



**CHIPPEWA COUNTY  
BOARD OF COMMISSIONERS  
FINANCE, CLAIMS AND ACCOUNTS COMMITTEE**

*Scott Shackleton, Chairperson*

**NOTICE OF MEETING**

The Chippewa County Board of Commissioners Finance, Claims and Accounts Committee will hold a regular meeting on Tuesday, June 9, 2026, beginning at 4:30 p.m. in the Chippewa County Building 91<sup>st</sup> District Courtroom, (or Circuit Courtroom, if necessary) in Sault Ste. Marie, Michigan.

**AGENDA**

**1. CALL TO ORDER AND ROLL CALL**

**2. ADDITIONS / DELETIONS TO THE AGENDA**

**3. APPROVAL OF THE AGENDA**

**4. PUBLIC COMMENT**

**5. CORRESPONDENCE AND INFORMATION ITEMS – no action required**

- 1. Treasurer's Invest Report .....1
- 2. Travel Request .....2

**6. AGENDA ITEMS**

- 1. Chippewa County
  - a. Audit Presentation and Approval FYE12/31/2025 (Anderson Tackman & Co)
- 2. Health Department
  - a. Insurance Tail Coverage Dr, Wilkerson – 3-years - \$19,134.70 .....3
  - b. Medical Officer Insurance Premium – Dr. Beaulieu \$5,000.00 ....4
  - c. Community Health Worker Pay Rate Change Request to County Grade 7 from HD Range 3.....6
- 3. Northcare Networks – FY27 Liquor Tax Funds Request
  - a. CCHD – Harm Reduction -\$10,540.00 .....7
  - b. Mental Health Court - \$10,540.00.....11
  - c. Drug Court - \$10,540.00 .....17
- 4. Friend of the Court
  - a. MGT – Service Agreement change to electronic timekeeping .....21
- 5. State Court Administrative Office (SCAO) Grant Funding
  - a. Target Award for 50<sup>th</sup> Circuit Court – Hybrid DWI/Drug Court Operational Target Award \$69,341 .....24

- b. Target Award for 91<sup>st</sup> District Court – Adult Mental Health Court Operational Target Award \$108,910.....26
- 6. Public Defender
  - a. MIDC Conflict Legal Services Agreement Lillian E. Harmon .....28
- 7. Office of Emergency Services/E 9-1-1
  - a. 800 mhz pager Project – Title III Funds - \$34,209.06 with budget amendments needed.....33
  - b. Building Lease Extension with Chippewa County EDC .....35
  - c. FY25-26 Hazardous Materials Emergency Preparedness Grant (HMEP) - \$2,240.00.....39
- 8. Three Shores Cooperative Invasive Species Management Area (CISMA)
  - a. MOU – to re-establish a cooperative effort for management and control of invasive species across Chippewa, Luce and Mackinac Counties and to create Three Shores CISMA.....49
- 9. Sheriff's Office
  - a. Talitrix Agreement – Electronic Monitoring Products and Service Agreement.....55
  - b. 16' Aluminum trailer purchase with ORV grant funds - \$7,499.00 .....63
  - c. SUV Bid Summary.....68
  - d. Search and Rescue Training Authorize and Budget.....69
- 10. Information Systems
  - a. Bid Summary
    - i. Multi-factor Authentication ..... 70
  - b. Technology Service Agreement – Kinross Police Department ..... 71
  - c. MCCi, LLC Services Agreement for Laser Fiche ..... 82
- 11. Administration
  - a. Update Chippewa County's FOIA Procedures and Guidelines..... 89

**7. FINANCE**

- 1. Claims and Accounts
  - a. County - May .....96
  - b. Health Department Budget Amendments and New Funds .....97
    - i. New Funding \$5,000.00, \$51,778.00 & \$10,000.00 for existing Departments
    - ii. Accept New Funding and Authorize New Departments needed for Rural Health Transformation Program \$51,232.00 – Dept. 650 and LHD Support Share \$21,530.00 – Dept 647
  - c. Financial Reports (emailed)

**8. COMMITTEE COMMENTS**

**9. CHAIRPERSON'S COMMENTS**

**10. ADJOURN**

Investment Report  
April 30, 2026

Bank	Yield	Yield	Total C.D.'s
First National Bank of America	101	3.89	298,144.87
Total Investments on Common Bank Account			298,144.87
NOW ACCOUNT	Common Bank Checking		7,814,111.11
Nicolet Bank	Checking 521	001-002	3,241.75
Huntington Bank	516	3.9 001-001	215,852.58
Nicolet Bank	521	003-000	578,394.82
Huntington Bank-ICS	101,516,521,522	3.5	14,939,415.20
Total Common Bank Account			23,551,015.46
<u>Other Fund C.D's</u>			
Morgan Stanley	516	4.30	250,000.00
GOLDMAN SACHS	516	5.10	250,000.00
ALLY BANK	516	3.95	250,000.00
TOYOTA FINANCIAL	516	3.85	250,000.00
Morgan Stanley	516	4.15	250,000.00
US TREASURY-nicol wealth	521	3.70	578,394.82
NICOLET BANK	516	4.25	504,375.00
CIBC-CDARS	516	3.90	633,159.33
NICOLET BANK	516	3.94	554,799.60
Other Fund Investments			
Total Other Funds			3,520,728.75
Grand Total			<b>27,071,744.21</b>
G.F.-CSB-NOW Int. Earned AS OF April 30, 2026			48,777.92
General Fund Interest Earned AS OF April 30, 2026			146,615.99
DTRF/Other Interest Earned a AS OF April 30, 2026			42,436.66
Total Interest Earned to Date			<b>237,830.57</b>

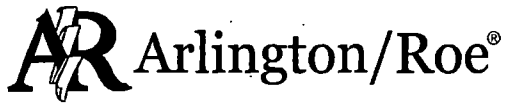
**SCHEDULE OF TRAVEL EXPENSES**

June 9, 2026

Department	Received by Administrator's Office	Purpose	Destination	Travel Date(s)	Expenses				
					Lodging	Meals	Mileage	Registration	Total
Friend of the Court	5/1/2026	Enforcement Training	Escanaba	7/13-14/2026	110.00	122.00	261.00	0.00	\$ 493.00
Friend of the Court	5/1/2026	Intergovernmental Training	Gaylord	6/25/2026	0.00	0.00	176.20	0.00	\$ 176.20
Central Dispatch	5/4/2026	LEIN TAC	Marquette	7/13-14/2026	214.00	61.00	0.00	0.00	\$ 275.00 County Vehicle
Central Dispatch	5/4/2026	MMRMA PSAP Board Meeting	Gaylord	6/16/2026	0.00	0.00	0.00	0.00	\$ - County Vehicle
Central Dispatch	5/4/2026	UP 911 Authority	Escanaba	5/8/2026	0.00	0.00	0.00	0.00	\$ - County Vehicle
Health Dept - PFH	5/12/2026	SUD Prevention Coalitions Conference	Mt. Pleasant	7/13-14/2026	150.00	92.00	324.10	100.00	\$ 666.10
Health Dept - EH	5/12/2026	MDARD Training - Specialized Food Procession	Newberry	9/30/2026	0.00	48.00	94.98	0.00	\$ 142.98
Sheriff's Office	5/12/2026	Active Violence Response Instructor	Grayling	8/2-7/2026	600.00	305.00	8.00	700.00	\$ 1,613.00 County Vehicle
Sheriff's Office	5/12/2026	FBI - LEEDA	Northville	6/7-12/2026	600.00	305.00	8.00	795.00	\$ 1,708.00 County Vehicle
Central Dispatch	5/13/2026	Northern Michigan Area Committee	Mackinac County	8/17-19/2026	0.00	0.00	0.00	0.00	\$ - County Vehicle
Central Dispatch	5/13/2026	Northern Michigan Area Committee	Traverse City	5/27/2026	0.00	0.00	8.00	0.00	\$ 8.00 County Vehicle
Health Dept - PFH	5/18/2026	Tobacco Free Michigan's Annual Conference	Okemos	7/21-22/2026	120.00	62.00	431.40	65.00	\$ 678.40
Health Dept - EP	5/19/2026	Northern Michigan Area Committee	Traverse City	5/27/2026	0.00	0.00	230.60	0.00	\$ 230.60
Central Dispatch	5/19/2026	Trial In Macklanc County	St. Ignace	5/28/2026	0.00	0.00	26.54	0.00	\$ 26.54
Health Dept - PFH	5/20/2026	Michigan Hubs Statewide Collaboration Summit	Lansing	5/28-29/2026	300.00	152.00	424.15	0.00	\$ 876.15
Friend of the Court	5/21/2026	Cert/Decert	Gaylord	6/11-12/2026	110.00	122.00	174.75	0.00	\$ 406.75
Friend of the Court	5/21/2026	MISACWIS	Gaylord	6/23-24/2026	110.00	122.00	174.75	0.00	\$ 406.75
Friend of the Court	5/21/2026	Introduction to Child Support and MICSES	Escanaba	7/7/10/2026	330.00	183.00	240.70	0.00	\$ 753.70
Health Dept - PFH	5/26/2026	Patagonia Conference	Mt. Pleasant	6/23-25/2026	750.00	234.00	341.50	0.00	\$ 1,325.50
Sheriff's Office	5/27/2026	TSTP Lethal Wapon 2026	Marquette	6/16-18/2026	240.00	122.00	0.00	0.00	\$ 362.00 County Vehicle
Sheriff's Office	5/27/2026	Job Task Analysis	Ingham County	6/1-2/2026	120.00	122.00	8.00	0.00	\$ 250.00 County Vehicle
Health Dept - PFH	6/1/2026	2026 HIV & STI Conference	Muskegon	8/31-9/2/2026	298.00	62.00	450.25	0.00	\$ 810.25

**DEPARTMENT SUMMARY**

DEPARTMENT	Lodging	Meals	Mileage	Registration	Total
Administration					
Medical Examiner					
Animal Control					
Building Department					
Central Dispatch-OES	214.00	61.00	34.54	0.00	309.54
Circuit Court					
Circuit Court - Family Division					
Circuit Court - Drug Court					
Commissioners					
County Clerk					
District Court					
District Court - Mental Health Court					
Equalization					
Friend of the Court	660.00	549.00	1,027.40	0.00	2,236.40
Health Department - PFH & EH	1,618.00	650.00	2,066.38	165.00	4,499.38
Health Department - Admin & EP	0.00	0.00	230.60	0.00	230.60
Information Systems					
MSU Extension					
PA - Victim Advocate					
Probate Court					
Prosecuting Attorney					
Public Defender - MIDC Grant					
Register of Deeds					
Sheriff	1,560.00	854.00	24.00	1,495.00	3,933.00
Treasurer					
Surveyor					
Veterans Affairs					
<b>TOTAL</b>	<b>4,052.00</b>	<b>2,114.00</b>	<b>3,382.92</b>	<b>1,660.00</b>	<b>11,208.92</b>



Managing General Agents | Wholesale Insurance Brokers

Christopher J. Katona  
U.P. Insurance Agency, Inc.  
400 US Hwy 41 E, Ste 103  
Negaunee, MI 49866

Subject: Catherine Wilkerson MD – EO000058780-03

Hi Chris,

Here are the options for extended reporting period coverage options for Dr. Wilkerson's policy:

- 1 year – Premium \$9,334.00 + SL Tax \$233.35 = Total Premium \$9,567.35
- 2 years – Premium \$14,001.00 + SL Tax \$350.03 = Total Premium \$14,351.03
- 3 years – Premium \$18,668.00 + SL Tax \$466.70 = Total Premium \$19,134.70

If the insured wishes to purchase any of these options, we will need to be notified by the policy expiration date, and payment in full must be received no later than **July 24, 2026**.

Please advise if you have any questions.

Sincerely,

Katina Ward  
Assistant Broker, Healthcare & Human Services  
Arlington/Roe & Co., Inc.



400 U.S. 41 East, Ste.104 Negaunee, MI 49866

Office: (906) 475-5400

Fax: (906) 475-5100

Website: [www.upins.com](http://www.upins.com)

June 4<sup>th</sup>, 2026

**SUBJECT: Physicians' Professional Liability**

Attached please find the Physicians Professional Liability quote that would be written with MedPro Group. This quote is for the scheduled insured Michael G Beaulieu MD.

If you should have any questions, please do not hesitate to give us a call or email.

Thank you

Sincerely,

Anthony Katona

## Quotation

COVERAGE IS NOT BOUND BY THIS QUOTATION AND MAY BE MADE EFFECTIVE ONLY BY AN AUTHORIZED REPRESENTATIVE OF THE INSURER.

<b>Named Insured:</b>  Michael G Beaulieu MD 603 Newberry Ave Newberry, MI 49868-1502	<b>Name of Insurer(s):</b> National Fire & Marine Insurance Company ("National Fire & Marine")  <b>Agent:</b> Arlington/Roe & Co Inc 8888 Keystone Xing Ste 900 Indianapolis, IN 46240-4617
<b>Policy Period:</b> 06/15/2026 - 06/15/2027	
<b>PRIMARY POLICY</b> <span style="float: right;">Policy Number: INDES093895-01</span>	
<b>Physicians Professional Liability</b>	
<b>Type:</b> Claims Made	
<b>Limits of Liability:</b> \$ 200,000 Per Event Limit \$ 600,000 Aggregate Limit	
<b>Deductible:</b> \$ 2,500 Per Event Deductible - Loss & Claims Expense \$ N/A Aggregate Deductible	
<b>Retroactive Date:</b> 07/12/2024	
<b>Schedule of Insureds:</b> Michael G Beaulieu MD <span style="float: right;"><b>Premium for Coverage:</b> \$ 5,000</span>	

	<b>TOTAL PRIMARY PREMIUM:</b>	<b>\$ 5,000</b>
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Primary Premium:	\$ 5,000
<b>TOTAL PREMIUM FOR ABOVE COVERAGES:</b>	<b>\$ 5,000</b>

MedPro Group is the marketing name used to refer to the insurance operations of The Medical Protective Company, Princeton Insurance Company, PLICO, Inc. and MedPro RRG Risk Retention Group. All insurance products are administered by MedPro Group and underwritten by these and other Berkshire Hathaway affiliates, including National Fire & Marine Insurance Company. Product availability is based upon business and regulatory approval and may differ among companies. Visit [medpro.com/affiliates](http://medpro.com/affiliates) for more information.

June 3, 2026

To: Kelly Church, Chippewa County Administrator  
From: Karen Senkus, Health Officer *KMS*  
Re: Community Health Worker Pay Rate

This is a request to move the health department's Community Health Worker pay range from the health department range 3 to the county range 7. This move would address the upcoming increase in minimum wage and will bring another health department position in line with the county pay scale.

The difference in pay is as follows:

Health Department range 3: \$15.42 - \$18.47 over three years  
County range 7: \$16.92 - \$19.95 over four years

The current grant funding levels are capable of supporting this increase in wages.

Thank you for considering this request.

**NORTHCARE NETWORK  
SUBSTANCE USE DISORDERS**

**FY27 Liquor Tax Funds Request**

<b>Name of County:</b>	Chippewa	<b>Project:</b>	Harm Reduction Click or tap here to enter text.
<b>Available funding for FY27: (35% of FY26 County Liquor Tax monies sent to NorthCare)</b>	\$	<b>Amount of FY27 Request: (10/1/26-9/30/27)</b>	\$10,540.49

<b>Name of Contact Person:</b>	Karen Senkus	<b>Title of Contact Person:</b>	Health Officer, CCHD
<b>Phone Number:</b>	906.253.3103	<b>Email/Address:</b>	kсенkus@chippewacountymi.gov

**NOTES:**

- Funds must be spent on Substance Use Disorder Prevention, Recovery or Treatment services within the county.
  - Some examples include, but are not limited to programming, Drug/Treatment court case management, drug testing supplies/services for court involved individuals, and training related to substance use disorders.
- When multiple requests are submitted, they should be submitted together in one submission on behalf of the county.
  - Multiple County requests must be totaled together and can't exceed the Total Available Funding for FY27.
- If a request involves multiple counties, provide details on the amount per county.
- Provide a copy of the completed request to the County Administrator or Commission Chair.

**DEADLINE: Friday, June 12, 2026**

Please email to NorthCare Network:

NorthCare Network  
1230 Wilson St., Marquette MI 49855  
contracts@northcarenetwork.org

**Provide a brief description of how funds will be spent:**

**What services will be provided:**

*(Examples might include: case management, life skills, drug testing, scrams, soberlinks, treatment services)*

The Chippewa County Health Department has operated a Harm Reduction program since 2017. Services provided to individuals include the provision of clean supplies to prevent infectious disease, assessment of the individual by a registered nurse, referrals to community service organizations as needed, testing for Hepatitis C and HIV, and care for wounds related to the injection or use of substances. Support of the individual is also offered.

**Who will provide the services:**

*(Examples might include: Case Managers, Probation Officers, Public Health Nurses, Contracted Treatment Providers)*

The Chippewa County Health Department employs public health nurses who deliver this service to qualifying individuals. CCHD also partners with area organizations to test for Hepatitis C and HIV and deliver treatment.

**What needs exist within the county that support these services?**

*(Examples might include: populations to be served, focus areas of the project, county priority items)*

This service is provided to Chippewa County residents who engage in intravenous and other methods of substance misuse who are at risk of contracting Hepatitis C or other illness due to sharing needles and supplies with others that may be infected. Chippewa County remains committed to preventing the increase of Hepatitis C and other infectious diseases related to substance misuse.

**What items are needed to provide the above services?**

*(Examples might include: needed items such as: SCRAMS/soberlinks, drug testing supplies, harm reduction supplies, materials for delivery of services)*

Items needed to provide this service include the following:

Harm reduction supplies: syringes, pipes, cookers, condoms

Personal care items: hygiene products, soap, toothbrushes and paste, socks, gloves and hats, coats

Payment for sharps pick-up

Financial support to maintain the mobile unit and pay for parking

Financial support for training opportunities for staff

Attachments to include:

- Budget

**DEADLINE: Friday, June 12, 2026**

Please email to NorthCare Network:

NorthCare Network

1230 Wilson St., Marquette MI 49855

contracts@northcarenetwork.org

- **Liability Insurance**

**Attach separate descriptions for multiple services/programs/departments**

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1230 Wilson St., Marquette MI 49855  
contracts@northcarenetwork.org

## PROGRAM BUDGET SUMMARY

View at 100% or Larger

Use **WHOLE DOLLARS** Only

<b>GRANTEE NAME</b> Chippewa County Health Department		<b>PROGRAM</b> Harm Reduction	
<b>MAILING ADDRESS (Number and Street)</b> 508 Ashmun Street, Suite 120			
<b>CITY</b> Sault Ste. Marie	<b>STATE</b> MI	<b>ZIP CODE</b> 49783	
<b>EXPENDITURE CATEGORY</b>		<b>Proposed Budget</b>	<b>TOTAL BUDGET (use whole dollars only)</b>
1. <b>SALARY &amp; WAGES</b> (Drug Court Case Management, Non-Contractual Employees)			\$0
2. <b>FRINGE BENEFITS</b>			\$0
3. <b>TRAVEL</b>		\$1,500	\$1,500
4. <b>SUPPLIES &amp; MATERIALS</b> (Drug Testing Supplies, Program Materials, Books, Curriculums, and Supply Related Expenses)		\$5,000	\$5,000
5. <b>CONTRACTUAL</b> (Contractual Employees for SUD Treatment Services; SUD Assessments, Drug Testing)			\$0
6. <b>EQUIPMENT</b> (Scrams & Soberlinks, and other items)			\$0
7. <b>OTHER EXPENSES</b> (Staff Trainings and other expenses)		\$4,040	\$4,040
8. <b>TOTAL DIRECT EXPENDITURES</b> (Sum of Lines 1-7)		<b>\$10,540</b>	<b>\$10,540</b>
<b>Must choose one indirect cost rate. Budgets with both indirect costs will be returned.</b>			
9. <b>INDIRECT COSTS:</b> (Total Expenses; total in line 8)		<b>Rate #1 %</b>	\$0
<b>INDIRECT COSTS:</b> (Salary & Fringes ONLY)		<b>Rate #2 %</b>	\$0
10. <b>TOTAL EXPENDITURES</b>		<b>\$10,540</b>	<b>\$10,540</b>
<b>SOURCE OF FUNDS:</b>			
11. <b>FEES &amp; COLLECTIONS</b>			\$0
12. <b>STATE AGREEMENT</b>			\$0
13. <b>LOCAL</b>			\$0
14. <b>FEDERAL</b>			\$0
15. <b>OTHER(S)</b>			
16. <b>TOTAL FUNDING</b>		Local Funding <b>\$0</b>	NorthCare Funding <b>\$10,540</b>

**NORTHCARE NETWORK  
SUBSTANCE USE DISORDERS**

**FY27 Liquor Tax Funds Request**

<b>Name of County:</b>	Choose a County <u>Chippewa</u>	<b>Project:</b>	Choose a Project <u>Chippewa County Mental Health Court</u>
<b>Available funding for FY27:</b> <i>(35% of FY26 County Liquor Tax monies sent to NorthCare)</i>	<u>\$\$31,621.47.</u>	<b>Amount of FY27 Request:</b> <i>(10/1/26-9/30/27)</i>	<u>\$\$10,540.49</u>
<b>Name of Contact Person:</b>	<u>Natasha Halonen</u>	<b>Title of Contact Person:</b>	<u>Coordinator</u>
<b>Phone Number:</b>	<u>906-440-5303</u>	<b>Email Address:</b>	<u>nhalonen@ chippewacountymi.gov</u>

**NOTES:**

- Funds must be spent on Substance Use Disorder Prevention, Recovery or Treatment services within the county.
  - Some examples include, but are not limited to programming, Drug/Treatment court case management, drug testing supplies/services for court involved individuals, and training related to substance use disorders.
- When multiple requests are submitted, they should be submitted together in one submission on behalf of the county.
  - Multiple County requests must be totaled together and can't exceed the Total Available Funding for FY27.
- If a request involves multiple counties, provide details on the amount per county.
- Provide a copy of the completed request to the County Administrator or Commission Chair.

**DEADLINE: Friday, June 12, 2026**

Please email to NorthCare Network:

NorthCare Network  
1230 Wilson St., Marquette MI 49855  
contracts@northcarenetwork.org

**Provide a brief description of how funds will be spent:**

**What services will be provided:**

*(Examples might include: case management, life skills, drug testing, scrams, soberlinks, treatment services)*

Chippewa County Mental Court (CCMHC) integrates case management, mental health treatment, and community resources to assist in bettering a person's mental health. CCMHC works with participants on goal setting, recovery capital, nutrition, budgeting, abstinence from substances and taking needed mental health medications.

CCMHC is an intensive probation setting with phases to progress up to graduation, goals attained are incentivized and gift cards or a form of judicial accolade is given. Opposite of progress in the program would be a sanction where more oversight may be needed to comply/support abstinence is increased drug testing, scam is placed on the participant, sober link, treatment center placement and lastly jail.

**Who will provide the services:**

*(Examples might include: Case Managers, Probation Officers, Public Health Nurses, Contracted Treatment Providers)*

CCMHC has a team of "heads from the local resources" who give feedback on best care for the participants. The primary people who implement this care is the CCMHC coordinator, CCMHC field agent, CCMHC mentor, MDOC probation officer and 91st district probation

**What needs exist within the county that support these services?**

*(Examples might include: populations to be served, focus areas of the project, county priority items)*

CCMHC identifies the county's highest risk and high needs participants/population. These participants in the highest rate of the population to return to substance use or reoffend.

**What items are needed to provide the above services?**

*(Examples might include: needed items such as: SCRAMS/Soberlinks, drug testing supplies, harm reduction supplies, materials for delivery of services)*

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1230 Wilson St., Marquette MI 49855  
contracts@northcarenetwork.org

CCMHC list of needed services would be; drug testing supplies, scam, sober link, materials for bettering mental health education, incentives for goals reached, treatment services, SUD services, and home checks to ensure compliance.

Attachments to include:

- Budget
- Liability Insurance

Attach separate descriptions for multiple services/programs/departments

**DEADLINE: Friday, June 12, 2026**

Please email to NorthCare Network:

NorthCare Network  
1230 Wilson St., Marquette MI 49855  
contracts@northcarenetwork.org

## PROGRAM BUDGET SUMMARY

View at 100% or Larger

Use **WHOLE DOLLARS** Only

<b>GRANTEE NAME</b> Natasha Halonen			<b>PROGRAM</b> Chippewa County Mental Health Court	
<b>MAILING ADDRESS (Number and Street)</b> 325 Court St.				
<b>CITY</b> Sault Ste Marie	<b>STATE</b> MI	<b>ZIP CODE</b> 49783		
<b>EXPENDITURE CATEGORY</b>		<b>Proposed Budget</b>	<b>TOTAL BUDGET (use whole dollars only)</b>	
<b>1. SALARY &amp; WAGES</b> (Drug Court Case Management, Non-Contractual Employees)		\$4,000	\$4,000	
<b>2. FRINGE BENEFITS</b>			\$0	
<b>3. TRAVEL</b>		\$700	\$700	
<b>4. SUPPLIES &amp; MATERIALS</b> (Drug Testing Supplies, Program Materials, Books, Curriculums, and Supply Related Expenses)		\$1,000	\$1,000	
<b>5. CONTRACTUAL</b> (Contractual Employees for SUD Treatment Services; SUD Assessments, Drug Testing)		\$700	\$700	
<b>6. EQUIPMENT</b> (Scrams & Soberlinks, and other items)		\$1,000	\$1,000	
<b>7. OTHER EXPENSES</b> (Staff Trainings and other expenses)		\$3,140	\$3,140	
<b>8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)</b>		<b>\$10,540</b>	<b>\$10,540</b>	
Must choose one indirect cost rate. Budgets with both indirect costs will be returned.				
<b>9. INDIRECT COSTS:</b> (Total Expenses; total in line 8)		<b>Rate #1 %</b>	<b>\$0</b>	

INDIRECT COSTS: (Salary & Fringes ONLY)	12500/5000=40%		
<b>10. TOTAL EXPENDITURES</b>	<b>\$10,540</b>		<b>\$10,540</b>
<b>SOURCE OF FUNDS:</b>			
11. FEES & COLLECTIONS			\$0
12. STATE AGREEMENT			\$0
13. LOCAL			\$0
14. FEDERAL			\$0
15. OTHER(S)			
<b>16. TOTAL FUNDING</b>	Local Funding	<b>\$0</b>	NorthCare Funding #



28367092



STATE OF MICHIGAN  
CSCL/CD- 2700 - DOMESTIC LIMITED LIABILITY  
COMPANY ANNUAL STATEMENT

Corporations Division Administrator  
**FILED**  
Doc #: 28367092  
Filed Date: 3/13/2026

C0721-1535 03/13/2026 Received by Michigan Corporations Division

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LIMITED LIABILITY COMPANY ANNUAL STATEMENT <i>Required by Section 207, Act 23, Public Act of 1993</i>		
Limited Liability Company Information		
The present name of the limited liability company is:	COURT ADMINISTERED RECOVERY EXPERT, LLC	
The identification number assigned by the Bureau is:	803272758	
Filing Year	2025	
The name of the resident agent at the registered office is: NATASHA HALONEN		
Address 3408 SHERMAN PARK DRIVE, SAULT STE MARIE, MI 49783		
Mailing Address 3408 SHERMAN PARK DRIVE, SAULT STE MARIE, MI 49783		
Attestations		
<input checked="" type="checkbox"/> I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I enter it into the system.		
<input checked="" type="checkbox"/> I have been authorized by the business entity to file this document online.		
<input checked="" type="checkbox"/> I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.		
Signature		
<u>Self</u>	<u>Natasha Halonen</u>	<u>03/13/2026</u>
Signer's Capacity	Sign Here	Date

**NORTHCARE NETWORK  
SUBSTANCE USE DISORDERS**

**FY27 Liquor Tax Funds Request**

<b>Name of County:</b>	Chippewa	<b>Project:</b> 50 <sup>th</sup> Circuit Drug court	Drug/Sobriety Court Services Click or tap here to enter text.
<b>Available funding for FY27:</b> (35% of FY26 County Liquor Tax monies sent to NorthCare)	\$	<b>Amount of FY27 Request:</b> (10/1/26-9/30/27)	\$
<b>Name of Contact Person:</b>	Micki Leppien	<b>Title of Contact Person:</b>	Drug court Coordinator
<b>Phone Number:</b>	(906) 253-1106	<b>Email Address:</b>	mleppien@chippewa-county.mi.gov

**NOTES:**

- Funds must be spent on Substance Use Disorder Prevention, Recovery or Treatment services within the county.
  - Some examples include, but are not limited to programming, Drug/Treatment court case management, drug testing supplies/services for court involved individuals, and training related to substance use disorders.
- When multiple requests are submitted, they should be submitted together in one submission on behalf of the county.
  - Multiple County requests must be totaled together and can't exceed the Total Available Funding for FY27.
- If a request involves multiple counties, provide details on the amount per county.
- Provide a copy of the completed request to the County Administrator or Commission Chair.

**DEADLINE: Friday, June 12, 2026**

Please email to NorthCare Network:  
NorthCare Network  
1230 Wilson St., Marquette MI 49855  
contracts@northcarenetwork.org

**Provide a brief description of how funds will be spent:**

**What services will be provided:**

*(Examples might include: case management, life skills, drug testing, screams, soberlinks, treatment services)*

The drug court set the participants up with weekly individual/group substance abuse counseling which they attend throughout their time in the program. They are drug tested 1-3 times a week by the coordinator and 1-3 times a week by the compliance officer who does 1-3 home checks on each participant. The funds will be used for salaries for the coordinator and compliance officer. The funds will be used so Great Lakes Recovery Center can provide both group and individual counseling. The funds will be used to purchase drug testing supplies since each participant is tested 2-6 times a week and it allows for comprehensive testing from a certified lab every 4-6 weeks. The funds will also be used to cover the cost of mileage so the compliance officer can do 1-3 weekly home checks on each participant.

**Who will provide the services:**

*(Examples might include: Case Managers, Probation Officers, Public Health Nurses, Contracted Treatment Providers)*

The case manager will provide the structure and do half of the drug testing for the participants. The coordinator will also assist the participants with everyday challenges they face, ( finding a job, finding housing, GED training etc). The compliance officer will do home checks, drug testing and curfew checks on the participants. Great Lakes Recovery Center will be responsible for individual and group substance abuse counseling.

**What needs exist within the county that support these services?**

*(Examples might include: populations to be served, focus areas of the project, county priority items)*

Our program works with individual who have committed felony drug or alcohol crimes. They must be addicted to either drugs or alcohol and must meet certain qualification to be able to participate in the program. The focus of our program is to get the participants the services and structure they need to be productive members of our community. They are

**DEADLINE: Friday, June 12, 2026**

Please email to NorthCare Network:

NorthCare Network  
1230 Wilson St., Marquette MI 49855  
contracts@northcarenetwork.org

required to work or attend school, we require a GED/diploma prior to graduation, many will complete community service hours prior to graduation. They will be doing group and individual counseling throughout the program also.

**What items are needed to provide the above services?**

*(Examples might include: needed items such as: SGRAMS/Soberlinks, drug testing supplies, harm reduction supplies, materials for delivery of services)*

The participants in our program are drug tested 2-6 times a week. This allows for us to know very quickly if a participant is starting using prohibited substances. We also have a very large county and our compliance officer puts a lot of miles doing home checks and the funds are used to support this through reimbursement for gas.

Attachments to include:

- Budget
- Liability Insurance

Attach separate descriptions for multiple services/programs/departments

**DEADLINE: Friday, June 12, 2026**

Please email to NorthCare Network:

NorthCare Network  
1230 Wilson St., Marquette MI 49855  
contracts@northcarenetwork.org

# PROGRAM BUDGET SUMMARY

View at 100% or Larger

Use **WHOLE DOLLARS** Only

<b>GRANTEE NAME</b> 50th Circuit Drug Court		<b>PROGRAM</b> Drug court	
<b>MAILING ADDRESS (Number and Street)</b> 319 Court St			
<b>CITY</b> Sault Ste Marie	<b>STATE</b> Michigan	<b>ZIP CODE</b> 49783	
<b>EXPENDITURE CATEGORY</b>		<b>Proposed Budget</b>	<b>TOTAL BUDGET</b> (use whole dollars only)
1. <b>SALARY &amp; WAGES</b> (Drug Court Case Management, Non-Contractual Employees)			\$0
2. <b>FRINGE BENEFITS</b>			\$0
3. <b>TRAVEL</b>			\$4,000
4. <b>SUPPLIES &amp; MATERIALS</b> (Drug Testing Supplies, Program Materials, Books, Curriculums, and Supply Related Expenses)			\$3,540
5. <b>CONTRACTUAL</b> (Contractual Employees for SUD Treatment Services; SUD Assessments, Drug Testing)			\$3,000
6. <b>EQUIPMENT</b> (Scrams & Soberlinks, and other items)			\$0
7. <b>OTHER EXPENSES</b> (Staff Trainings and other expenses)			\$0
8. <b>TOTAL DIRECT EXPENDITURES</b> (Sum of Lines 1-7)		<b>\$0</b>	<b>\$10,540</b>
<i>Must choose one indirect cost rate. Budgets with both indirect costs will be returned.</i>			
9. <b>INDIRECT COSTS:</b> (Total Expenses; total in line 8)		<b>Rate #1 %</b>	<b>\$0</b>
<b>INDIRECT COSTS:</b> (Salary & Fringes ONLY)		<b>Rate #2 %</b>	<b>\$0</b>
<b>10. TOTAL EXPENDITURES</b>		<b>\$0</b>	<b>\$10,540</b>
<b>SOURCE OF FUNDS:</b>			
11. FEES & COLLECTIONS			\$0
12. STATE AGREEMENT			\$0
13. LOCAL			\$0
14. FEDERAL			\$0
15. OTHER(S)			
16. <b>TOTAL FUNDING</b>		<b>Local Funding \$0</b>	<b>NorthCare Funding \$10,540</b>

**AMENDMENT NO. 1  
DATED OCTOBER 1, 2026  
TO THE  
MASTER SERVICES AGREEMENT  
DATED APRIL 1, 2025**

This **AMENDMENT NO. 1** (“Amendment”), made as of October 1, 2026, (“Amendment Effective Date”), is entered into by and between **Chippewa County, Michigan** (“Client”), and **MGT Impact Solutions, LLC**, (“MGT”), and amends Master Services Agreement (“Agreement”), dated April 1, 2025. Upon the execution of this Amendment, the terms of this Amendment are incorporated into the Agreement in their entirety by this reference.

**WHEREAS**, the parties entered into the Agreement whereby MGT would perform services for a term beginning on April 1, 2025. If necessary, the Agreement could be amended at the mutual agreement of both parties by the execution of a written Amendment, to be attached and incorporated therein.

**WHEREAS**, the parties now wish to amend the Agreement to reflect a modification of the Services set forth in the SOW attached as Exhibit A to the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and, in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the SOW to the Agreement as follows:

The SOW will be modified to read as follows:

**1. PROJECT:** MGT shall provide **Title IV-Claiming** services to **Client** for the **Office of the Friend of the Court (“FOC”)** and for the **Prosecuting Attorney’s Office (“PAO”)**, specifically including:

- Preparation of Client’s annual Title IV-D Cooperative Reimbursement Program (CRP) application through EGrAMS for funding from the Michigan Department of Human Services – Office of Child Support (“OCS”)
- Monthly Title IV-D invoices through EGrAMS for claiming with all supporting documentation required for reimbursement under the Title IV-D CRP program.
- Development and maintenance of all required depreciation schedules for equipment purchases over \$5,000
- Periodic status of budgetary position and provision of proactive assistance in the preparation and presentation of all required budgetary amendments and line item transfers required by OCS under terms specified
- Technical assistance in response to any and all audits performed on Client’s CRP program, whether by the Client’s auditor or OCS auditor
- Technical assistance to Client as required to identify policies and procedures to assist in compliance with the various state and federal policies regarding the proper reporting and accounting for the Title IV-D Child Support program.
- Assistance with completing/submission of various reports in EGrAMS during the year including, but not limited to: User Verification Report, Tax Data Confidentiality Questionnaire, Obligation Report, Security Assessment, LIT's, Amendments, Annual CRP Budget.
- Guidance in setting up users in EGrAMS for approval and submissions.

MGT shall also provide an automated time log processing service to Client for the FOC and PAO. Client is aware that MGT is in the process of preparing and implementing an electronic time data capture software platform (the "Electronic Platform"), to facilitate the identifying and recording of employee time records, which will be fully implemented during the term of this Agreement.

MGT will provide the following services to Client beginning on October 1, 2026.

- MGT will provide an electronic timekeeping system to capture, manage, and report Title IV-D staff time in compliance with federal and State of Michigan requirements.
- The Electronic Platform will replace the use of legacy paper Personnel Activity Reports (PARs) previously submitted by County staff.
- The Electronic Platform will support daily time entry, supervisor review, and electronic certification in accordance with program guidelines.
- Data submitted via the Electronic Platform will be used by MGT to prepare and submit required reimbursement documentation, DHS-286 forms and EGrAMS uploads, as applicable.

## **2. Electronic Platform Services**

### **a.) System Access and User Management**

- MGT will establish and maintain system access for authorized Client users.
- Client is responsible for identifying users, assigning appropriate roles, and notifying MGT of staffing changes impacting system access.
- MGT will provide administrative support for user setup, modifications, and deactivation as part of ongoing services.

### **b.) Client Responsibilities**

- Client agrees to require all applicable staff to enter time electronically within the Electronic Platform system in a timely and accurate manner.
- Client designated approvers are responsible for reviewing and approving electronic timesheets in accordance with established deadlines.
- Client acknowledges that paper timesheets will no longer be accepted once electronic timesheets are implemented.

### **c.) Implementation and Transition**

- MGT will coordinate with the Client on system implementation, including configuration, testing, and transition from paper to electronic timekeeping.
- The go-live date for the Electronic Platform will be October 1, 2026, after which electronic timesheets will be the official method of time reporting.
- MGT will provide guidance, training materials, and support during the transition period and going forward.

### **d.) Compliance and Audit Support**

- MGT will retain electronic time records in accordance with record retention requirements and make them available for audit or monitoring purposes upon request.

### **e.) Service Modifications**

- MGT reserves the right to make system enhancements or updates that improve functionality, security, or compliance.
- Any material changes to scope or pricing will be addressed through a SOW amendment.

**INVOICING AND PAYMENT SCHEDULE**

- A. The fees for Title IV-Claiming services to Client for the FOC and PAO are \$5,200.00 annually, billed quarterly in the amount of \$1,300.00.
- B. License and service fees for Electronic Platform Services are \$650.00 per year per authorised Client user, and will be billed quarterly in the amount of \$162.50, beginning October 1, 2026. These fees replace prior per page fees associated with paper timesheet collection, scanning, and manual processing.
- C. A one time initial on-boarding fee of \$700.00 will be charged for initial set up and configuration costs. This fee will be invoiced upon execution of this Amendment.
- D. All invoices are due and payable within 30 days of receipt.

All other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict between any term of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Amendment as of the Effective Date, whereupon this Amendment shall become effective as of such Effective Date.

**MGT IMPACT SOLUTIONS, LLC**

**CHIPPEWA COUNTY, MICHIGAN**

By: \_\_\_\_\_  
Name: A. Trey Traviesa  
Title: CEO  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Michigan Supreme Court

State Court Administrative Office

**Field Services Division**

Michigan Hall of Justice

P.O. Box 30048

Lansing, Michigan 48909

Phone (517) 373-4835

Ryan P. Gamby  
Field Services Director

### MEMORANDUM

DATE: June 1, 2026

TO: Honorable James P. Lambros, Chief Judge/Program Judge  
Irene F. Semasky, Court Administrator  
Micki Leppien, Project Director  
cc: Susan Mitchem, SCAO Regional Administrator

FROM: Andrew Smith, Problem-Solving Courts Manager

RE: 50th Circuit Court – Hybrid DWI/Drug Court  
SCAO Unique Identifier: U10076  
Fiscal Year 2027 Operational Target Award

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### Operational Target Award

Your 50th Circuit Court – Hybrid DWI/Drug Court program's Fiscal Year (FY) 2027 Operational Target Award (OTA) is \$69,341.<sup>1</sup>

The OTA is the amount of State Court Administrative Office (SCAO) grant funding needed to maintain a problem-solving court (PSC) program at its **current level**. This funding covers the operational costs required to run the program as it exists today, including all ongoing expenditures required for day-to-day functioning, such as salaries, services, materials, and other resources directly tied to sustaining operations at their existing scale and efficiency. In essence, the OTA provides the financial resources required to maintain the program's current operational capacity and scope, without any expansion or enhancement.

### How an OTA is Calculated

The FY27 OTA is generally a program's FY26 grant award adjusted for projected Consumer Price

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<sup>1</sup> All Operational Target Awards are subject to SCAO's receipt of sufficient federal and state funding. The Michigan Legislature is still finalizing the FY27 judiciary budget. An Operational Target Award calculation is not a grant offer and may be subject to change. Agreeing to an Operational Target Award calculation in the grant application does not constitute acceptance of a grant award. The SCAO will formally notify courts of their grant award later this year after reviewing all grant applications.

Index (CPI) inflation. However, overall grant utilization is also considered when calculating an OTA.

### **FY27 PSC Grant Applications**

The FY27 PSC grant applications will open on **June 3, 2026**, and are due by **July 3, 2026**. All programs are required to submit one of the following responses regarding their OTA in WebGrants through the FY27 grant application process:

- Agree with the OTA amount; or
- Adjust the OTA amount (increase or decrease). Programs may need a higher OTA due to increased operational costs that exceed the projected CPI inflation rate, such as a new union contract, increased costs for drug testing, or an adjustment to your healthcare policy. In other instances, the OTA might be more funding than is necessary to operate the program. Please remember that the OTA is only the amount of funding that is necessary to **maintain** current court operations — not to expand or enhance the program.

Please note that OTAs are calculated based on all sources of SCAO drug court funding: the Michigan Drug Court Grant Program (MDCGP), the Office of Highway Safety Planning (OHSP) grant, and the Edward Byrne Memorial Justice Assistance Grant (Byrne JAG). The application includes the eligibility criteria for each of these three programs.

By submitting one application, you can be considered not only for MDCGP funding but also for the federally administered OHSP and Byrne JAG grants. If your program is eligible, we strongly encourage you to opt in to all available funding sources to maximize your chances of receiving the full OTA.

All grant applications will be thoroughly reviewed after July 3, 2026, and your program will be notified of its final FY27 SCAO grant award. The projected spending of your FY26 grant award will be considered when making a final award determination.

### **FY27 Judiciary Budget**

The Michigan Legislature is still finalizing the FY27 judiciary budget, including appropriations for problem-solving courts. Final SCAO grant awards cannot be issued until the FY27 budget is finalized and signed by the Governor. The FY27 PSC grant application is currently limited to the OTA — it does not allow courts to apply for additional funding to expand capacity or implement enhancements. However, funding for program expansion and enhancement may be revisited if the PSC appropriations are higher than anticipated. Conversely, if the FY27 PSC appropriation does not keep pace with inflation, final grant awards may include new restrictions on certain allowable expenses, such as training and out-of-state travel.

If you have any questions about this process, please reach out to [PSC@courts.mi.gov](mailto:PSC@courts.mi.gov).



## Michigan Supreme Court

State Court Administrative Office

**Field Services Division**

Michigan Hall of Justice

P.O. Box 30048

Lansing, Michigan 48909

Phone (517) 373-4835

Ryan P. Gamby  
Field Services Director

### MEMORANDUM

DATE: May 29, 2026

TO: Honorable James P. Lambros, Chief Judge  
Honorable Eric G. Blubaugh, Program Judge  
Christy Meilstrup, Court Administrator  
Natasha Halonen, Project Director  
cc: Susan Mitchem, SCAO Regional Administrator

FROM: Andrew Smith, Problem-Solving Courts Manager

RE: 91st District Court – Adult Mental Health Court  
SCAO Unique Identifier: U20040  
Fiscal Year 2027 Operational Target Award

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### Operational Target Award

Your 91st District Court – Adult Mental Health Court program’s Fiscal Year (FY) 2027 Operational Target Award (OTA) is \$108,910.<sup>1</sup>

The OTA is the amount of State Court Administrative Office (SCAO) grant funding needed to maintain a problem-solving court (PSC) program at its **current level**. This funding covers the operational costs required to run the program as it exists today, including all ongoing expenditures required for day-to-day functioning, such as salaries, services, materials, and other resources directly tied to sustaining operations at their existing scale and efficiency. In essence, the OTA provides the financial resources required to maintain the program’s current operational capacity and scope, without any expansion or enhancement.

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<sup>1</sup> All Operational Target Awards are subject to SCAO’s receipt of sufficient federal and state funding. The Michigan Legislature is still finalizing the FY27 judiciary budget. An Operational Target Award calculation is not a grant offer and may be subject to change. Agreeing to an Operational Target Award calculation in the grant application does not constitute acceptance of a grant award. The SCAO will formally notify courts of their grant award later this year after reviewing all grant applications.

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### **How an OTA is Calculated**

The FY27 OTA is generally a program's FY26 grant award adjusted for projected Consumer Price Index (CPI) inflation. However, overall grant utilization is also considered when calculating an OTA.

### **FY27 PSC Grant Applications**

The FY27 PSC grant applications will open on **June 3, 2026**, and are due by **July 3, 2026**. All programs are required to submit one of the following responses regarding their OTA in WebGrants through the FY27 grant application process:

- Agree with the OTA amount; or
- Adjust the OTA amount (increase or decrease). Programs may need a higher OTA due to increased operational costs that exceed the projected CPI inflation rate, such as a new union contract, increased costs for drug testing, or an adjustment to your healthcare policy. In other instances, the OTA might be more funding than is necessary to operate the program. Please remember that the OTA is only the amount of funding that is necessary to **maintain** current court operations — not to expand or enhance the program.

All grant applications will be thoroughly reviewed after July 3, 2026, and your program will be notified of its final FY27 SCAO grant award. The projected spending of your FY26 grant award will be considered when making a final award determination.

### **FY27 Judiciary Budget**

The Michigan Legislature is still finalizing the FY27 judiciary budget, including appropriations for problem-solving courts. Final SCAO grant awards cannot be issued until the FY27 budget is finalized and signed by the Governor. The FY27 PSC grant application is currently limited to the OTA — it does not allow courts to apply for additional funding to expand capacity or implement enhancements. However, funding for program expansion and enhancement may be revisited if the PSC appropriations are higher than anticipated. Conversely, if the FY27 PSC appropriation does not keep pace with inflation, final grant awards may include new restrictions on certain allowable expenses, such as training and out-of-state travel.

If you have any questions about this process, please reach out to [PSC@courts.mi.gov](mailto:PSC@courts.mi.gov).

**CHIPPEWA COUNTY  
PUBLIC DEFENDER OFFICE**

**LEGAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered on this 13<sup>th</sup> day of May 2026, for services beginning August 15, 2026 thru September 20, 2026 by and between the COUNTY OF CHIPPEWA, a municipal corporation and political subdivision of the State of Michigan [hereinafter referred to as the "COUNTY"], and the CHIPPEWA COUNTY PUBLIC DEFENDER OFFICE [hereinafter referred to as the PD OFFICE], and Lillian E. Harmon, P86449, [hereinafter referred to as LEGAL COUNSEL], whose business address is 101 Court Street, Munising, MI 49862-1103

WHEREAS, the COUNTY and the PD OFFICE is in need of overflow/conflict LEGAL COUNSEL to represent indigent defendants in the 91<sup>st</sup> District Court and the 50<sup>th</sup> Circuit Court.

WHEREAS, LEGAL COUNSEL is willing to provide said services through the PD OFFICE as required by statute.

THEREFORE, in consideration of the foregoing representations and the following terms and conditions, the parties hereby agree as follows:

1. **SERVICES TO BE PERFORMED.** During the term of this agreement, LEGAL COUNSEL agrees to provide representation from appointment date through sentencing/dismissal date for all cases assigned through the PD OFFICE. (MCR6.005) This agreement does cover Interlocutory appeals as required by MCR 6.005 (H)(3).

Legal Counsel shall:

- a. Know all substantive laws, court rules, evidentiary rules, sentencing guidelines, local administrative orders, and county-specific procedures.
- b. Be proficient in and adhere to the standards set forth in the Michigan Rules of Professional Conduct.
- c. Know and be proficient in the standards set forth by the Michigan Indigence Defense Commission (MIDC), specifically:
  - a. Complete 12 hours of Continuing Legal Education (CLE) each calendar year and provide the Chief PD of the proof of CLE credits;
  - b. Make initial contact with client in the county jail within 3 business days;

- c. Make initial contact with MDOC clients as soon as practicable (PD Office has an exemption with the State of Michigan Department of Corrections to allow for telephone contact with clients lodged with the MDOC);
- d. Provide a case load list for each county that LEGAL COUNSEL is providing indigent defense for to the PD OFFICE monthly to ensure caseload compliance; and
- e. Provide monthly the following to the Chief PD:
  - i. Jail visits for the month;
  - ii. MDOC visits for the month;
  - iii. Circuit Court Waiver of Arraignment and Arraignment numbers;
  - iv. District Court Arraignment numbers; and
  - v. Attorney fees awarded.
- f. Be attentive to client's needs
- g. Be on time and prepared for all court proceedings
- h. Refrain from use of alternative counsel for hearings as it is not allowed under MCL 780.991(d). PD Office has established with the MIDC that pre-trials not involving a plea and probable cause conferences not involving a waiver to Circuit Court are the two non-substantive tasks.
- i. Refrain from any use of an electronic device in the courtroom unless said device is for the sole purposes of taking notes, accessing reports/exhibits/recordings relevant to the proceeding and the communication<sup>1</sup> function is disabled.
- j. Turn in billing promptly when the case is closed. Once a billing is received it is deemed a final billing and will not be allowed to be amended.

**2. COMPENSATION AND OTHER COSTS. It is expressly understood and agreed that the LEGAL COUNSEL shall receive for the services rendered under this agreement, an hourly rate of \$130/hour for misdemeanors, \$142.50/hour for felonies, \$155/hour for capital cases. Mileage shall be reimbursed at the going governmental rate which is currently set at \$0.72.5/mile<sup>2</sup>.**

**LEGAL COUNSEL shall provide an invoice for services rendered at the close of the case/representation. Said invoice shall be submitted to the PD OFFICE for reimbursement.**

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<sup>1</sup> The communication function on a mobile device that allows for the sending and receiving of phone calls/texts/social media messages/emails must be turned off during all court proceedings.

<sup>2</sup> Mileage shall be reimbursed for travel to and from prison appointments for local attorneys/ Travel for out of county attorneys is reimbursed for court and client appointments in Chippewa County and will follow Chippewa County Policy 410 which follows the IRS approved rates.

**LEGAL COUNSEL shall be reimbursed for expenses that include but may not be limited to transcripts, witness fees, and process servers. Any other expenses to include lodging and meals must be pre-approved through the PD OFFICE prior to incurring the expense.**

**LEGAL COUNSEL shall be solely responsible for the expenses of legal assistants, clerks, office staff, paraprofessionals, or other office staff.**

- 3. EXPERTS/INVESTIGATORS: LEGAL COUNSEL may seek approval for funds to retain experts of investigators. Requests for funds shall be submitted to the CHIPPEWA COUNTY PUBLIC DEFENDER OFFICE. The request shall detail a general description of the anticipated need for the EXPERT/INVESTIGATOR, a written statement of the hourly rate and estimated total expenses involved. The hourly rate may not exceed the MIDC approved rate. The EXPERT/INVESTIGATOR must enter into a written understanding with the CHIPPEWA COUNTY PUBLIC DEFENDER OFFICE before commencing services. Legal Counsel shall file a *Request of Expert and Investigation* for approval prior to contacting with an expert/investigator.**

**AGREEMENT PERIOD AND TERMINATION. LEGAL COUNSEL shall commence performance of this agreement beginning April 27, 2025 through SEPTEMBER 30, 2026**

**Notwithstanding any other provision in this agreement to the contrary, this Agreement may be terminated by the COUNTY, PD OFFICE and/or LEGAL COUNSEL, with or without cause, upon thirty (30) days prior written notice to the parties. In the event the Agreement is terminated, LEGAL COUNSEL shall be compensated for services rendered up to the date of the effective date of termination. This contract shall immediately terminate if it is not in compliance with any future standards passed by the MIDC.**

- 4. WARRANTY OF LEGAL COUNSEL. LEGAL COUNSEL warrants that s/he is duly licensed to practice law in the State of Michigan a member in good standing with the State Bar of Michigan.**

**LEGAL COUNSEL shall immediately provide notice to the PD OFFICE and the COUNTY of any complaint made to the State Bar of Michigan that results in any reprimand, suspension or disbarment during the course of this agreement.**

- 5. LEGAL COUNSEL'S OTHER CLIENTS AND BUSINESS. LEGAL COUNSEL maintains the right to represent other clients in other matters that are not in conflict of interest with the services provided under this Agreement. LEGAL COUNSEL shall avoid adjourning cases due to conflicts in privately retained cases.**

6. **INSTRUMENTALITIES.** LEGAL COUNSEL shall supply all office space, office supplies, telephones, telephone services, equipment, and the like necessary to perform the services under this Agreement.
7. **INSURANCE.** LEGAL COUNSEL shall be responsible for procuring, paying premium on and keeping and maintain Professional Liability Insurance coverage for the services under this agreement. LEGAL COUNSEL shall provide the COUNTY and the PD OFFICE a copy of the current insurance rider for the period covered under this Agreement.
8. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that LEGAL COUNSEL is an "Independent Contractor", and as such, LEGAL COUNSEL shall be responsible for payment of all income taxes and social security taxes, and all other taxes and withholdings to the proper Federal, State and local governments. LEGAL COUNSEL shall not be entitled to any worker's compensation coverage while performing services for the COUNTY or PD OFFICE, or receive any other fringe benefits. In the Event a determination is made that LEGAL COUNSEL is an employee, for federal withholding, social security, FUTA or Michigan Employment Security Commission purposes, LEGAL COUNSEL agrees to indemnify and reimburse the COUNTY for any and all taxes or withholdings which it may be required to pay in regard to LEGAL COUNSEL. This provision shall survive the termination of this agreement.
9. **NONDISCRIMINATION.** LEGAL COUNSEL agrees not to discriminate against an individual with respect to providing services, hiring, tenure, terms, conditions, or privileges or employment of with respect to a matter directly or indirectly related to this Agreement solely on the basis color, race, religion, national origin, sex, height, weight, sexual orientation, or disability. Breach of this covenant shall or regarded as a material breach of the Agreement and cause for termination thereof.
10. **INDEMNIFICATION.** LEGAL COUNSEL shall at its own expense, protect, defend indemnify and hold harmless the COUNTY and the PD OFFICE, the Courts, all its elected officials, and appointed officers, employees, servants and agents from all claims, damages, costs, lawsuits, and expenses including but not limited to, costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of LEGAL COUNSEL, in subcontractors, or any of their officers, employees, servants or agents, which may arise out of this Agreement. LEGAL COUNSEL'S indemnification responsibilities shall not be limited by the insurance coverages maintained by LEGAL COUNSEL.
11. **APPLICABLE LAW.** This Agreement shall be construed according to the laws of the State of Michigan. Nothing in this Agreement is intended to supersede or contravene any local administrative order or law, court rule, ethics rule, or disciplinary rule of the State of Michigan.

12. **WAIVERS.** No failure or delay on the part of either of the parties in the Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, no shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any right, power or privilege.
13. **MODIFICATIONS.** The parties that any amendment or modification of this Agreement is to be effective only in writing, signed by the authorized representatives of each party, and incorporated by specific reference into this Agreement.
14. **COMPLETE AGREEMENT.** This Agreement, the attachments, and any additional or supplemental documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements oral or otherwise, regarding the subject matter of the Agreement or any part thereof shall have any validity or bind any of the parties hereto.
15. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**IN WITNESS THEREOF,** the authorized representatives of the parties hereto have fully executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**APPROVED BY:**

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

Chippewa County Board of Commissioners

Date: 14/11/2026

James W. Robinson  
James W. Robinson (P26171)  
Chief Public Defender

Date: 5/13/2026

[Signature]  
Legal Counsel



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

5/13/26

Chippewa County Board Of Commissioners/Finance Board

800mhz Pager Project – Title III Funds – Chippewa County

I am formally notifying and requesting approval from this board to move forward with the remainder of the 800 MHz Paging Project for Chippewa County, using Title III Funding.

Title III funding is funds distributed to the county for use regarding Federal Forests. Funds can be used for various things, such as equipment, communication, reimbursement for searches in federal forest lands, or fighting fires on federal forest land.

Last year, the federal funds were not pushed to the local levels due to a legislative sunset on the specific law. That has been readdressed, and this year the funding was reinstated.

The amount this year we anticipate from Title III is \$26,009.06. There is currently \$8,200.00 left in that line item from previous grant years.

I am requesting a budget amendment to accept the \$26,009.06 into Special Fund 213 and approve the expenditure of the total remaining in the fund for this project. The funds will be used to purchase G4 Unication Pagers. RFP will be issued if approved and only after the funds have hit the account.

The total amount anticipated to be spent on this project would be \$34,209.00.06 and would allow for the purchase of 48 pagers and bring the county very close to completing the pager project.

We are currently well over halfway to completing this project, and the 800 MHz pagers are meeting expectations for reliability and clarity of communication.

Respectfully Submitted,

Greg Postma, Director  
Chippewa County Central Dispatch  
[postmag@chippewacountymi.gov](mailto:postmag@chippewacountymi.gov)



Michigan Department of Natural Resources  
 Finance and Operations Division - Central Support Services  
**REPORT OF FUNDING DISTRIBUTION**  
**REVENUE FROM**

Fiscal Year <b>2026</b> For P.L. 117-58 FY2025
--

**U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE**  
**SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000**  
**TITLE III—COUNTY PROJECTS**  
**CFDA 10.665 SCHOOLS AND ROADS – GRANTS TO STATES**

Reported by authority of OMB Circular A-133, Title 16, Section 500 of the United States Code and Public Law 106-393 dated October 30, 2000, reauthorized on November 15, 2021 by PL 117-58 for FY2021 through 2023

County <b>Chippewa</b>	TITLE III FUND AMOUNT: <b>\$26,009.06</b>	PAYMENT# (SOME USE ONLY)
---------------------------	--	--------------------------

**COMPLETE A SEPARATE REPORT FOR EACH QUALIFYING PROJECT**

<b>(1) DESCRIPTION OF PROJECT</b>			
Purchasing 800 MHz for Fire Departments within the Federal Forrest Property, as well as those who have agreements in Mutual Aid for fighting Federal Forrest fires for those who are affectedx. G4 pagers will be purchased.			
<b>(2) TITLE III CATEGORY (CHECK ONE):</b>			
<input type="checkbox"/> 1. Carry out activities under the Firewise Communities program <input type="checkbox"/> 2. Reimburse the participating county for search and rescue and other emergency services that are: a. Performed on National Forest land, AND b. Paid for by the participating county <input checked="" type="checkbox"/> 3. Cover training costs and equipment purchases directly related to the emergency services <input type="checkbox"/> 4. Develop and carry out community wildfire protection plans <input type="checkbox"/> 5. Provide or expand access to: a. Broadband telecommunications services at local schools, OR b. the technology and connectivity necessary for students to use a digital learning tool at or outside of a local school campus			
<b>(3) LOCATION OF PROJECT (city, village, township, etc.)</b>			
Township Fire Departments in Chippewa County have Federal Forest Property and Fire Departments providing Mutual Aid to said departments.			
<b>(4) PROJECT PERIOD</b>			
ESTIMATED START DATE	07/01/26	ESTIMATED COMPLETION DATE	10/01/26
<b>(5) PROJECT PUBLISHED FOR PUBLIC COMMENT</b>			
DATE	May 26th, 2026	PUBLICATION	The Sault News
DATE	May 27th, 2026	PUBLICATION	The Sault News
DATE	May 28th, 2026	PUBLICATION	The Sault News
<b>(6) PROJECT SENT TO COUNTY RESOURCE ADVISORY COMMITTEE?</b>			
<input type="checkbox"/> YES, DATE _____		<input checked="" type="checkbox"/> NO	
		<input type="checkbox"/> NOT APPLICABLE	
<b>(7) PROJECT COST</b>			
TOTAL	FEDERAL FUNDS	COUNTY FUNDS	OTHER
<b>\$26,009.06</b>	<b>\$26,009.06</b>		

I Hereby Certify that the above information is true.

\_\_\_\_\_ County Treasurer's Signature

\_\_\_\_\_ Date

RETURN COMPLETED, SIGNED FORM TO: clarkm47@michigan.gov OR  
 MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
 FINANCE AND OPERATIONS  
 CENTRAL SUPPORT SERVICES - MARTIN CLARK  
 PO BOX 30228  
 LANSING MI 48909



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

5/29/26

To: Chippewa County Board of Commissioners

From: Director Greg Postma

Re: 911 Building Lease Extension – 1/1/2027 – 12/31/31

I have attached a request for a 5-year lease extension for the Chippewa County Central Dispatch Center located at 4657 W Industrial Park Drive, Kincheloe, MI 49788. This building is owned by the Chippewa County Economic Development Corporation, and the Dispatch center has operated out of this location since 2011, maintaining a strong working relationship with the EDC during that time.

This lease extension would extend the lease through the years 2027 through 2031, while maintaining all of the same terms as set forth in the original lease, dated January 1, 2011.

This year's current rental payment is \$41,201.97.

The proposed lease extension shows a 3% annual increase throughout the extension term. Compared with other market and center expenditures, that is a lower increase than most of the vendors we are currently contracting with.

I have included the original Lease agreement with the proposed lease extension, showing the annual payment amounts.

I would ask that the board review and consider approving this extension to maintain stability and assist with budget planning for the center in the years to come.

If approved, I will include this in my yearly budget request from here forward.

As always, if there are any questions, feel free to contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Greg Postma". The signature is written in a cursive, flowing style.

Greg Postma, Director  
Chippewa County Central Dispatch  
postmag@chippewacountymi.gov



LEASE EXTENSION

THIS LEASE EXTENSION is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, between CHIPPEWA COUNTY E-911/ OFFICE OF EMERGENCY SERVICES, 4657 W. Industrial Park Drive, Kincheloe, Michigan 49788 (hereafter referred to as LESSEE), and the Economic Development Corporation of Chippewa County (hereafter LESSOR) a Michigan Municipal Corporation, of 5019 W. Airport Drive, Kincheloe, Michigan 49788.

WITNESSETH

Lessor and Lessee entered into a Lease dated January 1, 2011, covering the westernmost 3,413 square feet. On January 1, 2022, an additional 1,440 square feet was added for a total of 4,853 square feet of Building #432, a 13,988 SF facility located upon Lot #5, Kinross Township, Industrial Plat #1. ("Premises"), and

Lessor and Lessee wish an extension of a certain Lease dated January 1, 2011.

NOW THEREFORE, Lessor and Lessee agree as follows:

1. Effective January 1, 2027, the lease dated January 1, 2011, is extended for a five (5) year period, expiring December 31, 2031 (the "Extension Term"), on all of the same terms as set forth in the original Lease, dated January 1, 2011.
2. During the entire Extension Term (the same being 1/1/27 – 12/31/31), Annual rental payments set forth below, shall be due and payable by the 1<sup>st</sup> day of January each and every year throughout the Extension Term, in the manner provided herein:

January 1, 2027 – December 31, 2027:	\$42,438.03
January 1, 2028 – December 31, 2028:	\$43,711.17
January 1, 2029 – December 31, 2029:	\$45,022.51
January 1, 2030 – December 31, 2030:	\$46,373.18
January 1, 2031 – December 31, 2031:	\$47,764.38

3. The lease, dated January 1, 2011, shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Lease, dated January 1, 2011, are hereby confirmed and ratified and constitute valid and binding obligations enforceable accordingly to the terms thereof.
4. In executing this Lease Extension, Lessor and Lessee acknowledge that decisions and actions of both parties and entirely voluntary and free from any mental, physical or economic duress.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

ECONOMIC DEVELOPMENT CORPORATION  
of CHIPPEWA COUNTY

BY: \_\_\_\_\_

Chris Olson, President

CHIPPEWA COUNTY E-911

BY: \_\_\_\_\_

Greg Postma, Director

**LEASE EXTENSION**

THIS LEASE EXTENSION is made as of the 13<sup>th</sup> day of October, 2021, between CHIPPEWA COUNTY E-911 /OFFICE OF EMERGENCY SERVICES, 4657 W. Industrial Park Drive, Kincheloe, Michigan 49788 (hereafter referred to as LESSEE), and the Economic Development Corporation of Chippewa County (hereafter "Lessor") a Michigan Municipal Corporation, of 5019 W. Airport Drive, Kincheloe, Michigan 49788.

**WITNESSETH**

Lessor and Lessee entered into a Lease dated January 1, 2011, covering the westernmost 3,413 square feet. On January 1, 2022 an additional 1,440 square feet will be added for a total of 4,853 square feet of Building #432, a 13,988 SF facility located upon Lot #5, Kinross Township, Industrial Plat #1. ("Premises"), and

Lessor and Lessee wish an extension of a certain Lease dated January 1, 2011.

NOW THEREFORE, Lessor and Lessee agree as follows:

1. Effective January 1, 2022, the Lease, dated January 1, 2011, is extended for a five (5) year period, expiring December 31, 2026 (the "Extension Term"), on all of the same terms as set forth in the original Lease, dated January 1, 2011.
2. During the entire Extension Term (the same being 1/1/2022 – 12/31/26) Annual rental payments amount of rent set forth below, shall be due and payable by the 1<sup>st</sup> day of January each and every year throughout the Extension Term, in the manner provided herein:

January 1, 2022 – December 31, 2022: \$35,123.12

January 1, 2023 – December 31, 2023: \$37,149.40

January 1, 2024 – December 31, 2024: \$39,175.69

January 1, 2025 – December 31, 2025: \$41,201.97

January 1, 2026 – December 31, 2026: \$41,201.97

3. The Lease, dated January 1, 2011, shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Lease, dated January 1, 2011, are hereby confirmed and ratified and constitute valid and binding obligations enforceable accordingly to the terms thereof.

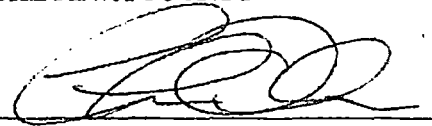
4. In executing this Lease Extension, Lessor and Lessee acknowledge that decisions and actions of both parties are entirely voluntary and free from any mental, physical or economic duress.

WITNESS:

ECONOMIC DEVELOPMENT CORPORATION  
of CHIPPEWA COUNTY

Kimberly Wilcox

BY:



Chris Olson

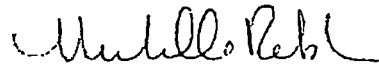
Kimberly Wilcox

ITS: President

CHIPPEWA COUNTY E-911

Tammy Peyton

BY:



Michelle Robbins

Tammy Peyton

ITS: Director



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

June 2, 2026

Commissioner Jim Martin  
319 Court St  
Sault Ste. Marie MI 49783

RE: FY25-26 Hazardous Materials Emergency Preparedness grant (HMEP) documents for signature

Jim –

Attached you will find several documents related to FY25-26 HMEP that require signature. Each document has been flagged with a post it tab.

- Grant Agreement
- Subrecipient Risk Assessment Certification
- HMEP Planning Grant Agreement In-Kind Match form
- Standard Assurances
- Certifications regarding lobbying, debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements
- Audit Certification (EMD-053)
- Request for Taxpayer ID (W-9)
- FY25-26 SARA Title III Hazardous Materials, Off Site Emergency Response Plan Update List.

If you have any questions, please feel free to contact me.

Sincerely,

Greg Postma



STATE OF MICHIGAN  
DEPARTMENT OF STATE POLICE  
LANSING

GRETCHEN WHITMER  
GOVERNOR

COL. JAMES F. GRADY II  
DIRECTOR

May 28, 2026

Dear Emergency Management Coordinator:

Enclosed is the Fiscal Year (FY) 2025-26 Hazardous Materials Emergency Preparedness (HMEP) Planning Program Grant Agreement package. Please return the required grant documentation listed on the enclosed *Subrecipient Checklist* to our office via email:

Attention: Mr. Paul Lounsberry  
Emergency Management and Homeland Security Division  
Michigan Department of State Police  
[LounsberryP@michigan.gov](mailto:LounsberryP@michigan.gov)

Additional information on the FY 2025-26 HMEP Grant Program can be found at [www.phmsa.dot.gov/hazmat/grants](http://www.phmsa.dot.gov/hazmat/grants).

This grant agreement and all required documentation must be completed, signed, and returned **no later than July 27, 2026**. If this requirement is not met, this grant agreement will be invalid after **July 27, 2026**, unless a prior written exception is provided by the Michigan Department of State Police, Emergency Management and Homeland Security Division.

If you have any questions regarding this correspondence or the FY 2025-26 HMEP Planning Grant Program, please contact Mr. Thomas Matzke at [MatzkeT@michigan.gov](mailto:MatzkeT@michigan.gov) or 517-224-6349.

Sincerely,

A handwritten signature in black ink, appearing to read "KS", followed by a long horizontal line.

Kevin Sweeney, Commander  
Emergency Management and Homeland Security Division

# SUBRECIPIENT CHECKLIST

## FISCAL YEAR 2025-26 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS PLANNING PROGRAM GRANT AGREEMENT

CFDA No: 20.703

Email the following items to: LounsberryP@michigan.gov

SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- 1. Grant Agreement
- 2. Subrecipient Risk Assessment Certification
- 3. Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Agreement In-Kind Match form
- 4. Assurances – Non-Construction Programs
- 5. Certifications Regarding Lobbying
- 6. Audit Certification (EMD-053)
- 7. Request for Taxpayer Identification Number and Certification (W-9)
- 8. Fiscal Year (FY) 2025-26 SARA Title III Hazardous Materials, Off-site Emergency Response Plan Update List

**NOTE:** The Plan Update List does not need to be completed and returned with your FY 2025-26 HMEP Planning Program grant agreement. This form is to be used if and when a list of updated plans is submitted for your grant. The Plan Update List form can be submitted directly to the SARA Title III Planner at the Michigan State Police Emergency Management and Homeland Security Division (MSP/EMHSD) when you have completed all plan updates for the grant year.

### POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also, retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 Code of Federal Regulations 200. If required, the Subrecipient submits an audit copy by email to: MSP-EMHSD-Audit@michigan.gov.

FOR GRANT QUESTIONS, PLEASE CONTACT MR. THOMAS MATZKE  
AT MATZKET@MICHIGAN.GOV OR 517-224-6349.

Michigan State Police  
 Emergency Management and  
 Homeland Security Division



Grant Agreement

**FEDERAL AWARD IDENTIFICATION**

SUBRECIPIENT NAME County of Chippewa	GRANT NAME Hazardous Materials Emergency Preparedness Grant Program	Assistance Listing Number 20.703
SUBRECIPIENT IRS/VENDOR NUMBER 38-6004475	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) 693JK32540045HMEP	FEDERAL AWARD DATE 01/15/2026
SUBRECIPIENT UEI SX3NTU5NQ6K9	SUBAWARD PERFORMANCE PERIOD BUDGET PERIOD	FROM TO 10/01/20225 09/30/20226 10/01/20225 09/30/2026
RESEARCH & DEVELOPMENT N/A	<b>Funding</b>	<b>Total</b>
	Federal Funds Obligated by this Action	\$2,240
INDIRECT COST RATE None on file	Total Federal Funds Obligated to Subrecipient	\$2,240
	Total Amount of Federal Award Committed	\$2,240
FEDERAL AWARD PROJECT DESCRIPTION FY 2025-26 Hazardous Materials Emergency Preparedness Planning Program Grant		
DETAILS The Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the <i>Hazardous Materials Emergency Preparedness Planning Grant Instructions</i> that are included with this grant agreement. The match amount is located in part III.A of this grant agreement.		
FEDERAL AWARDDING AGENCY U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 1200 New Jersey Avenue, SE, East Bldg, 3rd Washington, D.C. 20590-0001	PASS-THROUGH ENTITY (RECIPIENT) NAME Michigan State Police Emergency Management & Homeland Security Division P.O. Box 30634 Lansing, MI 48909	

# State of Michigan Fiscal Year 2025-26 Hazardous Materials Emergency Preparedness Planning Program Grant Agreement

October 1, 2025 to September 30, 2026

Assistance Listing Number: 20.703 Grant Number: 693JK32540045HMEP
--

This Fiscal Year (FY) 2025-26 Hazardous Materials Emergency Preparedness (HMEP) Planning Program grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

**COUNTY OF CHIPPEWA**  
(hereinafter called the Subrecipient)

## I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development of new Superfund Amendments and Reauthorization Act (SARA), Title III, Section 302, hazardous materials emergency response plans. This grant agreement provides financial assistance to first responders (fire, law enforcement, emergency medical services, etc.) for allowable costs in the following areas:

- A. Provision of assistance to public sector employees through planning grants to states, territories, and Native American tribes for emergency response.
- B. Increased state, territorial, tribal, and local effectiveness in implementation of the Federal Emergency Planning and Community Right-to-Know Act of 1986.
- C. Encouragement of a comprehensive approach to emergency planning by incorporating the unique challenges of response to transportation situations.

## II. Statutory Authority

Funding for the FY 2025-26 HMEP is authorized by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Federal Hazardous Materials Transportation Law (49 U.S.C. Section 5101 et. seq.).

The Subrecipient agrees to comply with all FY 2025-26 HMEP program requirements and the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. 49 CFR, Part 110 *Hazardous Materials Public Sector Training and Planning Grants* located at <http://www.ecfr.gov>.
- C. 49 U.S.C. 5116 *Planning and training grants, monitoring and review et seq.* located at <https://www.gpo.gov/fdsys>.
- D. Any other applicable Federal statutes and regulations, including but not limited to those listed in this grant agreement.

## III. Award Amount and Restrictions

- A. The **County of Chippewa** is awarded up to **\$2,240** under the FY 2025-26 HMEP Planning Program Grant Agreement. This funding will be awarded as described in *HMEP Planning Grant Instructions* enclosed within this grant agreement packet and is based on information provided in the HMEP grant application submitted for the FY 2025-26 grant year by **County of Chippewa**. This allocation is dependent upon the

total amount of federal funding received and may be reduced if available federal funding is reduced or if fewer plans are submitted based on the FY 2025-26 **County of Chippewa** application. Any unused grant funds remaining at the end of the grant year will be used to increase the reimbursement for accepted new SARA Title III plans submitted by participating Local Emergency Planning Committees (LEPCs). The Subrecipient's payment per new plan will be recalculated using these funds and the award to the Subrecipient for the number of new plans submitted will be adjusted. This may affect the match amount required for this grant.

Based on the Subrecipient's application, a match amount of **\$560** is required. However, the Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the *HMEP Planning Grant Instructions* that are enclosed within this grant agreement.

- B. The PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
1. The copyright in any work developed under this grant, sub-award, or contract under a grant or sub-award; and
  2. Any rights of copyright to which the Recipient, Subrecipient, or a contractor purchases ownership with grant support.

#### IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The subrecipient shall not use FY 25-26 HMEP funds to generate program income.
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification;
  2. Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Agreement In-Kind Match form (EMD-063);
  3. Assurances – Non-Construction Programs;
  4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
  5. Audit Certification (EMHSD-053);
  6. Request for Taxpayer Identification Number and Certification (W-9);
  7. SARA Title III Hazardous Materials, Off-site Emergency Response Plan Update List (EMD 064). This form is located on the MSP/EMHSD website at <http://www.michigan.gov/emhsd> under Hazardous Materials. The form does not need to be completed and returned with the FY 2024-25 HMEP Planning Program grant agreement. It is to be used if and when a list of updated plans is submitted for your grant. Submit the Plan Review List directly to the SARA Title III Planner at the MSP/EMHSD no later than September 15, 2026.
  8. Other documents that may be required by federal or state officials.
- D. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
1. Meet the LEPC eligibility requirements, as stated in the *HMEP Planning Grant Instructions*, Section II which is included with this grant agreement package.
  2. In accordance with 2 CFR 200.337, the subrecipient permits the recipient to have access to the subrecipient's records and financial statements as necessary for the recipient to meet the requirements of 2 CFR 200.332.
  3. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the *Rehabilitation Act of 1973*.

4. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
  - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audits.
  - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
  - c. Non-federal organizations which expend \$1,000,000 or more in all federal funds during their current FY are required to have an audit performed in accordance with the Single Audit Act Amendments of 1996, and 2 CFR, Part 200.
5. Comply with the Department of Transportation's policy for contracting with small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms.

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

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

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

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

Submit new and updated SARA Title III (Section 302) community hazardous materials emergency response plans and identify which facility plans were updated on the attached *Plan Update List* form as stated in the FY 2025-26 application to MSP/EMHSD, no later than September 15, 2026 to the MSP/EMHSD District Coordinator. The form for submitting these updates is available on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. Complete instructions on how and where to submit required reports can be found in the *HMEP Planning Grant Instructions* that are included with this grant agreement package. If a support grant was requested, the LEPC must meet the requirements stated in the attached *HMEP Planning Grant Instructions*, Section IV.B., or forfeit that portion of the grant award.

#### **VII. Payment Procedures**

Upon receipt, review, and acceptance of all work products and other requirements, as referenced in this grant agreement, the Recipient will calculate the payment to be made to the Subrecipient and will forward this information to the Subrecipient. See the *HMEP Planning Grant Instructions* document attached within this grant agreement packet for further information.

All Subrecipients in the HMEP grant program must submit documentation on the associated costs being charged to the \$1,500 HMEP support grant. The eligible expenses are laid out in the HMEP \$1,500 Support Grant Certification Form, which will be sent to each LEPC at the close of the federal FY. When a LEPC enters information into this form, the cost will need to be supported by a receipt, time sheet (reflecting hours worked on SARA related planning issues), purchase order, or a paid invoice. The support grant form and attachments must be returned to MSP/EMHSD by the assigned due date.

### **VIII. Employment Matters**

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

The Subrecipient must comply with 2 CFR, Part 1200, *Nonprocurement Suspension and Debarment*, located at <http://www.ecfr.gov>. The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Active Exclusions list on the System for Award Management (SAM) website located at <http://www.sam.gov> (previously this search was performed in the Excluded Parties List System – EPLS).

The Subrecipient must comply with regulation 49 CFR, Part 21, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964* (see related certification form contained in this grant agreement package).

The Subrecipient must comply with regulation 49 CFR, Part 20, *New Restrictions on Lobbying* (see related certification form contained in this grant agreement package).

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

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

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

### **X. Third Parties**

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

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

This grant agreement is in full force and effect from October 1, 2025 to September 30, 2026. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

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

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their rights, interests, or obligations hereunder without the prior consent of

the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

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

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

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

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

### **XIV. Freedom of Information Act**

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


**XV. Official Certification**

**For the Subrecipient**

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Chippewa County	SX3NTU5NQ6K9
_____	_____
Subrecipient Name	Subrecipient's UEI Number
Jim Martin	Board Chair
_____	_____
Printed Name	Title
X	X
_____	_____
Signature	Date

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

Capt. Kevin Sweeney	Commander, Emergency Management and Homeland Security Division
_____	_____
Printed Name	Title
	5/26/26
_____	_____
Signature	Date

**Three Shores Cooperative Invasive Species Management Area (CISMA)**

**MEMORANDUM OF UNDERSTANDING**

*Among the following:*

Bay Mills Indian Community  
Chippewa County  
Chippewa County Road Commission  
Chippewa Luce Mackinac Conservation District  
Chippewa Ottawa Resource Authority  
Clark Township  
Curtis Garden Club  
Eastern Upper Peninsula Board of Realtors  
Gregory Gardens, LLC  
Grossman Forestry Co.  
Haylake Horticultural Service  
Hendricks Township  
Hiawatha Shore-to-Shore, North Country Trail Association  
Lake Superior State University  
Les Cheneaux Watershed Council  
Little Traverse Conservancy  
Luce County Road Commission  
Mackinac County  
Mackinac State Historic Park Commission  
Michigan Department of Natural Resources, Brimley State Park  
Michigan Department of Natural Resources, Fisheries Division  
Michigan Department of Natural Resources, Forest Resources Division  
Michigan Department of Natural Resources, Muskallonge Lake State Park  
Michigan Department of Natural Resources, Straits State Park  
Michigan Department of Natural Resources, Tahquamenon Falls State Park  
Michigan Department of Natural Resources, Wildlife Division  
Michigan Karst Conservancy  
Michigan Natural Features Inventory, Michigan State University Extension  
Michigan Nature Association  
Northern Natives Erosion Control, LLC  
Portage Township  
Sault Area Garden Club  
Sault Ste. Marie Field Naturalists of Michigan and Ontario  
Sault Ste. Marie Tribe of Chippewa Indians  
Seney National Wildlife Refuge  
St. Mary's River Sportsman's Club  
Straits Area Sportsman's Club  
The Forestland Group, LLC  
The Nature Conservancy  
Upper Peninsula Resource Conservation & Development Council  
USDA Forest Service, Hiawatha National Forest  
USDA Natural Resources Conservation Service

(Hereinafter referred to as the "Parties")

**I. PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to establish and formalize a cooperative effort for the integrated management and control of invasive species across jurisdictional boundaries of Chippewa, Luce and Mackinac Counties, and thus to create the Three Shores Cooperative Invasive Species Management Area (hereafter referred to as Three Shores CISMA).

**II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:** All signatories of this MOU have mutual interest in preventing the establishment and spread of invasive species and share the following common goals:

- A. **EDUCATION** - Increase public and staff awareness of invasive species.
- B. **PREVENTION** - Prevent the establishment of new invasive species infestations and spread of existing invasive species infestations.
- C. **CONTROL** - Promote the effective, integrated management or eradication of priority invasive species.
- D. **INFORMATION EXCHANGE** - Share technical information regarding control methods, locations, new infestations, project success among parties and with other regional and local invasive species organizations.
- E. **COOPERATION** - Facilitate development of cooperative agreements for local invasive species management which include opportunities for shared funding sources, resources, materials, personnel, including volunteers, expertise, equipment, etc.
- F. **INVENTORY AND MONITORING** – Cooperatively utilize consistent inventory and monitoring protocols across jurisdictional boundaries, and exchange data.

**III. ALL PARTIES INTEND TO:**

- A. Meet as a member of the Three Shores CISMA at least once annually to review and coordinate invasive species management activities throughout the Eastern Upper Peninsula (EUP). Strategies and priorities will be established based on the invasive species, potential for further spread, and negative impacts to the native ecosystem, local economy, and human health/wellbeing.
- B. Allow for the exchange of personnel, equipment, supplies, and crews throughout the Three Shores CISMA. Individual party participants may elect to retain any portion of their own personnel, equipment, supplies, and crews within their jurisdiction.
- C. Encourage participants to contribute to the management of non-native invasive species within the Three Shores CISMA through education programs, research, inventory and monitoring, grants and fundraising, and citizen's participation programs.
- D. Elect to manage invasive species within their own jurisdiction in whole or part through either utilizing the Three Shores CISMA or utilizing their own personnel, equipment and/or supplies.
- E. Allow participating Federal, State, Tribal, Municipal, and local agencies' personnel, equipment and supplies to be used in the management of invasive species on non-federal, state, tribal, or private ownerships within the Three Shores CISMA.
- F. Assist in mapping current infestations and advising the Three Shores CISMA of new infestations.
- G. Ensure management of invasive species will be integrated and incorporate effective and safe control measures. Integrated control measures may include: prevention measures, education, awareness programs, decontamination, mechanical methods, manual methods, biological controls, plant competition, fire and herbicides.
- H. Participate and/or cooperate in the continued updating of a Strategic Plan which has been created for the Three Shores CISMA (updating minimally every 5 years).

- I. Coordinate management activities, which will be documented each year in an Annual Operating Plan. These activities will guide implementation of the Strategic Plan.
- J. Share information among interested Parties and provide assistance and expertise regarding invasive species management (e.g. control methods, introduction prevention measures, restoration tools, standardized data collection, etc.) activities on their lands and waters.
- K. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out invasive species management on lands and waters within the Three Shores CISMA.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

- A. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
- B. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts any of the Parties from participating in similar activities with other public or private agencies, organizations, and/or individuals.
- C. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon signature by all of the Parties presented herein and shall remain in effect for a period of five years from the date of execution. This MOU may be amended upon written request of any of the Parties presented herein. The request shall be accompanied by documentation demonstrating the suggested new or modified language. The amendment will take effect upon the subsequent written concurrence of a majority of the Parties. Any Party may terminate their involvement in this MOU by written notice to the Three Shores CISMA Coordinator. The Three Shores CISMA Coordinator will work to remove the Parties from websites, the MOU, and any other media forms not already in print within 60 days.
- D. RESPONSIBILITIES OF PARTIES. The Parties presented herein and their respective agency administrations will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. ADDITIONAL PARTIES TO THE MOU. Additional parties may, and are encouraged, to join the MOU at any time. All signatories will be notified of any additional party request to join and will be given 30 days after the notification to determine if there is a conflict of interest. If a conflict of interest is identified, the conflict will be brought to the partnership. Once discussed, a majority vote of the Three Shores CISMA Steering Committee, on behalf of the partnership, will either agree to add, or agree to withhold adding the new potential partner. The requesting additional party will be given a signatory page to join as a formal partner. A contact for the requesting party will sign, and the CISMA Coordinator will sign on behalf of all other formal partner organizations.
- F. CIVIL RIGHTS. During the performance of this MOU, the Parties agree to abide by the terms of USDA-Civil Rights Assurance Certification/non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- G. NONDISCRIMINATION. The Parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section

504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding the Parties' programs that are produced by the Parties for public information, public education, or public distribution:

***"In accordance with Federal law and U.S. Department of Agriculture/US Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, sexual orientation, national origin, religion, sex, age, or disability."***

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Ave. SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text that, ***"This institution is an equal opportunity provider."***

- H. **PROMOTIONS.** None of the Parties will publicize or otherwise circulate promotional material that states or implies an endorsement of a product, service, or position which the other Parties represent.
- I. **PUBLICATIONS OF RESULTS AND STUDIES.** None of the Parties will unilaterally publish a joint publication without consulting the other Parties. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this MOU may be produced independently or in collaboration with others. However, in all cases, proper credit will be given to the efforts of those Parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either Party may publish data after due notice and submission of the proposed manuscripts to the other Parties. In such instances, the Parties publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- J. **INDEMNIFICATION.** Each Party shall be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other Parties and the results thereof. Each Party, therefore, agrees that, with respect to the other Parties, it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this agreement, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or by the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to this agreement. Nothing in this agreement shall be interpreted to authorize or obligate any Party or any employee of such Party to operate outside the scope of employment of such employee, and no Party shall be required to indemnify another Party.
- K. **NON-BINDING AGREEMENT.** This MOU is not a legally binding agreement and creates no legally binding obligations for any Party. However, it does express the intent of the Parties regarding the work they will undertake for this collaboration and their representative roles within the collaboration.
- L. **NON-FUND OBLIGATING DOCUMENT:** Nothing in this MOU shall require any party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently

authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

- M. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against any Party in this agreement.
- N. AUTHORIZED REPRESENTATIVES: By signing below, the Parties certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.
- O. COUNTERPARTS AND RECITALS. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. All of the recitals are hereby incorporated by reference and made a part of this Agreement.
- P. ALTERNATE DISPUTE RESOLUTION: In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

**V. KEY OFFICIALS AND SIGNATURES:**

*A separate sheet will be included for each of the Interested Parties designating the key official to this MOU and the signature of the person authorized to enter into this agreement*

C I S M M A

**THREE SHORES CISMA MEMORANDUM OF UNDERSTANDING**

*between*

- Bay Mills Indian Community
- Chippewa County
- Chippewa County Road Commission
- Chippewa Luce Mackinac Conservation District
- Clark Township
- Chippewa Ottawa Resource Authority
- Curtis Garden Club
- EUP Board of Realtors
- Grossman Forestry
- Haylake Horticultural Service
- Hendricks Township
- Hiawatha Sportsmans Club
- Invasive Species Centre
- Karst Conservancy
- Lake Superior Fire Council
- Les Cheneaux Watershed Council
- Little Traverse Conservancy
- Lake Superior State University
- LSSU Center for Freshwater Research and Education
- Luce County Road Commission
- Mackinac County
- Mackinac State Historic Parks
- MDNR Brimley State Park
- MDNR Fisheries Division
- MDNR Forest Resources Division
- MDNR Muskellunge State Park
- MDNR Straits State Park
- MDNR Tahquamenon Falls State Park
- MDNR Wildlife Division
- Michigan Dept. of Transportation
- Michigan Nature Conservancy
- Michigan Natural Features Inventory
- Michigan State University Extension
- North Country Trail Association
- Northern Natives Erosion Control
- Portage Township
- Sault Garden Club
- Sault Naturalists
- Sault Tribe of Chippewa Indians
- St. Mary's River Sportsmans Club
- The Nature Conservancy
- UP Resource Conservation and Development Council
- USDI Fish and Wildlife Service
- USDA Forest Service, Hiawatha Natl. Forest
- USDA Natural Resources Conservation Service
- Wozniak Landscaping

**KEY OFFICIALS AND SIGNATURES**

**Legal Signatory for Chippewa County:**

**Name** \_\_\_\_\_ **CISMA** \_\_\_\_\_ **Date** \_\_\_\_\_



Chippewa County Sheriff's Office  
TO PROTECT AND SERVE THE PEOPLE

Date: 5/26/2026

To: Finance Committee

From: Ryan Hering

RE: Talitrix agreement

The purpose of this communication is to request approval to sign a contract with Talitrix LLC. Deputy Brehm from the Chippewa County Sheriff's Office tether program and I, Undersheriff Hering have been in contact with Talitrix about their electronic monitoring devices.

The cost per unit per day is \$5.00 and we are only billed for the devices while they are being used. This is approximately \$1.50 more per day than our current devices. We plan to partially switch over to Talitrix and also use our current supplier. Talitrix main benefit is that it uses AT&T service which is critical at many places in our county. Talitrix also uses watches that blend in and have a longer battery life then the current ankle monitor.

I am respectfully requesting to begin a working relationship with Talitrix.

Thank you in advance for your time and consideration.

Sincerely,

Ryan Hering

Undersheriff

**Michael D. Bitnar, Sheriff**  
**Ryan A. Hering, Undersheriff**  
325 Court St, Suite 101,  
Sault Ste Marie, MI 49783

OFFICE #906-635-6355

FAX #906-635-6336

Chippewa County Sheriff APP (free)

## PARTICIPANT ELECTRONIC MONITORING PRODUCTS AND SERVICES AGREEMENT

This Participant Electronic Monitoring Products and Services (“**Agreement**”), is entered into as of May 13, 2026 (“**Effective Date**”) by and between Talitrix LLC, a Delaware limited liability company, (“**Talitrix**”, “**Contractor**”, “**We**”, “**Us**”, “**Our**”) with offices at 3460 Preston Ridge Road, Suite 125, Alpharetta, GA 30005 and the Chippewa County Sheriff’s Department, (“**Customer**”, “**Subscriber**”, “**Agency**”, “**You**”, “**Your**”), with offices at 325 Court St #3, Sault Ste. Marie, MI 49783.

The Parties agree as follows:

The Contractor will deliver the item(s) and service(s) as described in **Attachment A – Service Order No. 1**, of this Agreement.

### 1. DEFINITIONS

1.1 “**Affiliate**” means any department or subdivision of the Customer where the department or subdivision or subject to the identical or nearly identical laws and regulations.

1.2 “**Agreement**” means this Participant Electronic Monitoring Products and Services Agreement.

1.3 “**Authorized User**” means your employee, your Affiliate’s employee, or a Permitted Third Party’s employee for whom you create a unique user name and password under your account.

1.4 “**Client Software**” means software components to be utilized via a web browser on your, your Affiliates’, or your Authorized Users’ computer systems or devices.

1.5 “**Device**” means the bi-modal positioning tracking bands or mobile devices, base stations, beacons, connectivity transmitters (e.g., radio frequency, Wi-Fi, GPS, and Cellular etc.), positioning sensors, routers/switches, or other hardware, and associated firmware and Updates on any of them, that, in each foregoing case, works with the Services and is shipped to you by us or on our behalf. Shipments will be undertaken based on the written instructions of the Customer.

1.6 “**Documentation**” means our user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).

1.7 “**Participant(s)**” means the individual(s) that jurisdiction or Talitrix places a Device on the purpose of GPS, Wi-Fi, Cellular or BLE tracking.

1.8 “**Permitted Third Party**” means an entity under contract with you or your Affiliates who needs to access the Service to perform its obligations.

1.9 “**Professional Services**” means the professional services specified in a Service Order, potentially including but not limited to implementation services, consulting, and training services.

1.10 “**Service**” means the service identified in this Agreement, as we may modify the Service from time to time as agreed upon between the parties, including any associated Client Software or Devices provided by us to you; provided, however, we will not make any modification to the Service during the term of a Service Order that materially reduces the functionality thereof.

1.11 “**Service Order**” means an ordering document or statement of work entered into between you and us specifying the services to be provided thereunder, including any addenda and supplements thereto. By entering into a Service Order under this Agreement, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to the Agreement. The Service Order will control for any conflicts arising between the Agreement and Service Order.

1.12 “**Subscriber Data**” means any data uploaded into the Service by you or an Authorized User, data collected by a Device, or data otherwise provided by you or your Authorized Users for processing by the Service in accordance with this Agreement.

1.13 “**Subscription Fees**” means the fees for the Service specified in the Service Order.

1.14 “**Technical Support Services**” means our then-current technical support services offering for the Services and Devices, each as described in this Agreement or applicable Service Order.

1.15 “**Updates**” means maintenance releases, error corrections, additions, changes, modifications, extensions, new versions or new release of software or firmware, excluding new products, services, features or functionalities we elect to sell or license separately.

### 2. USE OF THE SERVICE

2.1 **Use of the Service.** Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the applicable Subscription Term to use the Service solely in connection with the Device(s) and your internal business operations. Your and your Affiliates’ rights to use the Service are subject to any limitations on use of the Service based on the version of the Service you purchase or license (e.g., applicable usage limits) and if and as set forth in this Agreement (collectively, the “**Scope Limitations**”) and your rights to use the Service are contingent upon your compliance with the Scope Limitations and this Agreement. As part of the Service, we may provide you and your Affiliates with Client Software, which you and your Affiliates may utilize on your computer system or other devices and use solely to upload Subscriber Data into the Service. You are solely responsible for your conduct (including by and between all users), the content of Subscriber Data, and all communications with others while using the Service.

2.9 Service Availability. We perform and maintain regular database backups according to the retention policy appropriate for the particular system. We incorporate database and system maintenance operations and processes designed to address data consistency, indexing, and integrity requirements that also help improve query performance. We have implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. We will use commercially reasonable efforts to notify you in advance of planned Service interruptions. In the event of an unplanned Service interruption, you may contact us for Technical Support Services, as described in this Agreement. The Service depends on the availability of the Subscriber Data from you and third-party data providers. You are responsible for making the Subscriber Data available that is necessary for us to provide the Service.

### 3. SERVICES AND TECHNICAL SUPPORT SERVICES

3.1 Services. You may contract with us to perform Services. The specific details of the Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Order. Unless otherwise specified in the applicable Service Order, any unused portion of the Services and training will expire and may not be carried over after 12 months from the Service Order's effective date.

3.2 Changes to Services. You may reasonably request in writing that revisions be made with respect to the Services set forth in a Service Order. If your requested revisions materially increase the scope of the Services or the effort required to perform the Services under the Service Order, then we will deliver to you a written proposal reflecting our reasonable determination of the revised Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If you approve the proposal, then the parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and we will have no obligation with respect to the relevant change requests.

3.3 Technical Support Services. During an Order Term, as set forth in this Agreement or applicable Service Order, we will provide you with the applicable Technical Support Services for the version of the Service to which you are subscribed so long as you are current in payment of the Subscription Fees (if applicable). You are responsible for providing support to Permitted Third Parties. Client support, including devices, account lock-outs, and on-boarding/off-boarding can be reached via email at [cx@talitrix.com](mailto:cx@talitrix.com) or via phone at (678) 250-0198. Participants needing assistance can reach us via email at [casemanagement@talitrix.com](mailto:casemanagement@talitrix.com) or by phone at (678) 799-7677.

3.4 Your Responsibilities. You will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable us to perform the Technical Support Services. You acknowledge that our ability to provide Technical Support Services may be affected if you do not meet your responsibilities as set forth above.

3.5 Feedback and Other Content. The Service may permit the submission of, or you, your Affiliates, and Permitted Third Parties may otherwise provide, feedback, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the use, feature, functions or operation of the Service. You grant to us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit such content without restriction.

### 4. DEVICES

4.1 Use. During the Order Term, subject to commercial availability and your timely payment as detailed in section 6.1 of this Agreement and full compliance with the terms of the Agreement, we will deliver to you Devices pursuant to this Agreement or applicable Service Order that can be used with Services in accordance with the Documentation.

4.2 Shipment; Risk of Loss. Shipping to be F.O.B. Destination, where the Destination is in compliance with your direction. Shipments will be made during Agency normal work hours via the US Postal Service and/or UPS.

4.3 Additional Orders. We will provide to you the Devices pursuant to this Agreement or applicable Service Order. You may order additional Devices by providing us with a written request or purchase order, so long as such Device is commercially available. All additional purchase orders must be in writing and accepted by us. Once accepted by us, additional purchase orders will become part of and are incorporated into and are subject to the terms and conditions set forth in the Agreement.

4.4 Wireless Carrier and Mobile Device Charges. You are responsible for paying for: (a) any additional data charges imposed by a wireless carrier for over the air Updates or related to use of the Services that is not consistent with Reasonable Use; and (b) compatible mobile devices and support for such mobile devices (and such costs and services are not included in the fees or in this Agreement).

4.5 Updates. We will, when reasonably practical, cause Updates to automatically install over the air to the Device firmware.

4.6 Recalls. We may elect from time to time to institute Device recalls, in our sole discretion. You shall fully cooperate with us in facilitating any Device recall, including, without limitation, by granting Talitrix sufficient access to your facilities to permit us to uninstall and remove any recalled Devices and providing us with requested information regarding who used a recalled Device.

### 5. FEES AND PAYMENT

5.1 Fees and Payment Terms. The Customer shall pay Talitrix in accordance with this prices set forth in the Service Order. The Contractor may invoice the Customer monthly at the billing address designated by the Customer. Payments will be made by the Customer within approximately 30 days after receipt of a properly executed invoice, and approval by the Customer. Invoices shall include the contract and order number, using department and product/services purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

5.2 Taxes. The Contractor agrees that all applicable taxes are included in the pricing set forth in this Agreement.

## 8. DATA SECURITY

8.1 Data Security. We implement and maintain physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Subscriber Data. These measures include encryption of Subscriber Data during transmission to the Service, and encryption of backups of Subscriber Data and authentication credentials at rest. We will notify you of any unauthorized access to, or use of, Subscriber Data that comes to our attention. If any unauthorized disclosure of Subscriber Data resulting from your use of the Service comes to our attention, we will work with you to investigate the cause of such unauthorized disclosure, and will work together in good faith to take the steps reasonably necessary to prevent any future reoccurrence and to comply with applicable data breach notification laws.

8.2 Data Transmission. You acknowledge that use of the Service involves transmission of Subscriber Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. You must protect your Authorized User login names and passwords from access or use by unauthorized parties, and are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach at [Compliance@Talitrix.com](mailto:Compliance@Talitrix.com).

8.3 Subscriber Data. Subscriber Data is your property. You grant us a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Subscriber Data as required to provide or perform the Service, Technical Support Services, account management services, and Services, and to publish, display, and distribute de-identified, aggregated information derived from Subscriber Data and from your use of the Service for purposes of improving our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data is not publicly identified or identifiable as originating with or associated with you or any individual person.

## 9. WARRANTIES AND DISCLAIMER

9.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution and delivery of this Agreement or applicable Service Order, or performance of this Agreement.

9.2 Our Warranty. We warrant that the Service as delivered to you will materially conform to the specifications set forth in this Agreement or applicable Service Order, during the term of this Agreement. You must notify us of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears. To the extent permitted by law, your sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to correction of the non-conforming Service as applicable, or if correction or re-performance is not commercially reasonable, termination of this Agreement and a refund of any prepaid unused fees for the applicable Service.

9.3 Device Warranty. During the Order Term, we warrant that our Technical Support Services will allow the Devices to operate as substantially described in the applicable Documentation ("Good Working Order") provided that the Device has been Updated (if applicable, in accordance with the Contractor's standard Over-the-Air ("OTA") process) and has not been subject to misapplication, misuse, modification, unauthorized installation, improper use with other software, damage, or negligence. Repair or replacement, where Talitrix is responsible for all shipping and risk of loss, is your sole and exclusive remedy for this warranty. Removal and return of the Device that is not in Good Working Order will be at your expense and risk of loss. The failed Device must be received by us within 30 days of issuance of a return materials authorization ("RMA") number or you may be invoiced the Lost Device Fee. Following issuance of the RMA number, we will advance replace the failed Device by shipping to you, at our expense, a replacement Device, which may be refurbished. We do not warrant or support any third party owned products provided to you under a Service Order (you must contact and pay that third party owner directly for any available support).

9.4 No Surreptitious Code Warranty. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and Agency-authorized features designed for purposes of maintenance or technical support.

9.5 Sensitive Personal Information. Unless we specifically agree otherwise in writing, you represent and warrant that neither you nor any Authorized User will upload into the Service, or otherwise provide for processing by the Service, any Sensitive Personal Information. "Sensitive Personal Information" means Sensitive Personal Information and any similar term (e.g., "Sensitive Personal Data," "Protected Health Information," etc.) as defined under relevant privacy or data protection laws, including, without limitation, the Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, US Children's Online Privacy Protection Act, and Family Educational Rights and Privacy Act. Without limitation, "Sensitive Personal Information" includes: personal financial and financial account information, sexual orientation, personal medical or health information, personal information of children under 13, personal education records, and social security, national identity, national insurance, and similar personal identifiers. You further represent and warrant that you and any Authorized User will comply with all applicable laws, regulations, self-regulatory guidelines, and your privacy policy with respect to the collection, transfer, and use of any personally identifiable information in connection with the Service, including proper disclosure and receipt of all required consents from each individual to transfer such personally identifiable information to us.

9.6 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WE

WITH INTENT TO BE BOUND, Talitrix LLC and Customer, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

**Chippewa County Sheriff's Department**

Signature: \_\_\_\_\_

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

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

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

Accepted and agreed to by:

**Talitrix LLC**

Signature: \_\_\_\_\_

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

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

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

**4. Fees, Payments and Device Charges<sup>1</sup>**

Licensed Products or Services	Included Products or Services			Corresponding Annual or Daily Fee
T-Band Device (Agency Pay).	X			\$5.00 per day per Participant
All-In-One Band (Agency Pay).	X			\$5.00 per day per Participant
Buddi AlcoTag (Agency Pay)	<input type="checkbox"/>			\$8.00 per day per Participant
Budd AlcoBreath (Agency Pay)	<input type="checkbox"/>			\$6.00 per day per Participant
Talitrix Guardian App.	X			No cost to victim or jurisdiction
Talitrix Shield App (Victim).	X			No cost to victim or jurisdiction
Contact Center Support Level <sup>2</sup>	Basic <input type="checkbox"/>	Plus X	Pro <input type="checkbox"/>	

**Equipment Loss, Replacement, and Shelf Fees**

Talitrix shall waive five percent (5%) of Loss, Destroyed or Stolen equipment (“LDS”) based on total active Participants after 90 days. For example, if after 90 days the total active Participants is 100 users – Talitrix shall provide 5 total replacements at no cost to the Customer. Talitrix shall invoice Customer for any LDS above the five percent (5%) threshold. Failure to replace damaged or missing Devices may result in a loss of tracking of the Participant and a violation of their bond conditions.

Talitrix will charge the Customer shelf fees for Buddi AlcoTag and AlcoBreath devices. An excess shelf stock fee of \$1.50 per unit per day will apply to inventory exceeding ten percent (10%) of active units. Shelf fees will not apply to T Bands or All-In-One Bands.

**Lost/Damaged/Stolen/Replacements of the Devices shall be as follows:**

- i. T Band - \$375.00
- ii. All-In-One Band - \$325.00
- iii. AlcoTag - \$1,000.00
- iv. AlcoBreath - \$1,000.00
- v. Replaceable Straps - \$25.00
- vi. Charging Blocks - \$20.00
- vii. Charging Cords - \$20.00
- viii. Band Lock Removal Tools - \$100.00

**5. Transition**

Upon termination of this Agreement or applicable Service Order, unless otherwise agreed to by the Parties, all Devices, as well as any Hardware shall remain the property of Talitrix and shall be returned to Talitrix within 90 days following such termination where Customer will be responsible for all shipping charges unless Talitrix materially breaches this Agreement or applicable Service Order and fails to cure within the permitted cure period. Talitrix shall provide no further services following termination except those surviving termination pursuant to the applicable Service Order and the final transfer of the Customer’s Data to a location designated by the Customer in writing.

**6. Customer Responsibilities**

<sup>1</sup> Subject to an annual increase of three percent (3%).

<sup>2</sup> All Customers receive Tier 2 Technical Support.

training and will document the agreed upon plan in writing. The Communication plan can be edited at any time as required by the Customer to meet their specific agency needs.

WITH INTENT TO BE BOUND, Talitrix LLC and Customer, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

Accepted and agreed to by:

**Chippewa County Sheriff's Department**

Signature: \_\_\_\_\_

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

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

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

Accepted and agreed to by:

**Talitrix LLC**

Signature: \_\_\_\_\_

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

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

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



# Chippewa County Sheriff's Office

## TO PROTECT AND SERVE THE PEOPLE

May 27th, 2026

TO: Finance Committee

FROM: Captain Justin Fruchey

RE: Approval Request to Purchase 16' Aluminum trailer with ORV grant funds

The purpose of this communication is to request approval to use County Funds to purchase an 16' Aluminum trailer for the Sheriff's Office. The use of county funds would be fully reimbursed with the ORV grant funds once the unit is received. Approval of this on the State level has already been made and the ORV agreement amendment is attached.

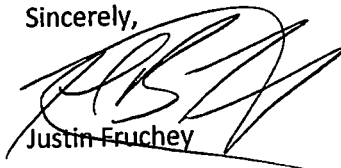
The total upfront cost (again fully reimbursed) to the county is approximately \$7,499.00. The quote is also attached to this communication.

This purchase was not previously planned, I learned of additional funds available through the state ORV Law grant. I sent in a request to purchase equipment and was approved for \$8,505.00. I have reached out to Gaylor Thompson Sales and Service as well as Chippewa Motors for quotes. I received a quote from Gaylor Thompson for a 2026 Wolverine 16' Aluminum Trailer with wood floor and Freight charge for \$7499.00. I did not receive a quote back from Chippewa Motors. I did pull a third quote from DR Trailer Sales Milan Michigan for a 16' Aluminum trailer MSRP is \$7,799.00 this trailer is currently on sale for \$5,999.00.

I am respectfully requesting authorization to move forward and purchase the trailer from Gaylor Thompson and Sales.

Thanking you in advance for your time and consideration.

Sincerely,



Justin Fruchey

Captain

**Michael D. Bitnar, Sheriff**  
**Ryan A. Hering, Undersheriff**  
325 Court St, Suite 101,  
Sault Ste Marie, MI 49783

OFFICE #906-635-6355  
FAX #906-635-6336  
Chippewa County Sheriff APP (free)



Michigan Department of Natural Resources – Parks and Recreation Division

**OFF-ROAD VEHICLE LAW ENFORCEMENT GRANT  
AMENDMENT TO AGREEMENT**

*By authority of Part 821 of Act 451 of 1994, as amended, to receive grant funding.*

**AMENDMENT # 1**

LOCAL TRAIL SPONSOR		AGREEMENT NUMBER
Chippewa County		ORV Law 2026
<p>This amendment to the agreement, entered above, is hereby made between that participating local trail grant sponsor and the Michigan Department of Natural Resources, acting through the State Trails Coordinator. The local trail grant sponsor and the Michigan Department of Natural Resources, in mutual consideration of the promises made herein and in the agreement to which this is an amendment, do amend the above mentioned agreement as follows:</p> <p>Please add \$8,505 to Chippewa's ORV law grant.</p> <p>This is an equipment grant for a trailer.</p>		
<p>In all other respects the agreement to which this is an amendment, shall remain in full force and effect.  <b>IN WITNESS WHEREOF</b>, the parties hereto have executed this amendment as of the date entered below.</p>		
LOCAL TRAIL SPONSOR		
Sponsor Signature 	Date 4/1/2026	
Sponsor Title Captain	Federal ID # 38-6004475	
MICHIGAN DEPARTMENT OF NATURAL RESOURCES		
Signature 	Date 4/10/2026	Title State Trails Coordinator

Please return both signed amendments to:

**PARKS AND RECREATION DIVISION  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
PO BOX 30257  
LANSING MI 48909-7952**

# Gaylor - Thompson Sales & Service



Just off I-75, Exit 373  
9803 W. M-48 Business Spur  
Rudyard, MI 49780  
906-478-3026

## Sales Order

Customer: Chippewa County Sheriff Dept

Phone: \_\_\_\_\_ Date: 4-2-26

1	2026 wolverine 16 FT ALUMINUM TRAILER WITH WOOD FLOOR	6999. <sup>00</sup>
1	Freight charge	500. <sup>00</sup>
		<del>7499.<sup>00</sup></del>
1	ADD ALUMINUM FLOOR FOR \$1400. <sup>00</sup>	

S&B Printing Co., Inc.

# Milan

Phone: +17344391441  
14177 Plank Rd  
Milan, Michigan  
Email: scott@drtrailer.net



## 2026 Wolverine Trailers 16' 7K GVWR ALUMINUM STOCK ID 50615 Car Hauler

Type	Trailer or Truck Bed	Category	Car Hauler
Stock#	50615	VIN	5BXH1C427TJ058496
Location	Milan	Year	2026
Status	Available	Condition	New
Manufacturer	Wolverine Trailers	Model	16' 7K GVWR ALUMINUM STOCK ID 50615
Color	Aluminum	Pull Type	Bumper
Axles	2	Msrp	7799

<https://drtrailer.net/unit/2026-wolverine-trailers-16-7k-gvwr-aluminum-stock-id-50615-car-hauler-856828>

**Price: \$5,999.00**

**MSRP: \$7,799.00**

### Description

HUGE SELECTION OF TRAILERS IN STOCK!  
NATION'S #1 VOLUME DEALER!  
2026 WOLVERINE 16' ALUMINUM CAR HAULER TRAILER

STOCK ID 50615  
WOLVERINE 186 ALUMINUM CAR HAULER TRAILER

•  
7K GVWR

\*\*

FRONT MOUNTED RAMPS

\*\*

SPARE TIRE

•  
D-RINGS

•  
LED Lights

\*\*

PLEASE GIVE US A CALL AT 734-439-1441 FOR DETAILS!  
Ad may contain inaccurate content

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## CHIPPEWA COUNTY BID SUMMARY

### Sheriff Department (1) 2026 4-door, mid-size SUV, AWD

Bid Due Date: Tuesday, June 2, 2026, by 12:00 noon

Bid Opening Date: Tuesday, June 2, 2026, at 3:00 p.m.

Bid Opening Attended By: Justin Fruchey and Kelly Church

The County sought bids for the purchase of one (1) 2026 mid-size SUV, AWD, with minimum behind front seat area of 70 cubic feet, no trade-in.

Firm	Bid Price	Notes
Bob Maxey Ford, Inc. 1833 E. Jefferson Avenue Detroit, MI 48207	\$47,450.00	<ul style="list-style-type: none"> <li>• 2026 Explorer Active 4WD</li> <li>• In stock</li> </ul>
One Nation Distribution, LLC 800 Main Street, PO Box 69 Volant, PA 16156	\$42,989.00	<ul style="list-style-type: none"> <li>• 2026 Jeep Grand Cherokee 4x4 Laredo</li> <li>• 30-day delivery</li> </ul>
O'Connor's Chrysler Dodge Jeep Ram 22513 South M-129 Pickford, MI 49774	\$45,410.00	<ul style="list-style-type: none"> <li>• 2026 Jeep Grand Cherokee 4x4 Laredo</li> <li>• In stock</li> </ul>
Wild Rose Chevrolet 2013 US Hwy 59 Shenandoah, Iowa 51601	\$41,990.00	<ul style="list-style-type: none"> <li>• 2025 Chevrolet Traverse AWD</li> <li>• In stock</li> </ul>

**Notes:**

- Fleet pricing was indicated on the bids.
- Wild Rose – did not meet bid specifications, vehicle requested 2026.
- O'Connor's local vendor's 3% preference exceeds the 3% by \$1,131.33.

From Purchasing Policy 320:

**A. Preference for Local Vendors.** If all bids received are reasonably equivalent other than with respect to cost, bidders whose business is located within Chippewa County shall be given preference as follows:

1. If bids are taken for items or services for a cost between \$250 and \$2,500, the bid of the Chippewa County vendor shall not exceed the lowest bid by more than 5.0%.
2. For bids exceeding \$2,500, the bid of the Chippewa County vendor must not exceed the lowest bid by more than 3.0%.

(Low bid \_\_\_\_\_ x 1.03%= \$ \_\_\_\_\_)

*Chippewa County reserves the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price.*

## **Kelly Church**

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**From:** Justin Fruchey  
**Sent:** Monday, June 1, 2026 2:35 PM  
**To:** Kelly Church  
**Subject:** Search and Rescue training

We are looking to host a search and rescue training August 7th. The Buckeye Emergency Response Training School, LLC will be conducting the training for initial actions. The cost at of the training is currently \$1,441.00 for 10 students. If we have more than 10 it will be \$65.00 per student extra. We are looking to charge \$85.00 to attendees from outside agencies to help offset the cost. I am looking for a budget amendment in 275 for the training.

Captain Justin Fruchey  
325 Court Street  
Suite 101  
Sault Sainte Marie, Mi. 49783  
Office phone -906-635-6355 ext. 397  
Fax - 906-635-6336



## CHIPPEWA COUNTY BID SUMMARY

### County-wide Multi-factor Authentication Second Notice

**Bid Due Date:** Tuesday, June 2, 2026, by 2:00pm

**Bid Opening Date:** June 2, 2026, at 2:01 pm

**Officials Present at Bid Opening:** Brian Bartlett, Anthony Zakic, Cady Bauers, Kelly Church

The County sought bids for the purchase of County-Wide Multi-factor Authentication.

Firm	Bid Price	Notes
Imprivate Inc. 20 City Point 480 Totten Pond Road, 6 <sup>th</sup> Floor Waltham, MA 02451	Main: \$49,172.40 <u>Plus, Option 2 of \$17,794.00</u> 1 <sup>st</sup> year - Total: \$66,966.40 2 <sup>nd</sup> year – Total; \$19,652.40 <u>3<sup>rd</sup> year – Total: \$19,652.40</u>  <b><u>Project total \$106,271.00</u></b>	Meets All Requirements

**Notes:**

- The County was awarded an MFA reimbursement grant from the State of Michigan State and Local Cyber Security Program last September, which the board approval last October.
- The County got two approvals from the Michigan State Police EMHSD for allowability form.
- The Allowable form one was approval for \$49,600.00 This covers the USB reader, Virtual Appliance, License SSO/AM premium Support, License (Main): One sign SSPW management Premium support
  - o The total cost is \$49,172.40
- The Allowable Form two was approval for \$20,300.00 for One time setup labor (Plus, Option 2)
  - o The cost is \$17,794.00 Option 2 on bid sheet
- The County has also locked in the next two-year License fee of \$19,652.40 per year. The county Information Technology staff will apply for a MMRMA RAP grant. (2<sup>nd</sup> and 3<sup>rd</sup> year for licenses & appliances)

# Technology Service Agreement

This Statement of Work "SOW," dated 7/1/2026 to 6/30/2029 ("SOW Effective Date") constitutes the terms of agreement between Chippewa County ("Managed Service Provider") and Kinross Charter Police Department ("Client" or "Agency"). This SOW consists of the terms below, the signature page, and any unique attachments, which are all incorporated into this Agreement by reference and are made part of this Agreement applicable to all involved parties.

## Basic Requirements

1. Managed Police Plan
  - i. Includes:
    1. Labor for support (Firewall, and Next Gen Av)
  - ii. Not included:
    1. Special Project Statement of works
    2. Software License
    3. Next Gen Av yearly support Fee

## Add-ons

- A. Backup Storage
  - a. Including
    - i. License per devices with, hourly/daily/ weekly backup to offsite
    - ii. Data restore
    - iii. Cloud restore
  - b. Not Included
    - i. Email recovery
    - ii. Third- party platforms
- B. Vulnerability scanning and patching
  - a. Including
    - i. Window patch, and third-party software
  - b. Not included
    - i. Any fee requires updates

# Technology Service Agreement

## C. Security Internet

### a. Including

- i. Internet filter by a FIPS 140-3 cert firewall and access on a managed network

### b. Not Included

- i. Point to Point internet connection

## Agency Communication Requirements

Must provide a main point of contact: (Must include the following: Name, email, daytime phone number, after-hours number)

Must provide 24/7 email addresses where notifications of emergencies and planned network outages can be sent to [e911it@chippewacountymi.gov](mailto:e911it@chippewacountymi.gov). (List is required to be updated yearly)

## Details of Managed Police Plan:

## Labor Rate and Time Frame

Work Shall only be performed during Chippewa County Courthouse Business hours of 8am to 5 pm Monday through Friday. (Addendum three)

## Termination of Agreement

Agency must provide Chippewa County Board of Commissioners with letter to terminate Agreement with Technology services agreement. Notification must be provided 60 day notices of requested to terminate. No refunds of early termination will be provided or credited.

# Technology Service Agreement

## Support

Due to the nature of serving first responders from many different fields. The County will provide a support contact that will provide 24/7/365 support at rates and time listed above. Support requests will be assigned as they are received. Each Agency will be provided with contact information on how to submit a support request.

Agencies will be able to request two different types of support

**Normal Support:** work only performed during business hours

**Emergency Support:** (365/24/7) Ticket must have subject line of "Emergency" to insure fast response.

## Support Requirement

- No customizations will take place after normal business hours.
- Failure to use the contact information listed above will result in delayed response to the issues. The County is not responsible for any delays in failure to use the contact information above.
- Support is on the assumption that communication is direct with the Agency's employees.

## Violation of Support Agreement

- If the Information Technology Department or a Third-Party Vender or Support Vender<sup>1</sup> is involved on the Agency's side, the County is not responsible for any distribution of the network and access to software. The County will charge for support.

## After-Hours Support

Depending on the issues, the County reserves the right to delay the response time to the next business day, if the request would create an undue burden to the County if work were performed after hours.

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<sup>1</sup> A Third-Party Vender is anyone outside to the agency call sheet (Organization IT will be considering third Party in this agreement)

# Technology Service Agreement

## Outside Scope of Work

Anything that involves a custom connection to the City will be charged at the County hourly rate. (Please note that County support does not start until the project is completed by both entities).

## Agency Employee Requirements

### New Hires

- Agency must submit a new hire application through the Emergency Service IT support to get an account made to get access to the Network.
- If paperwork is submitted ahead of hire date - the date must be noted as such on the application.
- Agency must provide all required paperwork to Central Dispatch for LEIN access.

### Termination of User

Agency must provide written notice to County within 12 hours of termination of employment with the Agency.

### Investigating User Activity

- All actions on the County Network are logged for a time up to 30 calendar days.
- If Agency needs a copy of employee action = All requested must be submitted to County IT to conduct the investigation.
- The County reserves the right to send a copy of all logs and active reports to the County, State, and Federal reporting agencies with and without notice to agencies.
- The County will report all active reports with LEIN to the State of Michigan to investigate.

### Anti-Virus Annual Fees

Will be based on fee document for that year. (This is a sliding scale, annually calculated, based on the number of total agencies and users across the entire county.) The services will be provided to client at a cost no higher than what the County is to the County. There is no intent to make a profit from this agreement. The County will provide pricing documentation after each annual budget approval meeting.

# **Technology Service Agreement**

## **Fire-Wall Support Fee**

This support fee will begin at the effective date of 2026 and extend for three years, ending on the 3rd year anniversary date, specifically for firewall support. At the end of that 3-year window, the Client and the County will discuss additional options for firewall implementation and support. CJIS requirements change rapidly, and new rules will likely be in place at that time to prompt further discussion and technological needs. The options shall be agreed upon by both parties prior to any purchase of firewall services for the client and be made on a case-by-case basis.

## **Equipment Procurement and Liability**

At request of the agency the county will provide a minimum specification sheet for equipment. The county will help with the procurement process, but agencies retain all equipment and final decisions. The County may, at its discretion, provide general information or administrative assistance to potential respondents during the procurement process. Any such assistance is provided solely for informational purposes and shall not be construed as legal advice, technical direction, an endorsement of any vendor, or a guarantee of award.

# Technology Service Agreement

The Parties hereby assent to the terms of this Agreement. This Agreement consists of all applicable terms and conditions agreed upon herein. It is understood that any amendments to the terms of this Agreement must be undertaken with consent of both Parties. This Agreement is hereby executed as of the date signed.

Date:

Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Jim Martin  
Chippewa County

Kinross Charter Police Department  
Joe Micolò, Police Chief

## Technology Service Agreement

# Addendum One

## Support Agreement

All support requested must be sent to [e911it@chippewacounty.mi.gov](mailto:e911it@chippewacounty.mi.gov). Or call 906-635-7611 during the hours from 8am to 5 pm Monday- Friday. Or call after-hours support at 906-440-1121. A support ticket will be created for all requests.

- No customization will take place after normal business hours.
- Failure to use the contact information listed above will result in delayed response to the issues. The County is not responsible for any delays in failure to use the contact information above.
- If the Information Technology Department or a Third-Party Vender or Support Vender<sup>2</sup> is involved on the Agency's side, the County is not responsible for any distribution of the Network and access to software. The County will charge for support.
- Support is offered on the assumption that communication is direct with the Agencies.

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<sup>2</sup> A Third-Party Vender is anyone outside of the Agency call sheet (Organization IT will be considering third party in this agreement)

## **Technology Service Agreement**

# **Addendum Two**

### **Notification Plan**

This is an agreement to use Form-01 for cyber notifications.

This is an agreement to use Form-02 for general maintenance.

**Technology Service Agreement**

**Addendum Three**

**2026 Chippewa County Holiday Schedule**

**Thursday, January 1, 2026 – New Year’s Day**

**Monday, January 19, 2026 – Martin Luther King Day**

**Monday, February 16, 2026 – President’s Day**

**Monday, May 25, 2026 – Memorial Day**

**Friday, June 19, 2026 - Juneteenth Friday,**

**July 3, 2026 – Independence Day Monday,**

**September 7, 2026 – Labor Day**

**Wednesday, November 11, 2026 – Veterans Day**

**Thursday, November 26, 2026 – Thanksgiving Day**

**Friday, November 27, 2026 – Day after Thanksgiving**

**Thursday, December 24, 2026 – Christmas Eve**

**Friday, December 25, 2026 – Christmas Day**

**Monday, December 28, 2026 – Day after Christmas**

**Thursday, December 31, 2026 – New Year’s Eve**

**Friday, January 1, 2027 – New Year’s Day**

# Technology Service Agreement

## FORM-01

### County Notification Plan

#### Cyber Notification

- The County will provide notification via email of a cyber event to agencies within 5 hours of being aware of the issues.
- The County will call the Agency Point of Contact after the system has been restored.

Agency:

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Confidential- NOT SUBJECT TO FOIA PER MCL, 15.243 (1)(U)

# Technology Service Agreement

## FORM-02

### Notification Requirements - County Side

#### Planned Outages:

- 48-hour notices will be sent to the Agency email list for planning maintenance activities.
- Notification reminders for planned outages will be aired over the radio 10 minutes prior to the planned outage.

#### Emergency Outages:

- The County will provide outage notifications on the radio.
- Email notifications will be sent accordingly if the outage runs longer than 1 hour.

### Agency Communications

#### Planned Outages

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#### Emergency Outages

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Confidential- NOT SUBJECT TO FOIA PER MCL, 15.243 (1)(U)

## **MASTER SERVICES AGREEMENT NO. 19483**

This Master Services Agreement No. 19483 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

### **1. Scope of Service**

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

### **2. Fees**

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) if Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

### **3. Invoicing and Payment**

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") are non-refundable.

#### **4. Term and Termination**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will continue for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

#### **5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

#### **6. Company Personnel**

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

#### **7. Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to

a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

#### **8. Data Privacy**

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

#### **9. Confidential Information**

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

#### **10. Intellectual Property**

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas; concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of

the Services provided hereunder ("Pre-existing Work"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information.

## 11. **Warranty**

### (a) **General Representation and Warranty.**

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

### (b) **Services Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

### (c) **General Warranty.**

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "State Data Protection Laws"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

## 12. **Indemnification and Limitation of Liability**

### (a) **Indemnification.**

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("Claims") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

### (b) **Indemnification Procedure.**

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

### (c) **Limitation of Liability.**

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

TO THE EXTENT ALLOWABLE BY STATE LAW APPLICABLE TO CLIENT:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

### 13. **Insurance**

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

### 14. **Notices**

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company

MCCi, LLC  
3717 Apalachee Parkway  
Suite 201  
Tallahassee, FL 32311  
Attn: Legal Department  
Email: [legal@mccinnovations.com](mailto:legal@mccinnovations.com)

If to Client:

Chippewa County  
319 Court Street  
Sault Ste. Marie, MI 49783  
Attn: Anthony Zakic  
Email: [azakic@chippewacountymi.gov](mailto:azakic@chippewacountymi.gov)

### 15. **Miscellaneous**

#### (a) **EULA (End User License Agreement) Provisions.**

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company.

#### (b) **Use of Open-Source Code.**

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

#### (c) **Client Software Customizations.**

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

#### (d) **Company Software Configuration Services.**

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

#### (e) **Compliance with Laws.**

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

#### (f) **Equal Opportunity.**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals

based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

**(g) Excluded Parties List.**

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**(h) Boycotts.**

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

**(i) E-Verify**

Company uses E-Verify to verify the work authorization of all newly hired employees.

**(j) Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

**(k) Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

**(l) Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

**(m) Modification.**

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**(n) Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**(o) Dispute Resolution.**

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

**(p) Interpretation.**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(q) Publicity.**

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in this Agreement.

**(r) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**(s) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document

format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**(t) Governing Law.**

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

**(u) Survival.**

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Data Privacy), 9 (Confidential Information), 10 (Intellectual Property), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

**(v) Bench Trial.**

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

**(w) No Class Actions.**

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**(x) Limitation Period.**

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**MCCI, LLC**

**CHIPPEWA COUNTY ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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

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

319 COURT STREET  
SAULT STE. MARIE, MI 49783



## **CHIPPEWA COUNTY'S WRITTEN PUBLIC SUMMARY OF FOIA PROCEDURES AND GUIDELINES**

It is the public policy of this state that all persons, except those persons incarcerated in state or local correctional facilities, are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees.

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, as amended, the following is the Written Public Summary of Chippewa County's FOIA Procedures and Guidelines relevant to the general public. This is only a summary of the FOIA Procedures and Guidelines. For more details and information, copies of the FOIA Procedures Guidelines and are available at no charge at any County office and on the County's website at <http://www.chippewacountymi.gov>.

### **1. How do I submit a FOIA request to Chippewa County?**

- A request must sufficiently describe a public record so as to enable the County to find it.
- Please include the words "FOIA" or "FOIA Request" in the request to assist the County in providing a prompt response.
- Requests to the County may be submitted on the County's FOIA Request Form, in any other form of writing (letter, fax, email, etc.).
  - No specific form to submit a written request is required. However, a FOIA Request Form and other FOIA-related forms are available for your use and convenience on the County's website at <http://www.chippewacountymi.gov> and at the County Administration Office, 319 Court Street, Sault Ste. Marie, MI 49783.
- Written requests may be delivered to the County in person or by mail:

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

- Requests may be faxed to: (906) 635-6325. To ensure a prompt response, faxed requests should contain the term "FOIA" or "FOIA Request" on the first/cover page.

- Requests may be emailed to: [kchurch@chippewacountymi.gov](mailto:kchurch@chippewacountymi.gov) To ensure a prompt response, email requests should contain the term "FOIA" or "FOIA Request" in the subject line.

## 2. What kind of response can I expect to my request?

- Within 5 business days of receipt of a FOIA request the County will issue a response. If a request is received by facsimile or e-mail the request is deemed to have been received on the following business day. The County will respond to your request in one of the following ways:
  - Grant the request.
  - Issue a written notice denying the request.
  - Grant the request in part and issue a written notice denying in part the request.
  - Issue a notice indicating that due to the nature of the request the County needs an additional 10 business days to respond.
  - Issue a written notice indicating that the public record requested is available at no charge on the County's website.
- If the request is granted, or granted in part, the County will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
- If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the County will require a deposit before processing the request.

## 3. What are the County's fee deposit requirements?

- If the County has made a good faith calculation that the total fee for processing the request will exceed \$50.00, the County will require that you provide a deposit in the amount of 50% of the total estimated fee. When the County requests the deposit it will provide you a non-binding best efforts estimate of how long it will take to process the request following receipt by the County of your deposit.
- If the County receives a request from a person who has not paid the County for copies of public records made in fulfillment of a previously granted written request, the County will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when all of the following conditions exist:
  - the final fee for the prior written request is not more than 105% of the estimated fee;
  - the public records made available contained the information sought in the prior written request and remain in the County's possession;
  - the public records were made available to the individual, subject to payment, within the time frame estimated by the County to provide the records;
  - 90 days have passed since the County notified the individual in writing that the public records were available for pickup or mailing;
  - the individual is unable to show proof of prior payment to the County; and

- the County has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The County will not require the 100% estimated fee deposit if any of the following apply:
  - the person making the request is able to show proof of prior payment in full to the County;
  - the County is subsequently paid in full for all applicable prior written requests; or
  - 365 days have passed since the person made the request for which full payment was not remitted to the County.

#### **4. How does the County calculate FOIA processing fees?**

The Michigan FOIA statute permits the County to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the County.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the County.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost to mail or send a public record to a requestor.

#### **Labor Costs**

- All labor costs will be estimated and charged in 15-minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly wage of the lowest-paid County employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- Contracted labor costs will be charged at the hourly rate of 6 times the state minimum wage, as adjusted. This rate is currently \$48.90/hour.

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the County. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to the

County's usual FOIA requests, because of the nature of the request in the particular instance. The County must specifically identify the nature of the unreasonably high costs in writing.

### **Copying, Duplication and Mailing Costs**

The County must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

- **Non-paper Physical Media**

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the County has the technological capability necessary to provide the public record in the requested non-paper physical media format.

- **Paper Copies**

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.
- Copies for non-standard sized sheets will reflect the actual cost of reproduction.

- **Mailing Costs**

- The cost to mail public records will use a reasonably economical and justified means.
- The County may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless requested.

## **5. How do I qualify for a waiver or discount on the fee?**

### **Waiver or reduction**

- The cost of the search for and copying of a public record may be waived or reduced if in the sole discretion of the FOIA Coordinator a waiver or reduction of the fee is in the public interest because it can be considered as primarily benefiting the public. The County Board of Commissioners may identify specific records or types of records it deems should be made available for not charge or at a reduced cost.

### **Indigence discount**

- The County will waive the first \$20.00 of fees for a request if you submit an affidavit stating that you are:
  - indigent and receiving specific public assistance; or
  - if not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.
- You are not eligible to receive the \$20.00 waiver if you:
  - have previously received discounted copies of public records from the County twice during the calendar year; or

- are requesting information on behalf of other persons who are offering or providing payment to you to make the request.
- An affidavit is sworn statement. For your convenience, the County has provided an Affidavit of Indigence for the waiver of FOIA fees, which is available on the County's website.

**Nonprofit discount**

- The County will waive the fee for a nonprofit organization which meets all of the following conditions:
  - the organization is designated by the State under federal law to carry out activities under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act;
  - the request is made directly on behalf of the organization or its clients;
  - the request is made for a reason wholly consistent with the provisions of federal law under Section 931 of the Mental Health Code; and
  - the request is accompanied by documentation of the organization's designation by the State

**6. How may I challenge the denial of a public record or an excessive fee?**

**Appeal of a Denial of a Public Record**

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may file an appeal of the denial with the Chippewa County Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons you are seeking a reversal of the denial. The County may create a FOIA Appeal Form, which, if created, will be available on the County's website.

Within 10 business days of receiving the appeal the Chippewa County Board of Commissioners will respond in writing by:

- reversing the disclosure denial;
- upholding the disclosure denial; or
- reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the Board of Commissioners, you may file a civil action in the Chippewa County Circuit Court within 180 days after the County's final determination to deny your request. Should you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1000.00

**Appeal of an Excessive FOIA Processing Fee**

If you believe that the fee charged by the County to process your FOIA request exceeds the amount permitted by state law, you must first submit a written appeal for a

fee reduction to the Chippewa County Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. If the requesting party wishes to meet with a subcommittee of the Board of Commissioners during the review of an appeal regarding an excess processing fee, the requesting party shall indicate so in their written response submitted to the County. The County may create a FOIA Fee Appeal Form, which, if created, will be available on the County's website.

Within 10 business days after receiving the appeal, the Chippewa County Board of Commissioners will respond by:

- waiving the fee;
- reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which Chippewa County Board of Commissioners will respond to the written appeal.

Within 45 days after receiving notice of the Board of Commissioner's determination of the processing fee appeal, you may commence a civil action in Chippewa County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.00.

### **Need more details or information?**

This is only a summary of Chippewa County's FOIA Procedures and Guidelines. For more details and information, copies of the Chippewa County's FOIA Procedures and Guidelines are available at no charge at any County office and on the County's website, [www.chippewacountymi.gov](http://www.chippewacountymi.gov).

County: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Chippewa County  
319 Court Street  
Sault Sainte Marie, MI 49783  
Phone: (906) 635-6330 Fax: (906) 635-6325

Fee Appeal Form

**FOIA Appeal Form—To Appeal an Excess Fee**  
**Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.**

**Request No.:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_ **Check if received via:**  Email  Fax  Other Electronic Method  
**Date of This Notice:** \_\_\_\_\_ **Date delivered to junk/spam folder:** \_\_\_\_\_  
*(Please Print or Type)* **Date discovered in junk/spam folder:** \_\_\_\_\_

Name	Phone
Firm/Organization	Fax
Street	Email
City	State Zip

**Request for:**  Copy  Certified copy  Record inspection  Subscription to record issued on regular basis  
**Delivery Method:**  Will pick up  Will make own copies onsite  Mail to address above  Email to address above  
 Deliver on digital media provided by the county: \_\_\_\_\_

**Record(s) You Requested:** *(Listed here or see attached copy of original request)* \_\_\_\_\_  
\_\_\_\_\_

I would like to be present at the subcommittee appeal process review. \_\_\_ Yes \_\_\_ No

**Reason(s) for Appeal:**

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:  
\_\_\_\_\_  
\_\_\_\_\_

**Requestor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**County Response:**

The county must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

**County Extension:** We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until \_\_\_\_\_  
*(month, day, year)*. Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: \_\_\_\_\_

If you have any questions regarding this extension, contact: \_\_\_\_\_

**County Determination:**  Fee Waived  Fee Reduced  Fee Upheld

Written basis for county determination: \_\_\_\_\_  
\_\_\_\_\_

**Notice of Requestor's Right to Seek Judicial Review**

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15.240a, to appeal a FOIA fee that you believe exceeds the amount permitted under the county's written Procedures and Guidelines to the county board of commissioners or to commence an action in the Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to the county board of commissioners. If a civil action is commenced in court, the county is not obligated to compete processing the request until the court resolves the fee dispute. If the court determines that the county required a fee that exceeded the permitted amount, the court shall reduce the fee to a permissible amount. *(See back of this form for additional information on your rights.)*

**Signature of FOIA Coordinator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*(Created by Michigan Townships Association, April 2015)*

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  
Admin. Assist/Medical Examiner Investigator

Chippewa County  
Board of Commissioners Meeting  
June 9, 2026

	May	
General Fund Claims		\$296,538.91
Other Fund Claims		\$5,001,007.83
Payroll - County		\$1,504,344.98
	Total	\$6,801,891.72
County Total		\$6,801,891.72

**Note:** Below we have three categories of budget change include in this request:

-The first is new funding sources of which we have three new funding sources a new 5,000 in "Cross Jurisdictional Sharing Grant" from the western UP HD this is will be recorded in the dept 801 and no new additional expenditures will be added as it is for activities this fund is already covering, Additional fund from MDHHS for MI Hubs grant of \$51,778 this additional revenue is offset by increase in expenditures within that department, and a new funding source from MDHHS for MIHP operations of 10,000, this is offset by a reduction in the budgeted charges for service in that department.

-The second is for new funding of 2 new grant that we currently do not have a department set up. 1-A new grant from MDHHS "Rural Health Transformation Program" for \$51,232 offset by increase in proposed expenditures. Proposed department number 650. 2-A new grant through MDHHS "LHD Support Share" for \$21,530.00 offset by increases in proposed expenditures. Proposed Department number 647.

**New funding Source in already existing Departments**

Budget changes

GL NUMBER	DESCRIPTION	DR	CR	Notes
221-801-591.000	OTHER AGENCY LOCAL GRANTS		5,000.00	New Funding source in FY 26 "Cross Jurisdictional Sharing Grant" Western UP Health Department
221-610-543.600	STATE GRANT MDHHS		51,778.00	Additional funding received after beginning year with 10k placeholder grant
221-610-705.000	SALARIES	11,210.00		Additional funding received after beginning year with 10k placeholder grant
221-610-715.000	FRINGES	3,907.00		Additional funding received after beginning year with 10k placeholder grant
221-610-727.000	SUPPLIES	3,665.00		Additional funding received after beginning year with 10k placeholder grant
221-610-850.000	TELEPHONE/COMMUNICATIONS	315.00		Additional funding received after beginning year with 10k placeholder grant
221-610-860.000	TRAVEL	3,800.00		Additional funding received after beginning year with 10k placeholder grant
221-610-901.000	ADVERTISING & PUBLISHING	22,000		Additional funding received after beginning year with 10k placeholder grant
221-610-955.002	MISCELLANEOUS HEALTH	3,047.00		Additional funding received after beginning year with 10k placeholder grant
221-610-965.000	COST ALLOCATION	3,834.00		Additional funding received after beginning year with 10k placeholder grant
221-617-543.600	STATE GRANT MDHHS		10,000.00	New SOM funding received in the CY, line item change out of charges for service
221-617-605.002	CCHD CHARGE FOR SERVICE 3RD PARTY	10,000.00		New SOM funding received in the CY, line item change out of charges for service

**New funding Source in Non-existing Departments**

Budget changes

GL NUMBER	DESCRIPTION	DR	CR	Notes
221-650-543.600	STATE GRANT MDHHS		\$ 51,232.00	New Grant received through MDHHS "rural Health Transformation Program"
221-650-705.000	SALARIES	\$ 17,450.00		New Grant received through MDHHS "rural Health Transformation Program"
221-650-715.000	FRINGES	\$ 15,560.00		New Grant received through MDHHS "rural Health Transformation Program"
221-650-727.000	SUPPLIES	\$ 1,925.00		New Grant received through MDHHS "rural Health Transformation Program"
221-650-850.000	TELEPHONE/COMMUNICATIONS	\$ 240.00		New Grant received through MDHHS "rural Health Transformation Program"
221-650-860.000	TRAVEL	\$ 650.00		New Grant received through MDHHS "rural Health Transformation Program"
221-650-920.000	UTILITIES	\$ 375.00		New Grant received through MDHHS "rural Health Transformation Program"
221-650-955.002	MISCELLANEOUS HEALTH	\$ 132.00		New Grant received through MDHHS "rural Health Transformation Program"
221-650-965.000	COST ALLOCATION	\$ 14,900.00		New Grant received through MDHHS "rural Health Transformation Program"
221-647-543.600	OTHER AGENCY LOCAL GRANTS		\$ 21,530.00	New Grant received through MDHHS "LHD Share Support"
221-647-901.000	ADVERTISING & PUBLISHING	\$ 11,026.00		New Grant received through MDHHS "LHD Share Support"
221-647-705.000	SALARIES	\$ 4,000.00		New Grant received through MDHHS "LHD Share Support"
221-647-715.000	FRINGES	\$ 3,120.00		New Grant received through MDHHS "LHD Share Support"
221-647-965.000	COST ALLOCATION	\$ 3,204.00		New Grant received through MDHHS "LHD Share Support"



STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
LANSING

GRETCHEN WHITMER  
GOVERNOR

ELIZABETH HERTEL  
DIRECTOR

May 27, 2026

Ms. Karen Senkus  
Health Officer  
Chippewa County Health Dept.  
508 Ashmun Street, Suite 120  
Sault Ste. Marie, MI 49783

Dear Ms. Senkus,

This correspondence will serve as the official Notice of Award for the grant titled "Local Health Department (LHD) Sharing Support." The grant is funded in the amount of \$21,530.00. The project begins March 1, 2026, and will end September 30, 2026.

Reporting requirements will include the submission of an end-of-year report. In addition, you will be expected to attend a mid-year local sharing meeting. As part of this project, you will also be required to disseminate your findings in collaboration with another local health department.

If you have questions or need assistance, please contact Janine Whitmire at [whitmirej@michigan.gov](mailto:whitmirej@michigan.gov).

Once again, congratulations on your grant award. We are excited about your project and are anticipating great outcomes.

Sincerely,

A handwritten signature in black ink that reads "Laura de la Rambelje".

Laura de la Rambelje  
Director  
Division of Local Health Services  
Public Health Administration  
[delarambeljel@michigan.gov](mailto:delarambeljel@michigan.gov)  
(517) 388-7302

From : MDHHS-EGrAMS-Help@michigan.gov

Sent : May-11-26 11:57:03 AM

To : ksenkus@chippewahd.com

Subject : Michigan Department of Health and Human Services Fiscal Year (FY) 2026 Allocation for Rural Health Partnership Chronic Disease Michigan Hubs - 2026

Message

:

May 11, 2026

Karen Senkus, Project Coordinator  
County of Chippewa  
300 Court Street  
Sault Ste Marie, MI 49783 2182

Dear Karen Senkus:

Your RHCDH-2026 - Rural Health Partnership Chronic Disease Michigan Hubs - 2026 allocation is \$150000.00. This allocation is based on anticipated FY 2026 Appropriations for Michigan Department of Health and Human Services (MDHHS) and is subject to the availability of funds, MDHHS's anticipated Appropriation Act for FY 2026, MDHHS approval, and State Administrative Board approval.

Please complete the application, including the work plan and budget, and submit it through MDHHS EGrAMS within **two weeks**. Once the application is complete, it must be submitted by your agency's Authorized Official. This will facilitate timely processing of your agreement. If you are not able to submit your application within this timeframe, please contact your Program Manager and a Grants Division team member.

The allocation must be budgeted and expended consistent with the requirements contained in your agreement.

If you have questions on how to submit your application, please contact a Grants Division team member at 517-335-3359 or [MDHHS-EGrAMS-HELP@michigan.gov](mailto:MDHHS-EGrAMS-HELP@michigan.gov).

### **Next Steps**

The next steps in the MDHHS EGrAMS system for completing your work plan and budget and submitting your application for MDHHS approval are as follows:

1. The person assigned as the Project Director in your agency will give each user in your agency access to the RHCDH-2026 - Rural Health Partnership Chronic Disease Michigan Hubs - 2026 agreement in MDHHS EGrAMS.
2. Using a web browser, access MDHHS EGrAMS at <http://egramsmi.com/mdhhs>. The recommended web browser for use with MDHHS EGrAMS is Microsoft Edge. For your convenience, you can access training videos, available on-demand, demonstrating how to use the MDHHS EGrAMS system by clicking <https://tinyurl.com/3nnzx83u>.
3. Login to the MDHHS EGrAMS system.
4. Access the application using the drop-down menus "Grantee>Grant Application>Enter Grant Application" and click on "Go."
5. Select the RHCDH-2026 - Rural Health Partnership Chronic Disease Michigan Hubs - 2026 program and click the "Go" button.
6. Select the hyperlink titled County of Chippewa
7. Complete the face sheet, including your agency's contact information. Click the "Save" button before advancing to the next screen(s).
8. When completing the application tabs, it is highly recommended that you use the "Copy" button to initially populate the data and modify the information to reflect the current-year work plan and budget.

9. When the application has been entered, validated, and is error-free, it is ready for submission by the Authorized Official. Use the drop-down menus "Grantee>Grant Application>Grant Application Preview" and click the "Go" button. Select the hyperlink titled County of Chippewa. To submit the application to MDHHS, click on the "Submit" button on the grant application preview screen.

A blank version of the FY 2026 Agreement Boilerplate is available on the MDHHS EGrAMS home page. To access this document, before you login to MDHHS EGrAMS, click Policy and Planning located under the "Current Grants" header. Select the hyperlink for the FY 2026 agreement and click on the "Documents" tab to access the documents.

Grantees can generate the Schedule of Finance Assistance on-demand using MDHHS EGrAMS. Grantees that have worked with MDHHS in the past have previously found this information in the grant agreement. To generate the Schedule of Finance Assistance, access MDHHS EGrAMS at <http://egram-mi.com/mdhhs>. Once logged in, path to Grantee > Grant Application > Schedule of Finance Assistance. Click Generate, enter 2026 in the Fiscal Year field, and click Find. The Schedule can be saved as either an Excel or PDF using the available buttons on the screen. The Schedule will reflect the most up-to-date funding information at the time it is generated, and MDHHS recommends generating revised versions periodically to capture any funding updates.

### **Technical Assistance**

Technical assistance to complete the work plan and budget is available through a Grants Division team member through the MDHHS EGrAMS Help Desk at 517-335-3359 or [MDHHS-EGrAMS-HELP@michigan.gov](mailto:MDHHS-EGrAMS-HELP@michigan.gov).

Thank you for your cooperation and support.

Sincerely,

Laura A. Geist, Grants Division Acting Director  
Bureau of Grants and Purchasing  
Michigan Department of Health and Human Services