2025-04 DECLARED ADOPTED

RESOLUTION 2025-05

The following resolution was offered by Commissioner Shackleton and supported by Commissioner Lieurance.

National Public Safety Telecommunicators Week April 13th – 19th, 2025

- Whereas emergencies can occur 24 hours a day, 7 days a week, 365 days a year at any time that require police, fire, or emergency medical services; and,
- Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,
- Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Chippewa County Central Dispatch emergency communications center; and,
- Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,
- Whereas Public Safety Telecommunicators are the single vital link for our police officers, EMS personnel, firefighters, and all emergency responders by monitoring their activities by radio, providing them information, and ensuring their safety; and,
- Whereas Public Safety Telecommunicators of the Chippewa County Central Dispatch have contributed substantially to rendering aid to citizens, the apprehension of criminals, suppression of fires and treatment of patients; and,
- Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.
- Therefore, Be It Resolved that the Chippewa County Board of Commissioners declares the week of April 13 through 19, 2025, to be National Public Safety Telecommunicators Week in Chippewa County, in honor of the men and women whose diligence and professionalism keep our county and citizens safe. Especially the dispatchers at our own Chippewa County

Central Dispatch Center, serving Chippewa, Mackinac and Luce Counties, its citizens and its visitors.

A ROLL-CALL VOTE WAS TAKEN AS FOLLOWS:

AYES:

Commissioners Knepper, Lieurance, Shackleton, Traynor, and Chairman Martin

NAYES:

None

ABSENT:

None

RESOLUTION 2025-05 DECLARED ADOPTED

STANDING COMMITTEE REPORTS

COUNTY BOARD OF COMMISSIONERS PERSONNEL, EQUALIZATION AND APPORTIONMENT/TRANSPORTATION/HEALTH AND SOCIAL SERVICES COMMITTEE April 14, 2025

A regular meeting of the Chippewa County Board of Commissioners Personnel/Equalization and Apportionment/Transportation/Health and Social Services Committee was held on Monday, April 14, 2025, at the Chippewa County Courthouse in Sault Ste. Marie, Michigan. Chairman Damon Lieurance called the meeting to order at 11:07 a.m. with a quorum present.

Approval of the Agenda

It was moved by Commissioner Lieurance, supported by Commissioners Knepper, to approve the agenda as presented. On a voice vote, the motion CARRIED.

Public Comment

Equalization - Millages and property values

The Committee was updated by Equalization Director Dulcee Ranta who provided information on the County's Personal and Real property totals, Equalized Valuations – REAL and Assessed Valuations – REAL all which are part of the L-4024 report broken down by township acreage with the report showing each of the township's breakdown by the categories of: agriculture, commercial, industrial, residential, timber-cutover and development. The Committee also reviewed the 10.78% increase in taxable values for 2025, and discussed the Proposal A (Headlee rollback), and its effects on tax bills. The Committee was updated on the FY2024 millage rollbacks, along with prior trends and the studies and market values. Equalization Director Ranta asked the Committee to approved the post Board of Review equalized and certified figures on the L4024. The Committee discussed the June Truth in Taxation upcoming public hearing. Discussion followed.

It was moved by Commissioner Lieurance, supported by Commissioner Shackleton, that the 2025 equalized and certified values, tentative taxable values presented by Director Ranta be

approved as reported and that all state required forms regarding same be completed and filed as required by statute and to establish a Truth in Taxation Public Hearing for the June 12, 2025 meeting of the County Board. On a voice vote, the motion CARRIED.

Committee and Chairman's Comments

None offered.

Adjourn

It was moved by Commissioner Lieurance, supported by Commissioner Shackleton to accept the report as read. On a voice vote, the motion carried.

FINANCE, CLAIMS AND ACCOUNTS COMMITTEE MEETING MINUTES April 15, 2025

A regular meeting of the Chippewa County Board of Commissioners' Finance, Claims and Accounts Committee was held on Tuesday, April 15, 2025, at the Chippewa Courthouse in Sault Ste. Marie, Michigan. Chairman Shackleton called the meeting to order at 4:30 p.m. with a quorum present.

Approval of the Agenda

Public Comment

Correspondence and Informational Items

The Committee reviewed the County Treasurer's Investment reports, the VISA billing, and travel requests. No action required.

AGENDA ITEMS

<u>Health Department - Audit Presentation and Approval FYE 9-30-2024 (Anderson Tackman & Co)</u>

Ken Talsma from Anderson, Tackman and Company provided a presentation of the Chippewa County Health Department audit and financial statements for the fiscal year ending September 30, 2024. The audit indicates that the financial statements and reports follow the government auditing standards and is classified as an unmodified opinion, a clean audit. The Health Department did show a loss of \$871,600.00, leaving the unrestricted fund balance of \$348,981.00. There were no findings, and Mr. Talsma spoke about the Home Health and Hospice losses, and the Corrective Action Plan (CAP) letter that will be sent to the State of Michigan, as this is the third year in a row that the Health Department has lost money. He spoke about the fund balance, which should be between 10%-15% of the following years expenditure. The Committee and Mr. Talsma thanked Health Officer Karen Senkus, Finance Director Doug Welton and the staff for their continued hard work and cooperation to complete the audit timely and with the unmodified opinion.

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, to approve the Chippewa County Health Department Audit FYE 9/30/2024 as presented and to

publish and release where necessary. On a voice vote, the motion CARRIED.

Health Department - Advertising-Media Approvals

<u>Lamar-billboards - Family Planning - \$20,000.00</u>

<u>Lamar-billboards - Medical Marijuana - \$3,200.00</u>

<u>Lake Superior State University- Dasher Board - Family Planning - \$4,400.00</u>

Sovereign Communications-Radio Advertising - Family Planning - \$15,000.00

The Committee reviewed the advertising and media contracts as presented for Family Planning and the Medical Marijuana billboards and radio ads; these expenses are all grant covered. Commissioner Knepper asked about the language for the advertisements, which are all predetermined by the State of Michigan.

It was moved by Commissioner Shackleton, supported by Commissioner Traynor, to approve and authorize the advertising-media expenses as presented: Lamar \$23,200.00 (\$20,000.00 for Family Planning and \$3,200.00 Medical Marijuana) billboards; Lake Superior State University \$4,400.00 for Family Planning dasher boards and Sovereign Communications radio advertising for Family Planning. On a voice vote, the motion CARRIED.

Health Department - Independent Contractor Provider Agreement for MIHP

The Committee reviewed the independent Contractor Provider Agreement between the Chippewa County Health Department and Lisa Tatrow, effective April 1, 2025, through June 30, 2025, or until a permanent Social Worker is hired, with a 30-day termination notice. Services for the Maternal Infant Health Program (MIHP) will be charged at \$75.00 per visit performed, paid monthly.

It was moved by Commissioner Shackleton, supported by Commissioner Knepper, to approve and authorize the Independent Contractor Provider Agreement between the Chippewa County Health Department and Lisa Tatrow, to provide Maternal Infant Health Program Services until June 30, 2025, or until a permanent Social Worker is hired at \$75.00 per visit. On a voice vote, the motion CARRIED.

Health Department - Contracts

<u>Abilita Retainer Agreement Renewal Telecommunications Systems - 24 months,</u> \$375.00 per month, 1 year auto renewal

The Committee reviewed the retainer agreement, Abilita provides Chippewa County with telecommunication's recommendations for improvements, reviews billings, equipment, suppliers and plans and has been pivotal in organizing our AT&T billings, eliminating extra costs.

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, to approve and authorize the Abilita Retainer Agreement, as presented \$375.00 per month for 24-months with an automatic 12-month renewal. On a voice vote, the motion CARRIED.

Health Department - Contracts

Brightree access to HH&H patient files \$2,250.00 first year

The Committee reviewed the Brightree c/o Matrixcare.com agreement to maintain Home Health &

Page | 7

Hospice patient files access for the Health Department with a first-year cost of \$2,250.00; a 7-year plan with additional annual payments totaling \$3,500.00.

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, to approve and authorize the Brightree contract to access Home Health and Hospice patient files over the next seven years at a total cost of \$5,750.00. On a voice vote, the motion CARRIED.

Health Department - Authorize to move HD bank accounts to the County EIN

The Committee reviewed a request from the Health Department Administration seeking approval to move the CCHD bank accounts held by Central Savings Bank to the County EIN, this will help the transition and avoid the need to set up new accounts.

It was moved by Commissioner Shackleton, supported by Commissioner Knepper, to authorize the Chippewa County Health Department bank accounts held by Central Savings Bank to be changed to the County's EIN, as requested and presented. On a voice vote, the motion CARRIED.

<u>Health Department - Food License Fee Reduction - Sault Public Schools</u>

The Committee reviewed a request from Health Officer Karen Senkus, seeking to reduce the food license fees of the Sault Area Public Schools, based on the upcoming closure of Washington and Lincoln Elementary schools for 2025-2026, both have licenses that will expire on April 30, 2025, and need to be re-licensed through the end of the school year. CCHD requests to reduce the food service license fees to \$71.00 per school, which includes \$30.00 fee that is paid to the SOM and a prorated local fee of \$41.00.

It was moved by Commissioner Shackleton, supported by Commissioner Knepper, to approve and authorize the food license fee reduction for both Washington and Lincoln Elementary schools to \$71.00 each, so that they can continue to serve food through the end of this school year. On a voice vote, the motion CARRIED.

<u>Public Defender – Addendum to Legal Services Agreements from 10/1/2023 to 9/30/2024 – felony cases should have been paid at \$135.00</u>

The Committee reviewed the Addendum to Contracts for the Legal Services Agreements between the Chippewa County Public Defender and those parties (Fred Feleppa, Brian Bloch, Glenn Sarka, Chad W. Peltier and Gretchen Stankewitz) that provided representation to indigent defendants with felony cases between 10/1/2023 and 9/30/2024, those hours should have been paid at \$135.00 per MIDC Standard 8, not \$130.00 which the contracts were originally agreed to.

It was moved by Commissioner Shackleton, supported by Commissioner Traynor, to approve and authorize the Addendum to Contracts held by Fred Feleppa, Brian Bloch, Glenn Sarka, Chad W. Peltier and Gretchen Stankewitz for indigent felony cases and to meet the MIDC Standard 8 be paid at \$135.00 per hour, not \$130.00. On a voice vote, the motion CARRIED.

<u>Friend of the Court - Master Services Agreement Increase and Approval; from \$1.40 per sheet to \$2.00; for the Title IV-D Cooperative Reimbursement Program</u>

The Committee reviewed a memorandum from Friend of the Court Liz Chambers, and the Master Services Agreement held between MGT Impact Solutions, LLC and Chippewa County, MGT provides Title IV-D annual preparation of the Cooperative Reimbursement Program (CRP) through EGrAMS for funding from the Office of Child Support (OCS), the increase is the price per scanned time sheet will be increasing from \$1.40 per sheet to \$2.00 per sheet. The State of Work will be effective April 1, 2025.

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, to approve and authorize the Master Services Agreement increase for the Title IV-D Cooperative Reimbursement Program between MGT Impact Solutions and Chippewa County, as presented. On a voice vote, the motion CARRIED.

<u>Friend of the Court – Equipment Purchase, Fund 215 - \$1,890.00 to comply with federal regulations for disposal of tax information, include budget amendment</u>

The Committee reviewed a memo from FOC Liz Chambers, following a recent audit, due to a change with the federal regulations regarding disposal of federal and state tax information, a new crosscut shredder meeting the particle specifications of 1 mm x 5 mm or smaller is needed. Sault Printing provided a quote that meets specifications to purchase a 40334 High Security Shredder at the cost of \$1,890.00 and to make the necessary budget amendment.

It was moved by Commissioner Shackleton, supported by Commissioner Knepper, to approve and authorize the purchase of the 40334 High Security Shredder from Sault Printing Company, to meet the federal regulation for shredding federal and state tax information and to make the necessary budget amendment for the purchase from Fund 215. On a voice vote, the motion CARRIED.

<u>Office of Emergency Service - Natural Hazards Mitigation Plan - Grant Submission - Plan</u> needed to received FEMA dollars, if ever needed

The Committee reviewed the packet from Director Postma regarding the Natural Hazards Mitigation Plan grant submission; FEMA requires state, local, tribal and territorial governments to have approved and adopt hazard mitigation plans to remain eligible for certain types of non-emergency disaster assistance, jurisdictions must update the plans and resubmit to FEMA for approval every 5 years. The current project is budgeted to cost approximately \$80,538.00; Director Postma is seeking a FEMA HMP Grant to cover up to \$50,000.00 with a 25% match through expenditure or inkind hour match.

It was moved by Commissioner Shackleton, supported by Commissioner Traynor, to approve and authorize the chairman's signature for the SF-424B and authorize seeking the FEMA HMP grant to help cover the Natural Hazards Mitigation Plan cost. On a voice vote, the motion CARRIED.

Office of Emergency Services - Absolute/Netmotion Software Service Agreement Renewal

\$7.200.00 annually

The Committee reviewed the 1-year renewal from Absolute/Netmotion to provide first responders to connect to LEIN and additional servers remotely; at the cost of \$7,200.00 (effective 6/23/2025 through 6/22/2026).

It was moved by Commissioner Shackleton, supported by Commissioner Knepper, to approve and authorize the 1-year renewal for Absolute/Netmotion software that provides remote server connections for LEIN. On a voice vote, the motion CARRIED.

<u>Sheriff's Office - Purchase Police Package Patrol Truck - Stonegarden - \$70,000.00 and to waive County purchasing policy</u>

The Committee reviewed a request to purchase a 2024 Chevy Silverado Police Package patrol vehicle for the Sheriff's Office, total expense of \$70,000.00 to be paid for with Stonegarden monies; this purchase has already been authorized by at the state and federal level, including the purchase of the vehicle and the upfitting of the vehicle with emergency lights, radios and emergency equipment. The request asked that the Committee waive the County purchasing policy, due to the vehicles availability and the prior Stonegarden approval.

It was moved by Commissioner Shackleton, supported by Commissioner Traynor, to approve and authorize the Stonegarden purchase of \$70,000.00 to include the vehicle and the upfitting of the vehicle and to waive the County's purchasing policy, as the vehicle has already been vetted through the Stonegarden grant at both the state and federal level. On a voice vote, the motion CARRIED.

Sheriff's Office - Johnson Controls - Detention Wiring Clean up - \$4,959.21

The Committee reviewed a quote from Johnson Control to clean up the old wiring for the detention controls, to extend wires, use connectors and terminal blocks to eliminate loose connections. Previously the Building & Grounds Committee did a walk through with the Sheriff's Office to review the access control boards and this was one of the issues that was pointed out.

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, to approve the proposal and service agreement from Johnson Controls in the amount of \$4,959.21to clean up the old wiring for the Jail's access controls system, as presented. On a voice vote, the motion CARRIED.

<u>Animal Shelter - Purchase and budget Pet Point software \$3,000.00 annually and to set up the vehicle (computer and installation \$2,075.00; mobile internet \$515.00 annually</u>

The Committee reviewed a request from Shelter Manager Holly Henderson to purchase a new records system software (Pet Point), that has better capabilities, including storing vaccine and health reports, along with any in-house surgeries and has a mobile software that can be integrated into the animal control vehicle. The cost of the software is \$3,000.00 and to add to the vehicle an additional \$2,075.00 plus mobile internet at approximately \$515.00 per year.

It was moved by Commissioner Shackleton, supported by Commissioner Traynor, to approve

and authorize the new Pet Point software records system, and to purchase the vehicle integrated with a computer and internet connection, total cost approximately \$5,075.00 plus internet. On a voice vote, the motion CARRIED.

<u>Information Systems - Approve Chippewa County Cyber Incident Response Plan (Not Subject to FOIA per MCL 15.243 (1) (U)</u>

The Committee was asked to approve the County Cyber Incident Response Plan which provides the framework for the County response to a cyber incident. Once approved there will be training for each role to ensure that everyone has the required knowledge to effectively respond, mitigate and recover from a cyber incident.

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, to approve the Chippewa County Cyber Incident Response Plan, as released to the Board of Commissioners. On a voice vote, the motion CARRIED.

<u>Information Systems - RFP - Bid Summaries</u>

Desktop Computers (23)

Rally Bar - Second Notice

IBM Power S1014 System

The Committee reviewed the RFPs bid summaries for the desktop computers (12 bids received); the rally bar (2 bids received and the IBM Power S1014 System (1 bid received). Commissioner Knepper asked about local vendor preference.

It was moved by Commissioner Shackleton, supported by Commissioner Knepper, to approve and authorize the low bidders for the twenty-three desktop computers, total price \$24,954.63 from Dell Technologies, Inc., \$5,237.00 to Tech Advanced Computer, Inc., for the two rally bars including option 1 &2 and the low bid from Innovative Technology, Inc., for the IBM S1014 System at \$50,331.79. On a voice vote, the motion CARRIED.

Information Systems - Released Requests for Proposals

<u>Central Dispatch Electricity Upgrade - No bids, will seek quotes</u>

VM Server, Nullified due to addendum and clarification

The Committee was updated on the Central Dispatch Electricity upgrade and Virtual Machine Server request for proposals that were previously released. For the electrical upgrade no bids were received either time it was released and the VM server request had an addendum during the process, which then Information Systems did not feel like the quotes were comparable.

It was moved by Commissioner Shackleton, supported by Commissioner Knepper, to seek quotes for the Central Dispatch Electricity upgrade and nullify the VM Server request for proposal. On a voice vote, the motion CARRIED.

Information Systems - Release Request for Proposals

Central Server

The Committee reviewed the updated request for proposal "Central Server" for release.

Page | 11

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, to approve the Central Server Request for Proposal to be released. On a voice vote, the motion CARRIED.

Administration - Policies

<u>Update Policy No. 505 Agency Provided Telephones/Laptops/Tablets, adding mobile device solutions</u>

<u>New Policy No. 323 Cash and Check Handling</u>

<u>Update Public Statement Rules</u>

The Committee reviewed two policy updates and one new policy; the updated policies No. 505 Agency Provided Telephones/Laptops/Tablets added numbers 8 and 9 regarding installing mobile devise solutions; and updated the County's Public Statement Rules, which eliminated the fifteen minutes per topic, and they reviewed a new policy No. 323 for cash and check handling.

It was moved by Commissioner Shackleton, supported by Commissioner Traynor, to approve updated Policy No. 505 Agency Provided Telephones/Laptops/Tablets, New Policy No. 323 Cash and Check Handling and the updated Public Statement Rules, as presented. On a voice vote, the motion CARRIED.

<u>Administration - Letter of Support - House Resolution 30 - Gray Wolves</u>

The Committee reviewed a draft letter of support for House Concurrent Resolution No. 30 regarding the US Department of Interior's prior removal of the gray wolf from the endangered species list. The resolution is being sponsored by Representative Parker Fairbairn and would urge the federal government to delist the gray wolf so the State of Michigan Department of Natural Resources would oversee and manage the population. Discussion ensued regarding the pros and cons.

It was moved by Commissioner Shackleton, supported by Commissioner Lieurance, to approve and authorize signature for the Letter of Support regarding House Resolution 30, removal of the gray wolf from the endangered species list, to give the SOM Department of Natural Resources the authority to regulate and manage. On a voice vote, the motion CARRIED 4-1 Commissioner Martin voting nay.

Finance - Claims and Accounts - March - County and Health Department

It was moved by Commissioner Traynor, supported by Commissioner Traynor, to recommend the approval of March County bills and payroll: general claims \$361,203.92, other fund claims \$813,737.65, payroll \$609,979.53, and Health Department claims \$221,697.59 and payroll \$60,662.04 total claims \$2,067,280.73. On a voice vote, the motion CARRIED.

Committee Comments

Commissioner Knepper addressed the Committee on waiving the purchasing policy, discussion followed regarding vehicles.

Page | 12

Chairman Comments

No additional comments were offered.

<u>Adjourn</u>

It was moved by Commissioner Shackleton, supported by Commissioner Knepper for approval of the meeting minutes of Finance, Claims and Accounts be accepted with the one change of notation of Commissioner Martin's decent on the House Resolution 30 vote and the correction on the Health Department contract where it mentioned the Abilita agreement as a misspelling. On a voice vote, the motion carried.

COMMISSIONER REPORT ON MEETINGS AS BOARD REPRESENTATIVES AND GENERAL COMMENTS

Commissioner Lieurance mentioned he attended the Substance Abuse Disorder meeting and encouraged whoever gets in the Opioid Committee to work with them and seek out their help and operation. Commissioner Knepper was excited to hear about the quarry project. He was also impressed with the Head-Start program in the city and would like to look into an action or resolution for support. Commissioner Shackleton was thankful the ice storm missed Chippewa County and felt bad for the victims downstate. Commissioners Traynor and Shackleton thanked Mr. Weber for coming to Chippewa County and pitting his faith in this county. Commissioner Knepper mentioned he would like to see Amtrak come to this area, but believed it would be difficult because of the passenger count. Chairman Martin thanked Mr. weber and said the quarry will bring good paying jobs to the County. Chairman Martin also voiced his concerns with the education department and college grants.

ADJOURNMENT

It was moved by Commissioner Lieurance, supported by Commissioner Traynor, to adjourn, accordingly. On a voice vote, the motion carried. The Board adjourned at 5:38 P.M.

Steven Woodgate, Clerk

James Martin, Chairman

Office of the Chippewa County Clerk Steven J. Woodgate

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Elizabeth Messer Chief Deputy Clerk

Shaun O'Neill Deputy Clerk

Laurie Wilson Deputy Clerk

Correspondence Received in the Clerk's Office 5/15/2025

4/14/2025	EGLE Notice of Authorization - Permit #WRP044754 v. 1
	Site Name: 17-Parcel No 009-073-001-00-Pickford Twp
	Remove and install two culverts in an unnamed stream.
4/17/2025	EGLE Public Notice – Applicant Peter Costa
	Site Name: 17-Trail 480 crossing-Kinross Twp
	Remove and install an existing road and bridge across Waiska River.
4/30/2025	EGLE Water Resources Division Permit – Permit #WRP044913 v.1 Site Name: 17-Cloverland Electric Dafter Substation-Dafter Twp Expand footprint of existing substation facility in regulated wetland.
E /2 /202E	EGLE Notice of Authorization – Permit #WRP044857 v. 1
5/2/2025	
	Site Name: 17-17110 N. Whitefish Point RdWhitefish Twp
	Construct a 120' x 6' boardwalk.
5/2/2025	EGLE Notice of Authorization — Permit #WRP044838 v. 1
	Site Name: 17-19543 E Steel Rd-De Tour Twp
	Removal of a 6' x 6' boat hoist.

Administrator's Report May 15, 2025

1.	Mont	hly Reports	
	a.	Animal Control	
	b.	Heath Department	
		Sheriff's Department	
		Veteran's Affairs	

Animal Activity Report

For Dates: 1/1/2025 thru 4/30/2025

Chippewa County Animal Shelter 3660 South Mackinac Trail Sault Ste. Marie, MI 49783

Municipal Location: ALL

INTAKE	female cat	Female Dog	female kitten	Female Puppy	Male Cat	Male Dog	Male kitten	Male Puppy	Neutered Cat	Neutered Dog	neutered kitten	neutered puppy	spayed cat	spayed dog	Total
BORN AT SHELTER			3				1								4
OFFICER HOLD		2				1		1	1	2					7
OFFICER PICKUP	_ 1					2			1						4
QUARANTINE		1													1
RELINQUISHED	_ 1	7	4	8	2	3	6	5	25	23	1	1	18	13	117
RETURN										1					1
STRAY INO COLLAR	6	3	3		9	8	2		14	5			6	3	59
TRANSFER								2		2					4
Total for INTAKE	8	13	_10	8	11	14	9	, 8	41	33	1	1	24	16	197
DISPOSITION	female cat	Female Dog	female kitten	Female Puppy	Male Cat	Male Dog	Male kitten	Male Puppy	Neutered Cat	Neutered Dog	neutered kitten	neutered puppy	spayed cal	spayed dog	Total
ADOPTED	3	7	9	12	3	4	13	6	40	30	1		32	14	174
AVAILABLE FOR ADOPTION	5	3	4	1	7	3	2	2	15	11	1	1	13	2	70
EUTHANIZED	1					1			1				2		5
FOSTER HOME	1														1
QUARANTINE		1						- ;							1
RECLAIMED	1	4			1	11		2	1	3				- 3	26
Total for DISPOSITION	11	15	13	13	11	19	15	10	57	44	2	1	47	19	277

Animai Activity Report For Dates: 4/1/2025 thru 4/30/2025

Chippewa County Animal Shelter 3660 South Mackinac Trail Sault Ste. Marie, MI 49783

Municipal Location: ALL

INTAKE	female cat	Female Dog	female kitten	Male Cat	Male Dog	Male kitten	Male Puppy	Neutered Cat	Neutered Dog	neutered kitten	neutered puppy	spayed cat	spayed dog	Total	
BORN AT SHELTER			2											2	
OFFICER PICKUP								1						1	
RELINQUISHED		1	1		2	3	1	4	5	1	1	1	1	21	
STRAY /NO COLLAR	2	1	1	6	2	1		1				1	2	17	
TRANSFER								-	1					1	
Total for INTAKE	2	2	4	6	4	4	1	6	6	1	1	2	3	42	
DISPOSITION	female cat	Female Dog	female kitten	Male Cat	Male Dog	Male kitten	Male Puppy	Neutered Cat	Neutered Dog	neutered kitten	neutered puppy	spayed cat	spayed dog	Total	
ADOPTED		1	1	2		6	1	10	13			5	4		
AVAILABLE FOR ADOPTION	2	2	3	5	3	1		4	2	1	1	4	1	29	
RECLAIMED				1	2			_ 1					2	6	
Total for DISPOSITION	2	3	4	8	5	7	1	15	15	1	1	9	7	78	

Chippewa County Health Department Health Officer's Report to the Board of Commissioners – May 2025

Personal and Family Health:

Service	Current Month (March)	Year-to-date
Family Planning	23	165
Maternal/Infant Health	21	238
WIC- avg. monthly participation	647	N/A
UP MOMS Caseload	5	N/A
Breast/cervical cancer/Well Woman	2	7
Immunizations (includes travel vaccine)	231	3716
TB cases active/managed	0	8
Hearing/Vision screenings	524	1889
Children's Special Health Care	187	N/A
HIV Tests Administered	23	150
Hep C Tests Administered	17	116
Pink Ribbon Fund Balance	\$38,943.77	N/A
Car Seats installed/education provided	5	18
Medicaid Applications processed	5	21

SHACC

Service	Current Month (March)	Year-to-date
Nurse Practitioner – gen med	94	383
Mental Health	62	429
Hearing/Vision	36	78
Physicals	18	39
Immunizations	19	137
Substance Abuse counseling/education	18	114
Classroom/General Health education	0 classroom/168 health promo	0/3202
Concussion – post injury visits	0	20

Emergency Preparedness (March):

- Managed inventory of COVID test kits for distribution to public and agency partners
- Review and Updated CCHD EOP & Annexes
- Participated in Cold Weather Mass Fatality full scale exercise and associated drills
- Participated in statewide Pediatric Readiness conference and tabletop exercise
- Meetings attended
 - o CCHD Administrative Staff
 - o State PHEP partners
 - o Region 8 EPC
 - o Rural and Ready Planning
 - o Region 8 HCC partners' call
 - o UP Communicable Disease Call
 - o Algoma Steel Community Liaison Committee
 - o CCHD Policy Committee
 - o R8 HCC Board Meeting
 - o Local Healthcare Partners
 - o CCHD Media Planning

Environmental Health:		
Service	Current Month (March)	Year-to-date
Foster Care/Day Care: Inspections	2	6
Methamphetamine Activity:		
Condemnations	0	0
Lift Condemnations		
Campgrounds:		
Inspections	0	1
Enforcements	0	ĺ
Complaints	0	Ö
Public Swimming Pools/Spas:		
Inspections	9	13
Enforcements	1	1
Complaints	lo	$\begin{vmatrix} \hat{0} \end{vmatrix}$
Fixed Food Establishments:		
Inspections	27	125
Enforcements	0	0
Complaints	1	3
Plans Received	0	$\begin{vmatrix} 3 \\ 2 \end{vmatrix}$
HAACP Plans Reviewed	0	$\begin{vmatrix} 2 \\ 0 \end{vmatrix}$
Temporary Food:		
Inspections	0	6
Enforcements	I	6
	0	0
Complaints	0	0
Mobile Food:		
Inspections	0	4
Enforcements	0	0
Complaints	0	0
Plans Received	0	0
Other Food/TFU:		
Inspections	2	10
Enforcements	1	1
Complaints	1	1
Plans Received	0	2
Private & Commercial Sewage:		
Applications Received	6	29
Site Visits	0	40
Permits Issued] 1	32
Enforcements	0	4
Complaints	0	3
Septage Truck & Land Application:		
Inspections	0	2
Enforcements	0	0
Complaints	0	0
Water Supplies:		
Applications Received	4	23
Site Visits	0	24
Permits Issued	0	25
Enforcements	0	0
Complaints	0	0
City Bacti Water Samples Received	56	342
Positive Sample Response	2	33
Beach Activity:		
Beach Samples Taken	0	0

CCHD/BOC Report 5/2025

Beach Warnings Issued	0	0
Beach Closures Issued	0	0
Beach Warnings/Closures Lifted	0	0
Tattoo Ordinance:		
Inspections	2	5
Plans Received	0 .	0
Enforcements	0	1
Complaints	0	1

Substance Abuse Prevention:

Service	Current Month (March)	Year-to-date
Classroom-based prevention classes	0	4
Community-based prevention activities/classes	2	5
Court /school admn referred classes:	4	8
Tobacco/alcohol/marijuana		

Harm Reduction/Syringe Access Services (Oct-Feb *will be updated next month*):

# Syringes Collected/distributed	# Referrals to/engaged in treatment	# of HIV/Hep C tests	# Narcan kits distributed	OD reversals reported
11,010/14,500	6	37	102	0

The local celebration for RxKids will take place on Thursday, May 15th at 3pm in the Avery Square; we invite all to join us in acknowledging this unique program that supports families. At this time, within the five-county region, close to 200 families have enrolled, 59 babies have been born and more than \$300,000 in cash has been prescribed. Visit RxKids.org to view the enrollment dashboard.

We are happy to announce that CCHD has been awarded a Healthy Community Zones Grant. This funding will assist in developing a partnership between local growers and clients that are enrolled in WIC and MIHP services to teach them to grow their own vegetables.

CCHD administration continues to monitor funding impacts on public health programs.

Environmental Health is entering their busy season and beginning field work for well and septic applications. We look forward to the return of the Seasonal Sanitarian this month to assist with the workload.

SHACC staff will be winding down the school year and look forward to clinic improvements in the way of painting and new flooring installation.

Currently there is one opening for a bachelor-level social worker in the Maternal-Infant Health Program.

Respectfully submitted by Karen Senkus, Health Officer

		025 Sheriff		
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DEPARTMENT OF VETERAN AFFAIRS COMMITTEE MEETING MINUTES

April 29, 2025

A regular meeting of the Chippewa County Department of Veteran Affairs Committee was held on Tuesday, April 29, 2025 at the Chippewa Courthouse in Sault Ste. Marie, Michigan. Chairman Jim Shogren called the meeting to order at 4:00 p.m. The Veterans Board had a quorum and normal business was conducted.

MEMBERS PRESENT: Brooks Partridge, Dr. Frederick Ludwig, Bob Savoie, Jim Shogren

MEMBERS ABSENT: Damon Lieurance

OTHERS PRESENT: John Miller

Approval of the Agenda

It was moved by Robert Savoie, supported by Brooks Partridge, to approve the agenda as presented. On a voice vote, the motion CARRIED.

Public Comment

No public comment was offered.

Monthly Report

The office has been open for thirty-six (36) days from March 25, 2025 – April 29, 2025. There were approximately 65 visits to the office during this time. Our office received and placed approximately 300 phone calls during this period. John attended the Michigan Association of County Veterans Counselors training in Grand Rapids April 7 – April 11. This training was required to maintain accreditation. The training went well. There was a lot to catch up on when returning to the office. John has been doing several home visits to assist homebound veterans or veterans in assisted living. He also conducted his first VBA hearing before a VBA judge today. The hearing went well. All contacts have been reached for the Memorial Day grave flags and some have stopped by to receive their flags. Next year's flag order will need to be increased. The office has been very busy in providing applications for the MVTF. We have only received one back as of this time. The DAV transportation program is going well. Unfortunately, we have not received any applications for the vacant part-time position at this time.

Approval of the Minutes

The committee received and reviewed the March 25, 2025 committee minutes.

It was moved by Robert Savoie, supported by Brooks Partridge, to approve the February 25, 2025 minutes as presented. On a voice vote, the motion CARRIED.

Burials

No burial funds were used in April 2025.

No action needed.

Grave Markers

No grave marker funds were used in April 2025.

No action needed.

Food Assistance

Food assistance of \$150 **No action needed.**

MVAA Grant Distributions in the amount of \$1988.05

- Advertisement \$0
- Transportation \$0
- Food Assistance \$150
- Emergent Relief \$1000
- Part-time Compliance Officer/Project Director \$838.05

The committee reviewed the MVAA grant distributions in the amount of \$1988.05.

It was moved by Dr. Frederick Ludwig, supported by Robert Savoie, to approve the MVAA grant distributions in the amount of \$1988.05. On a voice vote, the motion CARRIED.

Approval was requested to move \$12,000 from wages in the MVAA grant to outreach for veterans. The board discussed this measure and wanted to ensure that no funds that were designated for emergent relief would be affected. The requested funds to be moved were for the wages only.

It was moved by Jim Shogren, supported by Robert Savoie, to approve the movement of funds within the grant from wages to outreach in the amount of \$12,000. On a voice vote, the motion CARRIED.

Date of next committee meeting.

The next meeting will be Wednesday, May 28, 2025 at 4:00 p.m.

It was moved by Jim Shogren, supported by Dr. Frederick Ludwig, to have the next meeting take place on May 28, 2025 at 4:00 pm. On a voice vote, the motion CARRIED.

Committee Comments

No Comments

Chairman Comments

No comments

<u>Adjourn</u>

It was moved by Jim Shogren, supported by Brooks Partridge to adjourn. On a voice vote, the motion CARRIED.

The meeting adjourned at 4:20 pm.

John Miller, Recorder

Jim Shogren, Chairman

Chippewa County Administrator's Office 319 Court Street Sault Ste. Marie, MI 49783

Phone: (906) 635-6330 Fax: (906) 635-6325



Kelly J. Church Administrator Cady Bauers Administrative Assistant

MEMO TO:

Chippewa County Board of Commissioners

FROM:

Kelly J. Church, Administrator

SUBJECT:

Applications for Opioid Settlement Steering Committee

DATE:

April 14, 2025

According to the Chippewa County Board of Commissioners Policies and Procedures, the vacancies for the Opioid Settlement Steering Committee were announced in the local media and as well as the County's media, March 14, 2025, which will enabled interested County residents to submit Applications of Interest on or before 12:00 noon, on Wednesday, April 9, 2025. Applications of Interest meeting the deadline are listed below and will be presented to the Board at its Regular Thursday, April 17, 2025, meeting, and the applications will lay on the table until the appointments are made at the May 15, 2025, Regular meeting.

Opioid Settlement Steering Committee

Approximately 10 appointments needed
Staggered Terms will expire 12/31/2026 and 12/31/2027

- Shawn Baker
- Michelle Benson
- Brook Bergsma
- Derek Causley
- Melissa Colby
- Kelly Freeman
- Lucas Gardiner
- Natasha Halonen
- Justin Knepper
- Trista LeBlanc
- Maggie Merchberger
 - Mary Michaels
 - Sabrina Neveu
 - Ciara Saint
 - Karen Senkus
 - Patrick Shannon
- One late application was received and not listed, and another application was withdrawn

2025 APPOINTMENT TALLY SHEET

Opioid Settlement Steerting Committee	
Current member: None	

	Shawn Baker	Michelle Benson	Brook Bergsma	Derek Causley	Melissa Colby	Kelly Freeman	Lucas Gardiner	Natahsa Halonen	Justin Knepper	Trista LeBlanc	Maggie Merchberger	Mary Michaels	Sabrina Neveu		Karen Senkus	Patrick Shannon
Justin Knepper														=		
Damon Lieurance																
Scott Shackleton																
Jim Traynor					_											
Jim Martin								L								

2025 APPOINTMENT TALLY SHEET

Opioid Settlement Steerting Committee

ı	Shawn Baker	Michelle Benson	Derek Causley	Melissa Colby	Kelly Freeman	Lucas Gardiner	Natahsa Halonen	Justin Knepper	Trista LeBlanc	Maggie Merchberger	Sabrina Neveu	Karen Senkus	Patrick Shannon
Justin Knepper													
Damon Lieurance										_			
Scott Shackleton													
Jim Traynor											 		
Jim Martin													_

Term of

Office 12/31/2026 12/31/2027



Chippewa County RESOLUTION NO. 2025-06

Correctional Officers' Week

May $5^{th} - 12^{th}$, 2025

- Whereas each year the first full week of May, our nation takes time to recognize and honor the dedicated individuals who serve in one of the most challenging and often overlooked professions: corrections. Known officially as National Correctional Officers and Employee Week, this observance pays tribute to the correctional officers and all correctional staff who work tirelessly to maintain safety, enforce court mandates, and rehabilitate individuals within our criminal justice system; and
- Whereas Correctional Officers work on the front lines of our correctional facility, ensuring the safety of staff, inmates, and the public. The role is critical not only in enforcing rules and regulations but also managing crises and serving as the daily stabilizing force, often which can be unpredictable, and
- Whereas the safety and well-being of every citizen in Chippewa County is of the utmost importance, and the correctional officers who work in our correctional facilities dedicate themselves to this critical task each shift they work; their job demands vigilance, courage, integrity, and a deep sense of responsibility, and,
- Whereas in an environment that may become intimidating, aggressive, or even hostile, correctional officers are skilled professionals that are trained to maintain composure while preserving safety and property, and restraining people that may be dangerous to themselves or other; and,
- Whereas these honorable hard-working men and women are committed public servants, and without their expertise and service, the Chippewa County correctional facilities would be unable to operate as successfully and efficiently as they do today; and,
- Whereas during this week, we join with the citizens of Chippewa County to recognize every correctional officer that serves or has served with Chippewa County. We thank them for the essential role they play in helping to protect the people of Chippewa County, now,
- **Therefore, Be It Resolved** that the Chippewa County Board of Commissioners declares the week of May 5, 2025, through May 12, 2025, to be Correctional Officers' Week in Chippewa County, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

May 15, 2025		
•	*	Jim Martin, Chairman



Chippewa County Resolution 2025-07 Resolution Approving the MPSCS Integration Amended and Restated Agreements

At a meeting of the County Board of the County of Chippewa (the "County"), Chippewa County, Michigan, held on May 15, 2025, located at Sault Ste. Marie, MI at 4:30 P.M.

PRESENT:

ABSENT:

The following resolution was offered by Commissioner

and supported by

Commissioner

WHEREAS, Chippewa County Central Dispatch (CCCD) intends to Enter into amended and restated integration agreements with the Michigan Public Safety Communication System (the "MPSCS") and

WHEREAS, the CCCD Dispatch Director has presented a proposed amended and restated integration agreements which have been reviewed and approved as to form by the Chippewa County Central Dispatch 911 Advisory Board, and

WHEREAS, the Chippewa County Central Dispatch 911 Advisory Board has recommended that the Chippewa County Board of Commissioners APPROVE the amended and restated integration agreements as presented.

NOW, THEREFORE, BE IT RESOLVED; the Chippewa County Board of Commissioners Resolves the following:

Section 1. The Chippewa County Board of Commissioner does approve the MPSCS amended and restated integration agreements, as presented, and does authorize the **RESOLUTION**

2025-07 – Resolution Approving the MPSCS Integration Amended and Restated Agreements

Dispatch Director to sign the Agreements on behalf of the Chippewa County Board of Commissioners and bind Chippewa County Central Dispatch to the terms of the Agreements.

Section 2. The Dispatch Director is authorized to approve minor modifications to the language of the final signed Agreements, upon the advice and recommendations of the Chippewa County Central Dispatch 911 Board of Directors.

Section 3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

A VOTE WAS TAKEN AS	FOLLOWS
AYES:	
NAYS:	
ABSENT:	
RESOLUTION DECLAR	ED ADOPTED, May 15, 2025
	Jim Martin, Chairman, Chippewa County Board of Commissioners
	Steve Woodgate, County Clerk
STATE OF MICHIGAN)
COUNTY OF CHIPPEWA) ss.)
Board of Commissioners of Chi	ng is a true and complete copy of the resolution adopted by the County appewa County at a regular meeting held on the date first stated above, and I of such meeting was given as provided by law.
	Steve Woodgate, County Clerk



CHIPPEWA COUNTY CENTRAL DISPATCH
OFFICE OF EMERGENCY MANAGEMENT
4657 W INDUSTRIAL PARK DR
KINCHELOE MI 49788
PHONE (906)495-7488
FAX (906) 495-7489

5/7/25

Chippewa County Board of Commissioners

RE: Requested Resolution – Approving the MPSCS Integration Amended and Restated Agreements

Attached is a request for a resolution approving the MPSCS (Michigan Public Safety Communication System) amended and restated integration agreements. The resolution would also authorize the Director to sign and approve minor modifications to the language in the agreements after approval of the final signed agreements. Any changes would be proffered to the Chippewa County 911 Board of Directors.

These agreements are required to keep and maintain our radio equipment at the center and at the co-located tower on Sugar Island. In the past, the integration agreements for the Center and the Sugar Island Tower were separate. Under the new agreement Part I and Part II, the services have been combined.

The previous agreement for just the Dispatch Center was a 10 year contract starting in 2010 and was not renewed in 2020. The agreement for the Sugar Island Tower expires completely in 7 months.

The integration of these agreements will make the contract language concise and encompass all requirements and responsibilities and information in one document requiring only one renewal every 10 years.

Respectfully Submitted,

Greg Postma, Director

Chippewa County Central Dispatch postmag@chippewacountymi.gov

MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM AMENDED AND RESTATED INTEGRATION AGREEMENT WITH CHIPPEWA COUNTY

This Michigan's Public Safety Communications System Amended and Restated Integration Agreement (Agreement), amends and replaces the January 15, 2016 Integration Agreement between the State of Michigan (State), by its Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System (DTMB-MPSCS), and Chippewa County (Member) and is comprised of a Pre-Integration Section ("Part I") for console and full integration, and if applicable, a Final Integration Section ("Part II") for full integration preventative maintenance responsibilities. DTMB-MPSCS and Member together are referred to as the "Parties".

PART I PRE-INTEGRATION AGREEMENT

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

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

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

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

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

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

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

- A. 9-1-1 Dispatch Center—means a public safety radio communication center operated by the Member for emergency public safety dispatch purposes and integrated into the MPSCS for dispatching purposes.
- B. Agreement—means this Integration Agreement, comprised of Parts I and if applicable Part II, including exhibits, attachments, renewals, or amendments.
- C. Agreement Part I—means Part I of this Agreement, including its exhibits, attachments, renewals, or amendments.
- **D.** Agreement Part II—if applicable, means Part II of this Agreement, including its exhibits, attachments, renewals, or amendments.
- E. Best Efforts—means the contractual obligation of the Parties to meet all the terms and conditions of this Agreement using every reasonable means available.
- F. Communications Equipment— means the equipment located at the MPSCS or Member's Sites, comprised of towers; electronics equipment; ancillary equipment; equipment shelters; consoles and dispatch operations; and supporting facilities.
- G. Catastrophic Event—means a sudden failure of the Communications Equipment due to natural, manufacturer's defect, or other man-made force or event.
- H. Dispatch Console System— means the physical Site that comprises a dispatch operating position, including but not limited to, computers that run dispatch software and interfaces that allow operators to access the network, control local auxiliary functions, a voice processor module, site controller, network switching and access equipment recorder all operated by the Member and integrated into the MPSCS.
- I. DDP—means the Detailed Design Plan approved by DTMB-MPSCS and incorporated by reference into this Agreement.
- J. DTMB-MPSCS—means the Michigan Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System, which is the State of Michigan Department that manages and operates the MPSCS.
- K. Equipment Shelter—means the physical structure that houses the equipment that supports the operation of the Communications Equipment.
- L. Exhibit—means the attachments to Part I of this Agreement, which are incorporated into this Agreement and specify additional obligations as follows:
 - 1. Exhibit 1.A—means Detailed Design Plan (DDP) Required Information.

- 2. Exhibit 1.B—means Integrated Equipment Approval for Use Requirements.
- 3. Exhibit 1.C—means Integration Project Closeout Requirements.
- 4. Exhibit 1.D—means the Notice to Proceed emailed to Member and its Service Provider documenting DTMB-MPSCS's approval with the submitted DDP proposed system design.
- 5. Exhibit 1.E—means Member's MPSCS Member Subscriber means Agreement(s) incorporated by reference. If applicable, each of Member's user agencies will sign a MPSCS Member Subscriber Agreement. Exhibit 1.E may be amended from time to time to update the applicable MSA's under the Agreement.
- 6. Exhibit 1.F— means DTMB-MPSCS's Additional Terms and Payment Schedule for monitoring the connection of the Dispatch Consoles. (Applicable to Console only integrations, see Part II for full integration preventative maintenance, repair and monitoring responsibilities and additional terms.)
- M. FCC Licenses—means the radio broadcast licenses issued by the FCC to the State or the Member, as Licensees, and used for the MPSCS and/or the Member's Sites.
- N. Insurable Event—means events not excluded from insurance coverage under any insurance maintained by the Member.
- O. Interoperability—means an essential communication link within public safety and public service communications systems that permits units from two or more different entities to interact with one another, and to exchange information according to a prescribed method to achieve predictable results.
- P. Member—means a public safety agency or a governmental entity (federal, state, local or tribal), together with its officers, agents and employees, paid or volunteer; or a non-public safety and/or non-governmental entity providing direct support to public safety responses or a critical infrastructure provider authorized to hold membership with MPSCS. For purposes of this Agreement, the Member is identified in the Preamble.
- **Q.** Monitoring—means MPSCS actively monitoring the operational readiness of the Member's Sites integrated into the Network on a 24/7 basis via the NCC.
- R. Motorola—means Motorola Solutions, Inc. the company that designed and constructed the MPSCS pursuant to its December 8, 1994 contract with the State.

- S. MPSCS—means the Michigan's Public Safety Communications System, a statewide public safety communications system.
- T. MPSCS Member Subscriber Agreement—means the agreement between DTMB-MPSCS and the Member, granting it MPSCS member status. The MPSCS Member Subscriber Agreement specifies the MPSCS services provided to MPSCS members and the terms and conditions under which services are provided.
- U. MPSCS Standards—means the standards for design, construction, and performance, as specified in the contract between the State and Motorola; the MPSCS Emergency Management Plan; and the MPSCS Preventative Maintenance Schedule and the MPSCS Book of Technical Standards.
- V. Multicast Site—means a Multicast public safety communications system infrastructure, comprised of a tower, electronic equipment, ancillary equipment, equipment shelter, and supporting facility.
- W. Simulcast—means a Simulcast public safety communications system infrastructure, comprised of towers, electronics equipment, ancillary equipment, equipment shelters and supporting facilities.
- X. Network—means the MPSCS and the Member's Sites when working together to support the integrated radio operations requirements of the Parties.
- Y. NCC—means the MPSCS Network Communication Center, that controls and monitors the MPSCS.
- Z. Radio(s)—means control stations, consolettes, mobile, or portable radios, or any other radio frequency transmitter interface, to include 9-1-1 dispatch consoles all of which has a unique identification number programmed and operating on the System.
- **AA.** Radio Trouble Report—means a form used to communicate radio or system problems or issues to the MPSCS.
- BB. Seamless Roaming—means the ability of MPSCS members' Radios to roam through the integrated Systems.
- CC. Service Provider—means the contractor(s) retained by the Member to construct and/or maintain all or a portion of its Communications Equipment.
- **DD.** Site(s)—means either MPSCS' or Member's radio communications system and dispatch console system which will be integrated into the MPSCS for interoperability.
- EE. State—means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

- FF. Systems—means the MPSCS and the Member's Sites, each individually owned and operated by the State and the Member, respectively, and that together support the Parties' integrated radio operations.
- GG. Systems' Grade of Service—means level of busies.
- HH. Talkgroup—means a group of radio users that can share calls and messages as a group; a talkgroup comprises a group of users who have a need to communicate with each other.
- II. Talkgroup Prioritization Policy—means the MPSCS policy implemented to assure that at all times there is an appropriate prioritization of use on the Systems so that public safety users are given priority over general government users at times when either or both Systems experience an unacceptable level of busies.
- JJ. Testing—means all Acceptance Test Plans (ATPs) listed in this agreement, or the Detailed Design Review documentation.
- KK. Tower(s)—means the communication towers owned by either the MPSCS or Member; or the space on communication towers leased or licensed by the Member.

2. CONSIDERATION.

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

3. TERM.

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

4. RELATIONSHIP OF THE PARTIES.

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

5. <u>MEMBERS' SITES CONSTRUCTION AND MAINTENANCE</u> <u>SPECIFICATIONS.</u>

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

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

6. COMMUNICATIONS EQUIPMENT REQUIREMENTS.

- A. MPSCS Standards. The Member represents that the construction of its Sites will meet or exceed MPSCS standards in the MPSCS Book of Technical Standards, and in all respects the Member's Communications Equipment will be compatible and configured in a similar manner with MPSCS' Communications Equipment. The Member agrees to obtain a formal exception from DTMB-MPSCS before installation or implementation of any design, configuration, equipment, or system of its Communications Equipment.
- B. Portable Radio Coverage. DTMB-MPSCS makes no representations or makes any guarantees, or other assurances, that the Systems will enhance portable radio coverage based on the Member's benchmark test results.
- C. Third Party Interference. The Parties acknowledge that actual RF coverage reliability from either of the Systems may become degraded on an intermittent basis, or over time, due to third party interference beyond the reasonable control of either party. The Parties agree to use their Best Efforts, working cooperatively, to document, address and eliminate third party interference through the use of applicable FCC dispute resolution processes.

D. Integration.

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

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

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

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

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

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

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

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

4. System Grade of Service. The Parties acknowledge that the communications on the MPSCS can be degraded by the addition of

users or talkgroup traffic that exceeds the Systems' capabilities and cause an unacceptable increase to the Grade of Service. Each party agrees to evaluate the Member's increased radio traffic in addition to the Member's prospective users' impact to the MPSCS to avoid overloading. In the event there is potential for overloading due to Member's increased radio traffic or Member's prospective users', the Parties will use their Best Efforts to determine the required solution. If in order to resolve overloading, additional infrastructure and components (upgrades) are required to be added to the MPSCS, the Parties agree that the Member will provide for the upgrades at the Members sole cost.

5. Dispute Resolution. In the event that there is a dispute regarding any proposed modification and/or upgrade, or the portion of cost allocated to Member, the Parties shall work in good faith to resolve. If the Parties are unable to resolve the dispute, then the Parties will mutually agree on a resolution following the appropriate escalation process of both Parties.

7. THE MEMBER'S RESPONSIBILITIES.

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

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

1. Pre-Integration Review

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

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

2. Detailed Design Review

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

3. System Staging Testing and Acceptance

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

4. Go-Live Documentation and Acceptance

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

5. Final System As-Built Documentation

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

6. Project Changes

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

B. Federal and State Licensing Requirements.

- 1. The Member will obtain all appropriate approvals, registrations, permits, or primary licenses for operation of the Communications Equipment and frequency licenses, from the requisite agencies, including but not limited to, the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and the Regional Frequency Coordination Committee.
- 2. Both parties recognize the frequencies may change due to FCC mandates or optimization of MPSCS or Member.
- 3. The state-wide frequencies allocated by the MPSCS for use on any Member Tower(s) that are licensed to the State prior to this Agreement, will remain licensed in the name of the State of Michigan. All FCC licenses obtained for this Agreement will be licensed in the name of the State of Michigan for the duration of this integration.
- 4. The Member will comply with all applicable pre-construction federal regulatory environmental requirements necessary to obtain approvals, permits or licenses as required pursuant to applicable FCC Regulations, including but not limited to, any National Environmental Policy Act (NEPA) requirements. Member is solely responsible for the resolution and correction of any regulatory omission or violation.
- C. Decision to Rebuild. In the event of a Catastrophic Event, Member may, at its sole discretion, build, relocate, change or abandon all or part of its Sites at its sole cost. Member must issue a written notice to DTMB-MPSCS within thirty (30) days of a Catastrophic Event, summarizing the impact on the Member's Sites. Within ninety (90) days of the Catastrophic Event, Member must notify DTMB-MPSCS of its decision to either rebuild or abandon all or part of the Member's Sites.

D. Suitability, Insurance, and Indemnification.

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

- 2. Member must purchase and maintain insurance during the term of this Agreement to protect against claims which may arise out of, or result from its operations, under this Agreement as follows:
 - i. Member must carry Commercial General Liability coverage. This coverage must include bodily injury, personal injury, property damage, and contractual liability subject to limits of not less than \$1,000,000 each occurrence and when applicable, \$1,000,000 annual aggregate. This coverage must include the State of Michigan, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents as additional insured, only as respects liability directly arising from this Agreement.
 - ii. Member must have insurance for benefits payable under Michigan's Workers' Disability Compensation Law, including coverage for bodily injury, occupational sickness or disease, or death of Member's employees.
 - iii. Member must carry Commercial Motor Vehicle insurance, including hired and none owned coverage or its equivalent subject to limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iv. If Member fails to pay any premium for required insurance, or if any insurer cancels or significantly reduces any required insurance without the DTMB-MPSCS's written consent, at DTMB-MPSCS's election (but without any obligation to do so) after DTMB-MPSCS has given Member at least thirty (30) days prior written notice, DTMB-MPSCS may pay such premium or procure similar insurance coverage from another company or companies and Member must pay the entire cost upon DTMB-MPSCS's demand.
 - v. Member's compliance with the insurance requirements will not relieve Member of its obligations under its indemnification or other obligations under this Agreement.
 - vi. Member must provide insurance from an insurance company or municipal self-insurance organization authorized to do business in the State of Michigan.
 - vii. Insurance Certificates.
 - a. Members must provide DTMB-MPSCS within thirty (30) days following the effective date of this Agreement (Part I) and before any work commences and every year after while this Agreement is in effect, certificate(s) of insurance verifying liability coverage and listing the State of Michigan, its departments, divisions, agencies, offices,

commissions, officers, employees and agents as additional insured.

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

3. Waiver of Subrogation.

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

4. Indemnification.

- i. Member must indemnify the State, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents, and hold it harmless from any and all claims for, arising from any breach or default in the performance of this Agreement. Member must also indemnify the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents and hold it harmless from any and all claims, damages, and liabilities arising from any accident or injury arising from Member integrating into the MPSCS and the acts of Member's employees. Member's indemnification obligation includes all reasonable costs, reasonable counsel fees, reasonable expenses, and reasonable liabilities incurred by State in connection with any claim, action, or proceedings brought under this Agreement. Indemnity does not apply to claims, damages, or liabilities arising from the State's, its departments, divisions, agencies, offices, commissions, officers, employees and agents' sole negligence relating to this Agreement and is not to be construed as a waiver of governmental immunity.
- ii. Member agrees that every contract entered into for the performance of this Agreement will contain an identical provision to Section 7.C.4 above, requiring the Member's contractors to indemnify the Member and the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents. Member must provide DTMB-MPSCS with a copy of the contract evidencing this requirement prior to the contractor(s) commencing work.
- iii. Member's and its contractor(s) indemnification obligations survive the termination of this Agreement.
- E. Radio Interference. Member will not do anything in its operation of the Member's Sites that would cause any unreasonable interference with the

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

- F. Relocation of Communications Equipment. Member will not relocate the Communications Equipment unless such relocation will be conducive to the overall effective operation of the Network and approved by DTMB-MPSCS.
- G. Approved Software and Programming. Only software approved for the MPSCS may be installed on the Communications Equipment, Network equipment or other interconnected devices. A written request will be submitted to DTMB-MPSCS and approved by DTMB-MPSCS prior to any requested changes in Communications Equipment programming, hardware, software, or other functions of the System. No Talkgroups may be added or deleted from the Communications Equipment without the prior written approval of DTMB-MPSCS.
- H. Interconnecting the Communications Equipment to other networks or equipment. The Communications Equipment will not be wired or wirelessly interconnected to any external equipment, networks, or other facilities without DTMB-MPSCS's prior written approval.

I. Security.

1. MPSCS Towers:

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

2. Member Towers:

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

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

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

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

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

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

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

- L. Radio Users. Member is responsible for maintenance of the Member's radios and Member will use its best efforts to maintain its user's equipment to MPSCS and the radios' manufacturer specifications. Member will encourage its users to submit written MPSCS system Radio Trouble Reports to the person or persons coordinating radio communications for Member on forms provided by DTMB-MPSCS. Member will investigate and, to the extent feasible, provide solutions in response to its user's Radio Trouble Reports. Member will periodically report to DTMB-MPSCS on the status and disposition of its users' Radio Trouble Reports. In the event, Member determines that the Radio Trouble Report is related to the MPSCS and not a Member user's radio; it will immediately forward the Radio Trouble Report to the NCC for remedial action or resolution.
- M. NCC. Member will use the NCC as its single point of contact regarding the operation of the Member's Sites and its Communications Equipment. NCC's monitoring service costs will be billed in the year following the service, prorated from the beneficial use start date. Time and material costs associated to Member Towers for break fix, trouble shooting, and/or maintenance will be billed in the year following the service. In the event that Member decides at the end of the term to be mutually agreed upon by the Parties in the Agreement Part II, to retain another service provider for the maintenance and repair of the Member's Sites, it will adopt an Emergency Management Plan and Preventative Maintenance Schedule similar to plan and standards in the MPSCS Standards prior to the start date of the new service provider.

N. Patches and updates.

- i. NCC will periodically push patches and updates to equipment directly connected to the MPSCS. It is the Members responsibility for re-booting equipment on a weekly basis to implement latest updates and patches. Some equipment, such as Logging Recorders, have a specific re-boot process. See MPSCS Operating Systems and Software Patch Requirements Policy 4.1.14 for specific re-booting information.
- ii. If applicable, it is the Members responsibility to patch, update and reboot any equipment remotely connected to the MPSCS through a Member's controlled network, whether Member owned or Member supported equipment/devices. Equipment remotely connected to the MPSCS must meet MPSCS Standards. DTMB-MPSCS reserves the right to validate all equipment connected to the MPSCS through outside channels. See MPSCS Policy 4.1.14.

O. Emergency Alert Monitoring.

- i. Members who want to implement the Emergency Mode option must comply with the MPSCS Emergency Alert and Emergency Call Policy 1.1.3.
- ii. To utilize the Emergency Mode, the requesting member agency must have the ability to monitor the incoming Emergency Alert or an agreement with another agency that has this ability.
- iii. The monitoring responsibility must be prearranged prior to implementing this option. This assures a proper emergency response as well as facilitates acknowledgment and management of the alarm condition. The MPSCS Network Communications Center (NCC) observes all Emergency Alerts on their diagnostic terminals but is not liable to respond to such emergencies.
- iv. Alerts must be deactivated by the responsible agency once the emergency situation is over.
- P. Tower Leasing/Licensing. Member retains the right to license or lease its Tower(s) to third-parties. However, DTMB-MPSCS will only maintain Member Electronic Equipment on any Tower(s) with third-party co-locations and will not maintain the physical steel nor any third-party equipment. Upon Member entering into the first license or lease of a Member owned tower to a third-party, DTMB-MPSCS's maintenance and repair obligations for the Tower(s) and shelter will at DTMB-MPSCS's option terminate upon the Member entering into the first license or lease of a Member owned tower to a third party. The Member will give DTMB-MPSCS thirty (30) day's prior written notice that it has entered into a license or lease, and that it assumes

responsibility for the maintenance and repair, or has retained a qualified Service Provider for the maintenance and repair of the licensed or leased Tower. Additionally, the Member will submit to DTMB-MPSCS for approval a proposed Emergency Management Plan and Preventative Maintenance schedule that is consistent with the MPSCS Standards before the Service Provider's start date.

8. DTMB-MPSCS'S RESPONSIBILITIES.

- A. Communications Equipment Maintenance Notifications. DTMB-MPSCS will notify the Member, through the Member's associated dispatch center, of any Communications Equipment scheduled or emergency service requirement. (The Member will only be notified if scheduled maintenance is system impacting.)
- B. MPSCS Management and Operations. DTMB-MPSCS will manage, monitor, and keep the MPSCS in good working condition. DTMB-MPSCS will provide preventative maintenance in accordance with the MPSCS Preventative Maintenance Schedule and respond to Systems' outages pursuant to the MPSCS Emergency Plan.
- C. Upgrade and Enhancements Costs to the MPSCS Platform. An MPSCS upgrade that negatively affects the Network that supports the integrated radio operations requirements of the Parties will be totally at the expense of the State conditional on the allocation of funds from the State Legislature. Network enhancements may be covered by the State on the allocation of funds from the State Legislature, or at the Member's expense if it agrees to purchase the enhancement and pay for associated costs.
- Decision to Rebuild. In the event of a Catastrophic Event, DTMB-MPSCS will have the sole option and responsibility, to build or abandon all or part of the MPSCS at its sole cost, subject to the allocation of funds from the State Legislature authorizing the expenditure. DTMB-MPSCS will provide a written notice to the Member within thirty (30) days of such event, summarizing the impact to the MPSCS and Member's Sites. Within ninety (90) days of a Catastrophic Event DTMB-MPSCS will notify the Member of its decision to either rebuild or abandon all or part of MPSCS. In the event DTMB-MPSCS elects not to rebuild, the Parties will cooperate to request the FCC to assign to the Member FCC Licenses with sufficient channels to permit the continued operation of the Member's Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Member's Sites into the MPSCS
- E. Site Interruptions. DTMB-MPSCS will use its Best Efforts to manage the System so as to not disrupt the Member's law enforcement and emergency services operations. In the event that non-emergency repairs, upgrades, modifications, or enhancements to the Communications Equipment require temporary shutdown of MPSCS and/or the Sites' Communications Equipment,

DTMB-MPSCS will provide the Member with twenty-four (24) hours advance notice via the NCC.

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

9. NONDISCRIMINATION.

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, The Parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Parties further agree that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Any breach of this Section will constitute a material breach of the Agreement.

10. UNFAIR LABOR PRACTICES.

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

11. TERMINATION.

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

- C. FCC Frequencies. In the event that the Parties elect to separate into two independent systems, any existing Statewide or locally allocated frequencies will revert to the original allocation or licensee.
- D. Terminated Obligations. Upon termination of this Agreement by either party, any obligations of the other party for maintenance and/or repair services or upgrades will be terminated at such time that the Parties' systems become operationally independent of each other, or at the end of the thirty (30) months termination period, whichever occurs first.

12. NOTICES.

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

To: Member

Chippewa County Central Dispatch 4657 W. Industrial Park Drive Kincheloe, MI 49788 Attn: Director

To: DTMB-MPSCS

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

13. FORCE MAJEURE.

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

14. GOVERNING LAW.

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

15. AMENDMENTS.

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

16. NO WAIVER OF DEFAULT.

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

17. ENTIRE AGREEMENT AND ORDER OF PRIORITY.

This Amended and Restated Integration Agreement Part I (including if applicable, the Integration Agreement Part II), MPSCS Member Subscriber Agreement and MPSCS Co-location License Agreement (together the "Agreements"), represent the entire agreement between the Parties and supersede all proposals, prior agreements (oral or written), and all other communications between the Parties relating to matters covered in the Agreements. The Agreements will be read to be consistent with one another.

18. AGREEMENT PART I EFFECTIVE DATE.

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

19. HEADINGS.

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

20. SEVERANCE.

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

21. AGREEMENT NEGOTIATION.

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

22. VALIDITY.

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

23. COUNTERPARTS.

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

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

SIGNATURE PAGES FOLLOW

MEMBER				
MEMBER: Chippewa C	ounty			
				•
By:		_		
[ts:				
Date:				
	Member's resol execute the ag		greement, a	na tne person(s

		 _	
r: Bradley A. Stodda r: Director MPSCS	ard,		
ıte:			
		 	
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EXHIBIT 1.A

DETAILED DESIGN PLAN (DDP) REQUIRED INFORMATION

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

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

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

EXHIBIT 1.B

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

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

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

EXHIBIT 1.C

INTEGRATION PROJECT CLOSEOUT REQUIREMENTS

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

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

EXHIBIT 1.D

NOTICE TO PROCEED (Example email)

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

EXHIBIT 1.E

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

15 000	
17-002	CHIPP-CO-CD (Chippewa County Central Dispatch) First entered into on 2003-07-08
17-004	CHIPPEWA-CO-EMD (Chippewa County Emergency Management) First entered into on 2003-05-20
17-007	CHIPPEWA-CO-SD (Chippewa County Sheriff's Department) First entered into on 2003-09-24
17-008	CHIPP-CO-WAR-MEM (Chippewa County War Memorial Hospital) First entered into on 2004-08-19
17-009	CHIPP-CO-HEALTH (Chippewa County Health Department) First entered into on 2004-08-23
17-012	CHIPP-CO-CIR-CT (Chippewa County Circuit Court) First entered into on 2005-02-03
17-027	CHIPPEWA-CO-PA (Chippewa County Prosecuting Attorney) First entered into on 2005-12-08
17-042	CHIPPEWA-CO-ROAD (Chippewa County Road Commission) First entered into on 2011-06-13

EXHIBIT 1.F

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

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

Commencing on the beneficial use of the Dispatch Consoles System;

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

PART II AMENDED AND RESTATED FINAL INTEGRATION AGREEMENT

This Amended and Restated Michigan's Public Safety Communications System Integration Agreement Part II is entered between the State of Michigan, by its Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System (DTMB-MPSCS), and Chippewa County (Member). DTMB-MPSCS and Member together are referred to as the "Parties".

WHEREAS, the Parties agree that the requirements of Part I of the Agreement have been satisfied and that the integration of the Member's Sites and MPSCS may be implemented; And agree that Part I and Part II are integrated into one Agreement as of the effective date of Part II.

THEREFORE, the Parties agree to maintain the Network as provided in the Agreement for interoperable and enhanced communications coverage and performance in certain geographic locations within Member's corporate boundaries as follows subject to the following additional terms.

1. ADDITIONAL DEFINITIONS FOR PURPOSES OF PART II.

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

i. Exhibit 2.A—means DTMB-MPSCS's schedule for preventative maintenance, repair and monitoring responsibilities with additional terms. Exhibit 2.A may be amended from time to time to update the applicable preventative maintenance responsibilities under the Agreement.

2. ADDITIONAL CONSIDERATION.

The Member retains DTMB-MPSCS to monitor the Member's Communications Equipment in accordance with the terms and payment schedule provided in Exhibit 2.A.

3. DTMB-MPSCS'S RESPONSIBILITIES.

A. Communications Equipment Maintenance. DTMB-MPSCS agrees to monitor, maintain, and repair the Member's Communications Equipment on behalf of the Member in accordance with this Part II Agreement.

4. <u>MEMBER'S RESPONSIBILITIES.</u>

- A. Cyber Incident and Physical Security Breach Notification.
 - i. In the event of a cyber incident, affecting the MPSCS or Member, the Party affected by the cyber incident must notify the other party as

- soon as practicable but no later than 24 hours of becoming aware of the cyber incident.
- ii. In the event of a physical security breach, where any unauthorized entry into a facility that contains MPSCS connected equipment or where MPSCS network connectivity resides, the Member will notify MPSCS of the physical security breach as soon as practicable but no later than 24 hours of becoming aware of the physical security breach.
- B. Decommissioned Equipment. The Member is responsible for sanitizing any MPSCS decommissioned equipment immediately when no longer in use.

5. **EFFECTIVE DATE.**

The effective date of this Amended and Restated Part II is the date it is signed by DTMB-MPSCS.

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

SIGNATURE PAGES FOLLOW

MEMBER: Chippewa County			
·			
By:		·	
Its:			
Date:			
A copy of the Member's resolut authorized to execute the agree	•	•	the person(s)

STATE OF MICHIGAN: Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System				
By: Bradley A. Stoddard,				
Its: Director MPSCS				
Date:				

EXHIBIT 2.A

SCHEDULE FOR PREVENTATIVE MAINTENANCE, REPAIR AND MONITORING RESPONSIBILITIES WITH ADDITIONAL TERMS

- A. Consistent with the Integration Agreement, Member retains DTMB-MPSCS to provide Monitoring, maintain and repair the Tower, Microwave, 700/800 MHz and supporting electronics equipment at the Tower Sites as listed.
- B. Any work not specified in the below maintenance procedures is the responsibility of the Member.
- C. The MPSCS reserves the right to perform work or hire a subcontractor to perform work that is not being performed by Member and bill back the associated costs.
- D. The maintenance steps listed in any of the below maintenance procedures may be modified or changed based upon improvements in the maintenance and testing process or changes in technology or manufacturer's specifications without written notice or modification of this Agreement. Any changes will be in accordance with established MPSCS Book of Technical Standards.
- E. Member may request a different combination of repair and maintenance services from DTMB-MPSCS, at any time during the initial term or any renewal term, by sending a sixty (60) day advance written request to DTMB-MPSCS. Upon receipt of the request, DTMB-MPSCS will determine whether it can support the changes by the date requested. DTMB-MPSCS reserves the right to require longer than sixty (60) days to implement Member's changes if the request would substantially impact DTMB-MPSCS operations, such as requiring additional staffing to support the new repair and maintenance services to be managed DTMB-MPSCS. Reimbursement to DTMB-MPSCS will be adjusted to reflect this requested change based on the MPSCS Service Fees schedule in place at the time of the request.
- F. DTMB-MPSCS's Services will be compensated as follows:
 - 1. Member will reimburse DTMB-MPSCS for the replacement costs of Spare Parts, Materials, and Supplies, and will also be reimbursed for Member's integrated site equipment at the incurred labor costs.
 - 2. DTMB-MPSCS will also be reimbursed for its labor costs incurred, related to Service Providers' or manufacturers' warranty service; and in the performance end of its maintenance and repair of the Member's Multicast Sites.
 - 3. DTMB-MPSCS will be reimbursed time and deployment of the forestry cutter for the removal of overgrowth when Member's Site is not properly maintained. Member will be billed for the forestry cutter

- deployment cost for each day at the Member's Site and also the MPSCS technician's hourly cost for actual time spent maintaining Member's Site. The forestry cutter deployment cost and MPSCS technician's hourly cost may be found on the MPSCS Service Fees Schedule.
- 4. DTMB-MPSCS will be reimbursed for the labor costs incurred during the NCC's Monitoring of the Member's Sites. These costs are included in the DTMB-MPSCS Tower Site Monitoring fee. The parties agree the fee is a foreseeable cost and will not exceed a maximum five percent (5%) increase from the previous year's fee, with the exception of extreme circumstances.
 - The DTMB-MPSCS will recommend annually to the Michigan's Public Safety Communications Interoperability Board the planned Tower Site Monitoring fee increase for the next fiscal year. The Michigan's Public Safety Communications Interoperability Board will be tasked with reviewing the recommendation and approving the Tower Site Monitoring fee increase for the next fiscal year. The Michigan's Public Safety Communications Interoperability Board also has the capability to reduce the recommended Tower Site Monitoring fee if the Board sees reason to do so.
- 5. Member will be billed in arrears for time and materials costs related to preventative maintenance, repair and monitoring of Member's Sites, including expenses, payroll, benefits, and other overhead on an annual basis.
- 6. Member will submit payment for DTMB-MPSCS services, within thirty (30) days from DTMB-MPSCS's invoice date. See MPSCS Voice, Data and Fire Paging Fee Structure Policy 1.1.1. If Members account is not paid within thirty (30) days, any template programming requests will be held until payment has been received and processed. Invoices not paid within ninety (90) days of the invoice date will be referred to the MPSCS Director for review. Non-payment is a material breach of this Agreement; cause for termination of DTMB-MPSCS's Services, and termination of this Agreement useful life and/or manufacturer support.
- 7. Payments will be directed to DTMB-MPSCS at the address shown on the invoice and will be made payable to the State of Michigan.
- 8. For any questions regarding DTMB-MPSCS invoices, please contact MPSCS Billing Support at MPSCS-Bus@michigan.gov. If you are not receiving invoices, please update the Member's Invoice Contact information in Exhibit A of the Member Subscriber Agreement and submit to DTMB-MPSCS at MPSCS-Bus@michigan.gov.
- G. The Parties will use their Best Efforts to negotiate a mutually acceptable service period and rate for the continuation of DTMB-MPSCS Services. In the event DTMB-MPSCS's services are not continued, Member agrees it

will retain the services of a qualified contractor approved by DTMB-MPSCS to maintain and repair the Member's Site.

Preventative Maintenance Tasks RESPONSIBILITIES TABLE

RESPONSIBILITIES TABLETO BE PASTED HERE - to come



Chippewa County RESOLUTION NO. 2025-08

Support Bringing Amtrak to the Upper Peninsula of Michigan

At a meeting of the County Board of the County of Chippewa (the "County"), Chippewa County, Michigan, held on May 15, 2025, located at Sault Ste. Marie, MI at 4:30 P.M.

PRESENT:

ABSENT:

The following resolution was offered by Commissioner

and supported by Commissioner

WHEREAS The Chippewa County Board of Commissioners the governing body for Chippewa County Michigan representing Chippewa County, including the city of Sault Ste Marie, the university community of Lake Superior State University and citizens of Chippewa County Michigan the Amish community of Chippewa County

WHEREAS Chippewa County residents and visitors don't have access to the national transportation network, this prohibits economic development access to quality healthcare access to educational opportunities and employment opportunities.

WHEREAS SO IT BE RESOLVED THAT Chippewa County Board of Commissioners asks for access to the national transportation network for Chippewa County residents and visitors so we urge that Amtrak (National Passenger Rail Corporation) and MDOT office rail and WISDOT office of Rail the USDOT extend the Hiawatha train north of Milwaukee to the Upper peninsula of Michigan utilizing CN rail tracks and refurbished abandoned rail lines to have stops in Sault Ste Marie with St Ignace being the terminus of this route. With a 930 AM arrival in Chicago using Schedule 332. Northbound schedule shall be Schedule 339. Leaving Chicago at 5 08 PM. As soon as possible.

WHEREAS Chippewa County is home to a major tourist destination the Soo Locks plus an international border which will provide additional passenger catchment for excellent return on the investment.

SO, BE IT RESOLVED THAT ON THIS DATE, the Chippewa County Board of Commissioners supports bringing Amtrak to Chippewa county in an expedited fashion.

This resolution shall be sent to the USDOT, Amtrak, MDOT and WISDOT The Northwoods Rail Transit Commission. Michigan Association of Railroad Passengers and Wisconsin Association of Railroad Passengers The governors of Michigan and Wisconsin and US house rep Jack Bergman and US senators Peters Slotkin and Johnson (WI). Michigan legislative members Wisconsin legislative members and MAC Michigan Association of counties for urgent approval support and quick service implementation.

RESOLUTION 2025-08 Michigan.	– Resolution of Su	upport for Bringing Amtrak to the Upper Peninsula of
YEAS:		
NAYS:	,	
ABSENT:		
RESOLUTION DECLARE	ED ADOPTED, Ma	y 15, 2025
		Jim Martin, Chairman, Chippewa County Board of Commissioners
		Steve Woodgate, County Clerk
STATE OF MICHIGAN)	
COUNTY OF CHIPPEWA) ss.)	
		ete copy of the resolution adopted by the County Board of Commissioners of the first stated above, and I further certify that public notice of such meeting was
		Steve Woodgate, County Clerk

Chippewa County Board of Commissioners 319 Court Street Sault Ste. Marie, MI 49783

Phone: (906) 635-6330 Fax: (906) 635-6325



Jim Martin Scott Shackleton Justin Knepper Damon Lieurance Jim Traynor

May 15, 2025

Mr. Wade Moreland
U.S. Department of Transportation
Maritime Administration
Office of Port Infrastructure Development
1200 New Jersey Avenue SE
Washington, DC 20590

SUBJECT: Support for Detour Township Economic Development Corporation's PIDP Grant Application for the Stone Mountain Harbor Development Project

Dear Mr. Moreland:

I am writing to express my strong support for the DeTour Township Economic Development Corporation (EDC) application regarding the Stone Mountain Harbor Development Project, which is currently under review by the Maritime Administrator's Port Infrastructure Development Program. This vital initiative is poised to significantly advance the Great Lakes Maritime Industry, creating a robust competitive marketplace while offering employment opportunities and fostering strategic partnerships with maritime companies.

Furthermore, this project is essential for encouraging young people and their families to stay in the Eastern Upper Peninsula (EUP), ultimately leading to stimulated economic growth and a renewed appreciation for the rich maritime heritage along the St. Mary's River.

The proposed development of a port will enable the transportation of mined aggregate via large vessels, up to 1,000 feet in length, to various destinations across the Great Lakes region. In addition to accommodating the movement of other important commodities, the port will serve as a dredged material recycling hub and act as an essential "safety valve" for the Soo Locks during emergencies. Stone Mountain Aggregates will extract the stone, which will then be transported to Stone Mountain Harbor for efficient loading onto vessels navigating the St. Mary's River.

A project of this size is a win-win situation for not only DeTour Township, but the entire Eastern Upper Peninsula and Chippewa County, as a whole; to promote trade and bring new businesses to our area. Being able to promote our area to recruit and retain business in Chippewa County is a priority.

Investing in this project means investing in the future of our community, the sustainability of our maritime economy, and the legacy of the Great Lakes region. Thank you for considering this grant application. We are confident that, with your support, we can continue to advance our shared goals of economic vitality, safety, and resilience in U.S. maritime infrastructure.

Sincerely,

Jim Martin Chair

Chippewa County is an Equal Employment Opportunity Employer