



Wexford County

FINANCE AND APPROPRIATIONS COMMITTEE

Michael Musta, Chair

NOTICE OF MEETING

The Finance & Appropriations Committee of the Wexford County Board of Commissioners will hold a meeting on Wednesday, June 24, 2020 beginning at 4:00 p.m. in the Commissioners' Room, third floor, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE JUNE 11, 2020, REGULAR MEETING MINUTES..... 1
- F. PUBLIC COMMENTS
The Committee welcomes all public input.
- G. AGENDA ITEMS
 - 1. Approval of Claims (*A. Nyman, County Clerk*)
 - 2. Year-to-Date Revenue & Expense Reports.....6
 - 3. US District Court Substance Abuse Testing.....8
 - 4. NMCAA Contract Agreement for Project Income (CDBG funding).....15
 - 5. Budget Amendment(s)22
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

COUNTY OF WEXFORD
FINANCE & APPROPRIATIONS COMMITTEE MEETING
REGULAR MEETING MINUTES
June 11, 2020

The meeting was called to order by Chairman Musta at 4:00 p.m. in the Commissioners' Room of the Courthouse.

Members Present: Mike Musta, Brian Potter, and Gary Taylor
Members Absent: Julie Theobald
Also Present: Norma Kijorski, Senior Executive Assistant; Janet Koch, County Administrator;
Alaina Nyman, County Clerk

ADDITIONS OR DELETIONS TO THE AGENDA

Added: G.4. Circuit Court's Request for Office Furniture

APPROVAL OF THE AGENDA

A motion was made by Taylor and supported by Potter to approve the agenda, as amended. A vote was requested. All in favor.

APPROVAL OF THE MINUTES

A motion was made by Taylor and supported by Potter to approve the May 27, 2020 Regular Meeting Minutes. A vote was requested. All in favor.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Potter and supported by Taylor to pay the bills in the amount of \$506,155.62.

Ms. Nyman reported that no claims were added to the report.

A vote was requested. All in favor.

G.2. Resolution 20-18 Supporting the Marine Safety Grant Agreement

A motion was made by Taylor and supported by Potter to forward Resolution 20-18 Supporting Wexford County 2020 Marine Safety Program Grant Agreement to the full board with a recommendation to approve. A vote was called. All in favor.

G.3. Budget Amendment(s)

A motion was made by Potter and supported by Taylor to forward the budget amendment dated 6/17/2020 to the full board with a recommendation to approve. A vote was requested. All in favor.

G.4. Circuit Court's Request for Office Furniture – Attachment 1

A motion was made by Taylor and supported by Potter to forward the \$3,014 quote from Excel Office Furnishings for refurbished furniture in the Circuit Court office utilizing excess funds in Department 131, health insurance, to the full board for approval. A vote was called. All in favor.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Ms. Koch, County Administrator, reported the following:

- MERS rate sheets for the new carveouts should arrive by the end of the week.
- Advanced Correctional Healthcare contract expires at the end of June. They provide health services to the inmates. The information will be in the next board meeting packet.
- House Bills 5761 and 5810 regarding an extension for property tax late charges might impact the County if enough people request a deferment. This could result in cash flow issues for the County.
- State/Federal COVID-19 expense for hazard pay would be reimbursed only if the County had a policy in place prior to the pandemic. Also the sneeze guards are not eligible for reimbursement.
- There is new legislation at the Federal level, the SMART Act, which could provide direct assistance to the states and local units.
- Audit is still on track for completion by the end of the month.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion to adjourn was made by Taylor and supported by Potter at 4:08 p.m. A vote was called. All in favor.

Michael Musta, Chairman

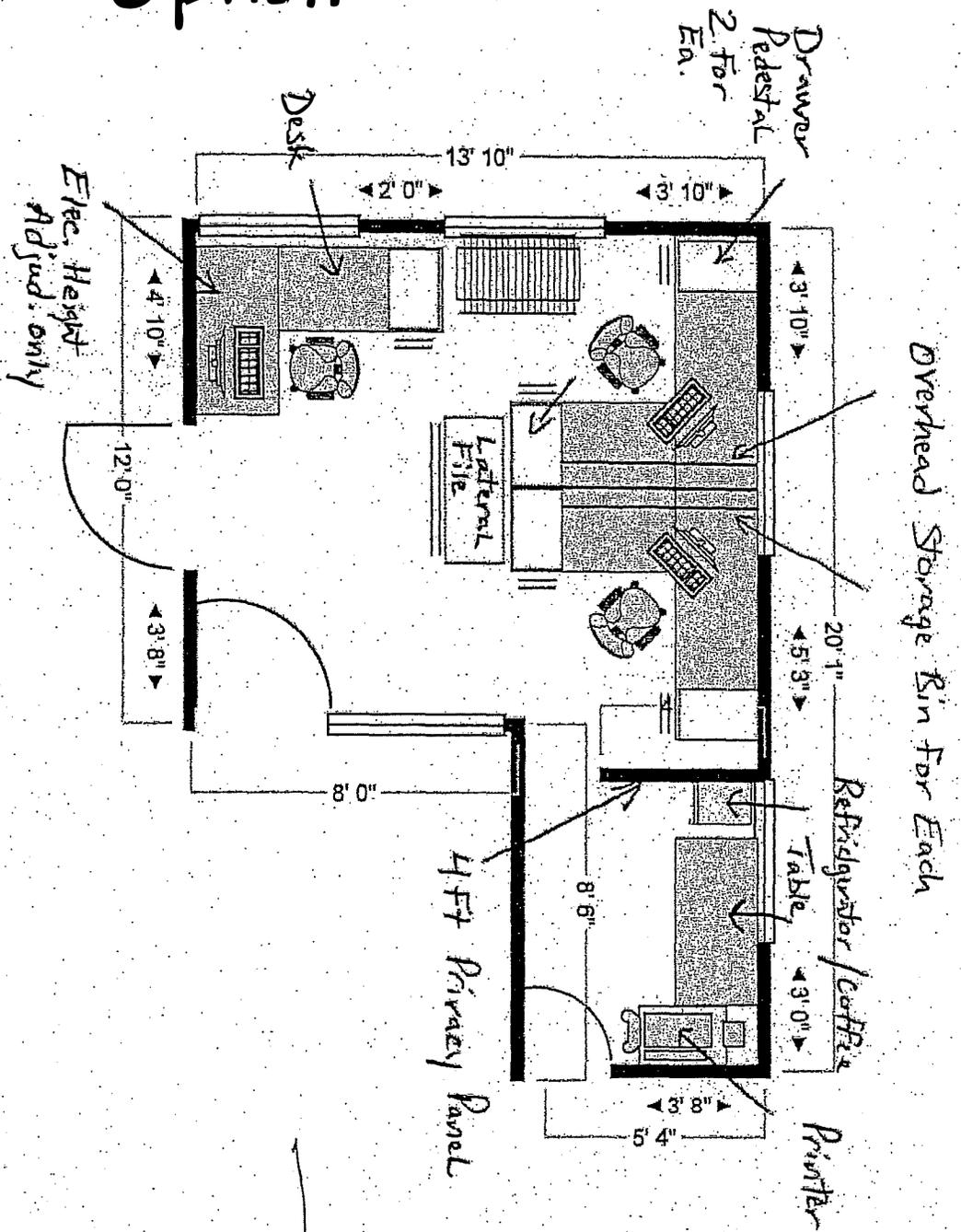
Norma Kijorski, Recording Secretary

MEMO TO: JANET KOCH, WEXFORD COUNTY ADMINISTRATOR
FROM: HON. WILLIAM M. FAGERMAN, Circuit Judge
RE: PICK FUND REQUEST FOR OFFICE FURNITURE - \$3,014.00
DATE: June 10, 2020

As a result of the reorganization of the administrative duties of the Circuit Court administrative staff following Mrs. Kelly's retirement, it is necessary to request modified furnishings. Mrs. Kelly's retirement prompted the Court to reorganize the duties of the administrative staff and to reassign and equalize some of the duties. As a result, it will be necessary to place an additional person in the administrative area of the Circuit Court. The space is very limited and will require an arrangement that will accommodate appropriate furnishings and equipment to facilitate that placement. It is essential that all three administrative staff be in the same area in order to provide cross-training appropriate service to the public. I have attached a lay-out for furnishings and an estimate for what appears to be the most efficient application. I will be happy to provide additional information and appear at any meetings if necessary.

WMF/nc

Option #2



Excel Office Furnishings, LLC
 1110 E. Hammond Rd.
 Suite 1
 Traverse City, MI 49686
 (231) 932-4000
 www.excelofficefurnishings.com
 excelofficefurnishings@gmail.com



Cadillac 28th Circuit Court
 437 E. Division Street
 Cadillac, MI 49601
 231-779-9490 Ext#2 Flora

QUOTE

Quote # 0000220

Quote Date 06/08/2020

Item	Description	Unit Price	Quantity	Amount
Product	Used Steelcase Context Units- 6' x 6' - Each Desk Includes	895.00	2.00	1,790.00
Product	6' Overhead Storage Bin - Desk Mounted	0.00	1.00	0.00
Product	Box/Box/File Drawer Pedestal	0.00	1.00	0.00
Product	File/File Drawer Pedestal	0.00	1.00	0.00
Product	6' Tackable Privacy Screen - Desk Mounted	0.00	1.00	0.00
Product	Advanced Task Light - Attaches underneath Storage Bin	0.00	1.00	0.00
Product	Used Steelcase Context Extended Corner Unit - 4'x 6' Desk Includes :	695.00	1.00	695.00
Product	4' Overhead Storage Bin - Desk Mounted	0.00	1.00	0.00
Product	Box/Box/File Drawer Pedestal	0.00	1.00	0.00
Product	4' tackable Privacy Screen - Desk Mounted	0.00	1.00	0.00
Product	Advanced Task Light - Attaches underneath Storage Bin	0.00	1.00	0.00
Product	L-Shaped Partition Privacy Wall - 6' x 65"H@\$35.00Ft	210.00	1.00	210.00
Product	Used Refurbished Steelcase Criterion Task Chair	219.00	1.00	219.00
Service	Delivery/Setup	100.00	1.00	100.00
Subtotal				3,014.00
Total				3,014.00
Amount Paid				0.00
Quote				\$3,014.00

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 05/31/2020

% Fiscal Year Completed: 41.53

GL NUMBER	DESCRIPTION	2020	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	05/31/2020 NORMAL (ABNORMAL)	MONTH 05/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
UNCLASSIFIED	Unclassified	13,981,697.00	2,352,479.33	634,009.28	11,629,217.67	16.83
TOTAL REVENUES		13,981,697.00	2,352,479.33	634,009.28	11,629,217.67	16.83
Expenditures						
101	COMMISSIONERS	67,537.00	21,868.38	5,691.43	45,668.62	32.38
131	CIRCUIT COURT	338,599.00	132,605.05	33,642.56	205,993.95	39.16
136	DISTRICT COURT	652,175.00	263,145.30	62,231.79	389,029.70	40.35
141	FRIEND OF THE COURT	888,449.00	326,179.23	68,708.87	562,269.77	36.71
147	JURY COMMISSION	3,550.00	45.46	0.00	3,504.54	1.28
148	PROBATE COURT	637,235.00	253,076.63	66,338.54	384,158.37	39.71
151	PROBATION AND PAROLE	2,730.00	493.19	0.00	2,236.81	18.07
166	CIRCUIT COURT FAMILY COUNS.	75,319.00	30,719.82	7,745.79	44,599.18	40.79
168	PUBLIC DEFENDER	246,340.00	76,524.75	15,277.18	169,815.25	31.06
172	COUNTY ADMINISTRATION	202,912.00	78,532.43	22,068.08	124,379.57	38.70
191	ELECTIONS	53,800.00	31,071.45	438.40	22,728.55	57.75
215	COUNTY CLERK	295,782.00	114,221.42	29,746.46	181,560.58	38.62
225	EQUALIZATION	438,590.00	172,867.79	44,406.05	265,722.21	39.41
229	PROSECUTING ATTORNEY	485,173.00	196,499.77	51,529.84	288,673.23	40.50
230	PROS ATTNY CO-OP REIMB	50,940.00	19,785.11	4,890.40	31,154.89	38.84
236	REGISTER OF DEEDS	261,541.00	106,034.84	24,793.87	155,506.16	40.54
245	STATE SURVEY & REMONUMENTATION	42,737.00	0.00	0.00	42,737.00	0.00
253	COUNTY TREASURER	335,451.00	133,483.39	30,560.90	201,967.61	39.79
265	BUILDING AND GROUNDS	414,972.00	118,250.41	25,642.25	296,721.59	28.50
266	HUMAN SERVICES BLDG	45,600.00	28,839.64	7,477.40	16,760.36	63.24
268	DISTRICT HEALTH DEPARTMENT	38,200.00	24,164.35	6,164.42	14,035.65	63.26
270	JAIL - BLDG/GRDS	164,000.00	68,616.30	19,425.48	95,383.70	41.84
271	JAIL - BLDG/GRDS CARMEL ST	2,935.00	1,334.04	1,273.98	1,600.96	45.45
272	MAINT/STORAGE - BLDG/GRDS	5,150.00	1,867.84	849.21	3,282.16	36.27
275	DRAIN COMMISSION	40,105.00	8,113.00	2,281.42	31,992.00	20.23
282	DEPT OF AGRICULTURE	144,000.00	0.00	0.00	144,000.00	0.00
290	GEN SERVICES ADMINISTRATION	696,600.00	407,053.16	32,251.34	289,546.84	58.43
301	SHERIFF	2,439,085.00	873,398.06	225,458.90	1,565,686.94	35.81
302	SHERIFF COURT SECURITY	30,000.00	4,673.68	0.00	25,326.32	15.58
315	SECONDARY ROAD PATROL	101,672.00	27,591.15	8,122.15	74,080.85	27.14
331	MARINE	24,848.00	0.00	0.00	24,848.00	0.00
333	FEDERAL FOREST	4,500.00	0.00	0.00	4,500.00	0.00
334	SNOWMOBILE	25,250.00	11,694.47	0.00	13,555.53	46.31
335	ORV GRANT	25,396.00	9,024.84	6,222.21	16,371.16	35.54
351	JAIL	2,733,414.00	939,122.82	262,969.54	1,794,291.18	34.36
426	EMERGENCY MANAGEMENT	74,708.00	36,868.87	13,868.99	37,839.13	49.35
526	SANITARY LANDFILL	76,650.00	8,628.65	1,840.50	68,021.35	11.26
605	CONTAGIOUS DISEASES	600.00	131.35	131.35	468.65	21.89
648	MEDICAL EXAMINER	95,400.00	25,405.52	1,485.83	69,994.48	26.63
681	VETERANS BURIAL	10,000.00	5,100.00	0.00	4,900.00	51.00
861	FRINGE BENEFITS	0.00	1,731.33	(11,276.04)	(1,731.33)	100.00
890	CONTINGENCIES	50,000.00	0.00	0.00	50,000.00	0.00
965	TRANSFERS	1,091,398.00	336,804.65	14,649.57	754,593.35	30.86
966	APPROPRIATIONS	568,354.00	238,879.02	12,732.82	329,474.98	42.03
TOTAL EXPENDITURES		13,981,697.00	5,134,447.16	1,099,641.48	8,847,249.84	36.72

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 05/31/2020

% Fiscal Year Completed: 41.53

GL NUMBER	DESCRIPTION	2020	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	05/31/2020 NORMAL (ABNORMAL)	MONTH 05/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 225 - ANIMAL CONTROL						
Fund 225 - ANIMAL CONTROL:						
	TOTAL REVENUES	219,002.00	197,929.04	12,276.35	21,072.96	90.38
	TOTAL EXPENDITURES	218,961.00	73,062.64	12,929.57	145,898.36	33.37
NET OF REVENUES & EXPENDITURES						
Fund 243 - COURT SECURITY FUND						
Fund 243 - COURT SECURITY FUND:						
	TOTAL REVENUES	123,485.00	35,792.24	6,673.41	87,692.76	28.99
	TOTAL EXPENDITURES	123,485.00	39,174.95	7,692.75	84,310.05	31.72
NET OF REVENUES & EXPENDITURES						
Fund 249 - BUILDING INSPECTIONS DEPT.						
Fund 249 - BUILDING INSPECTIONS DEPT.:						
	TOTAL REVENUES	199,625.00	30,637.50	11,327.08	168,987.50	15.35
	TOTAL EXPENDITURES	222,892.00	89,584.86	20,449.72	133,307.14	40.19
NET OF REVENUES & EXPENDITURES						
Fund 259 - INDIGENT DEFENSE FUND						
Fund 259 - INDIGENT DEFENSE FUND:						
	TOTAL REVENUES	981,484.00	284,084.25	210,565.52	697,399.75	28.94
	TOTAL EXPENDITURES	981,484.00	341,355.95	72,236.31	640,128.05	34.78
NET OF REVENUES & EXPENDITURES						
Fund 260 - COMMUNITY ALTERNATIVE PROG.						
Fund 260 - COMMUNITY ALTERNATIVE PROG.:						
	TOTAL REVENUES	338,185.00	96,514.24	16,821.00	241,670.76	28.54
	TOTAL EXPENDITURES	338,184.00	137,253.45	34,637.32	200,930.55	40.59
NET OF REVENUES & EXPENDITURES						
Fund 261 - 911-WIRELESS						
Fund 261 - 911-WIRELESS:						
	TOTAL REVENUES	920,000.00	237,980.84	160,296.78	682,019.16	25.87
	TOTAL EXPENDITURES	919,358.00	396,587.87	70,892.64	522,770.13	43.14
NET OF REVENUES & EXPENDITURES						
Fund 292 - CHILD CARE FUND						
Fund 292 - CHILD CARE FUND:						
	TOTAL REVENUES	527,600.00	12,291.28	4,621.83	515,308.72	2.33
	TOTAL EXPENDITURES	357,000.00	103,677.39	56,893.42	253,322.61	29.04
NET OF REVENUES & EXPENDITURES						

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: June 24, 2020
SUBJECT: Substance Abuse Testing Services – US District Court

SUMMARY OF ITEM TO BE PRESENTED:

Ms. Mistine Stark, Community Corrections Coordinator, is requesting consideration for the attached Solicitation/Offer/Acceptance of a Non-competitive Purchase Order for substance abuse testing. The purchase order is for 12 months, beginning October 1, 2020.

The agreement is attached for consideration.

RECOMMENDATION:

Administration recommends the Finance Committee forward to the full board for approval the Non-competitive Purchase Order for substance abuse testing.

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
PROBATION AND PRETRIAL SERVICES OFFICE**

252 Federal Building
315 W. Allegan St.
Lansing, MI 48933
TX: (517) 377-1825
Fax: (517) 377-1682

REBECCA A. HOWELL
CHIEF U.S. PROBATION OFFICER

101 Federal Building
110 Michigan Ave., NW
Grand Rapids, MI 49503
TX: (616) 456-2384
Fax: (616) 456-2223



B-10 Federal Building
410 W. Michigan Ave.
Kalamazoo, MI 49007
TX: (269) 381-5341
Fax: (269) 381-1207

REPLY TO: Grand Rapids

100 N. Front St., Ste. 202
PO Box 906
Marquette, MI 49855
TX: (906) 228-7432
Fax: (906) 228-5514

Re: Non-Competitive Purchase Order
0646-21-TS20
Substance Abuse Testing Services

Dear Program Administrator:

The United States Probation/Pretrial Services Office for the Western District of Michigan is soliciting a Non-Competitive Purchase Order to provide substance abuse testing services for male and female federal defendants and/or offenders in your service area which includes Wexford County.

These individuals include persons on probation, supervised release, parole, and pretrial release status who are under the supervision of the United States Probation and Pretrial Services office.

Enclosed is a Solicitation/Offer/Acceptance. The solicitation contains the full text of all applicable Government regulations, and all offerors are subject to the provisions contained within. The term for this Non-Competitive Purchase Order is twelve (12) months, beginning October 1, 2020. Please list prices for the services your agency will provide, and also the location(s) where the services will be provided. If there are services the agency will not be providing, please put "Not applicable" in that space.

Please read the solicitation carefully. Do not rely on knowledge of previous solicitations, or knowledge of previous federal procurement procedures.

The document must have an original signature on the Solicitation/Offer/Acceptance Section A. A copy of the complete Non-Competitive Purchase Order, Clauses and Terms of Agreement, should be retained by your agency for your files. Please do not submit proposals in binders or notebooks. For all proposals, one (1) original copy of Sections A, B and E-4 & 5 must be received

by **Monday, July 13, 2020, at 3:00 p.m.** at the United States Probation/Pretrial Services Office, 110 Michigan N.W., Room 101, Grand Rapids, Michigan 49503.

If you have any questions regarding this Non-Competitive Purchase Order, please call me at 616-295-1797.

Sincerely,

/s/ Rosalynda Alvarado-Hillary
Rosalynda Alvarado-Hillary
U.S. Probation Officer Specialist

SECTION A	SOLICITATION / OFFER / ACCEPTANCE		
1. Solicitation No. 0646-21-TS20	2. Date Issued 06/10/2020	3. Award No.	
4. Issued By: Rosalyn Alvarado-Hillary 101 Federal Building 110 Michigan Street NW Grand Rapids, MI 49503		5. Address Offer To (if other than Item 4):	

SOLICITATION

6. Offers in original and 0 copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

**101 Federal Building
110 Michigan Street NW
Grand Rapids, MI 49503**

until 03:00 PM local time 07/13/2020
(hour) (date)

7. For Information call:	
a. Name Rosalyn Alvarado-Hillary	b. Telephone (616) 295-1797

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OFFER

8. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
10. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR COMMUNITY CORRECTIONS 437 E. DIVISION ST CADILLAC, MI 49601		16. <input type="checkbox"/> AWARD Your offer on Solicitation Number 0646-21-TS20 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.	
12. Telephone No. (Include area code) 231-779-9472		17A. NAME OF CONTRACTING OFFICER	
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> GARY TAYLOR-BOC CHAIR		17B. UNITED STATES OF AMERICA	
14. Signature		17C. DATE SIGNED	
15. Offer Date		BY _____ <i>(Signature Of Contracting Officer)</i>	

URINE COLLECTION:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1010	Urine Collection/Testing & Reporting	2021 <input type="text" value="2"/>	<input type="text" value="20.00"/>
			Unit: Price: per specimen	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1504	Breathalyzer	2021 <input type="text" value="2"/>	<input type="text" value=""/>
			Unit: per administration	#5 - PBT #20 - ETG

Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.

E.5 Government Furnished Property - (JAN 2003)

No material, labor, or facilities will be furnished by the Government unless otherwise provided for in this solicitation.

The Chief Probation Officer or Chief Pretrial Services Officer may furnish Government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called non-instrumented drug tests to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

E.6 Provision 3-5, Taxpayer Identification and Other Offeror Information - (APR 2011)

(a) Definitions.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of [31 U.S.C. §§ 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. §§ 6041, 6041A](#), and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government ([31 U.S.C. § 7701\(c\)\(3\)](#)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN): 38-6007337

TIN has been applied for.

TIN is not required, because:

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

sole proprietorship;

partnership;

- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per [26 CFR 1.6049-4](#);
- other

(f) Contractor representations.

The offeror represents as part of its offer that it is , is not 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- Women Owned Business
- Minority Owned Business (if selected then one sub-type is required)
- Black American Owned
- Hispanic American Owned
- Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- Individual/concern, other than one of the preceding.

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: June 24, 2020
SUBJECT: NMCAA Project Administration Agreement – Contract For Services

SUMMARY OF ITEM TO BE PRESENTED:

The current Contract for Services between NMCAA and the County for the administration of recaptured CDBG funds ends on June 30, 2020. A new agreement is needed for any recaptured Program Income (PI) funds designated for Homeowner Rehabilitation from previous Community Development Block Grant programs.

The revised agreement increases the project threshold from \$7,000 to \$10,000; everything else in the annual agreement remains the same.

RECOMMENDATION:

Administration suggests the Finance Committee forward a recommendation to the full board.

Contract for Services

This Project Administration Agreement is made this **first** day of **July**, 2020 for the period of July 1, 2020 through June 30, 2021 between Northwest Michigan Community Action Agency, Inc. (NMCAA), a private non-profit organization located at 3963 Three Mile Road, Traverse City, MI 49686 and Wexford County (COUNTY), a Michigan municipal corporation, whose address is Wexford County Courthouse, 437 E. Division Street, Cadillac, Michigan 49601. This Agreement shall become effective on July 1, 2020 and shall continue in force through June 30, 2021 or until completion of the Project whichever occurs first (the CONTRACT TERM). This Agreement will automatically renew annually in accordance with the MEDC Program Income Year of July 1 to June 30, unless otherwise terminated by either party, or as long as Program Income funds are available to be spent.

I. Purpose

The purpose of this Agreement is to specify terms, conditions, compensation, and essential duties as an Administrator for the Homeowner Rehabilitation (HO) program in Wexford County. COUNTY has recaptured Program Income (PI) funds designated for Homeowner Rehabilitation from previous Community Development Block Grant (CDBG) programs and wishes to engage NMCAA to administer funds on projects as they are presented. NMCAA plans to assist COUNTY in utilizing this PI and may leverage other funds to renovate homes owned by income qualified homeowners within Wexford County.

The scope of work provided by NMCAA will include consultation and project management of PI funds to perform Emergency Repair.

II. Recitals

WHEREAS, Wexford County has decided to invest its CDBG Program Income dollars, accumulated to date and to be received in the future, in order to provide homeowner repairs to COUNTY residents in need of assistance, and in accordance with such terms and conditions that govern the use of CDBG Program Income funds pursuant to HUD and MEDC policies and procedures.

WHEREAS, COUNTY has determined that it is in the best interest of the County and its citizens to have the PI administered during the CONTRACT TERM by a third party familiar with County-wide housing needs along with state and federal rules associated with the use of these recaptured funds.

WHEREAS, NMCAA is a Michigan non-profit corporation which desires to administer the Program.

WHEREAS, NMCAA is familiar with County-wide housing needs and is knowledgeable about the rules governing CDBG PI receipts and expenditures.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY MUTUALLY AGREED, as follows:

III. Scope of Services provided by NMCAA

NMCAA shall complete or facilitate completion of the following essential duties as they relate to the utilization of recaptured CDBG funds (PI):

- a) Review COUNTY CDBG Program Guidelines to ensure that they are consistent with HUD and MEDC requirements. Provide suggested modifications to consider. Program Guidelines will serve as a reference guide for current and future staff, clients and funding sources.
- b) Meet with agents of COUNTY via phone conference or email on an as needed basis to discuss current status of eligible applicants; review proposed projects and receive approval to commit funds; and/or review status of renovation projects in progress.
- c) Provide assistance with marketing of PI funds on an as needed basis.
- d) Receive phone inquiries and prescreen applicants for potential eligibility using PI funds. Provide appropriate referrals for those not eligible to be assisted with PI.
- e) Assist COUNTY staff by processing applications including eligibility determination, income verification, environmental review, closeout process, client file organization, and compliance tracking.
- f) Provide or facilitate HQS/UPCS inspections, renovation specification, and cost estimating.
- g) Prepare bidding documents, solicit bids or assist clients with obtaining bids and review those received on individual projects.
- h) Screen and verify contractor eligibility to participate in the Program.
- i) Prepare and submit individual projects with bids \$10,000 or greater to COUNTY staff for approval, via project summaries or phone conferencing. Projects under \$10,000 will not require COUNTY staff approval in advance and NMCAA may proceed immediately if funds are available.
- j) Facilitate contractor walk-throughs as necessary, draw inspections and other Project Management duties as identified by COUNTY staff.
- k) Prepare Homeowner / Contractor Contract and all other pertinent project related documentation, including loan documents when funding is provided as a lien on the property.
- l) Prepare and submit invoicing to COUNTY for project hard costs and NMCAA administrative fees. Provide back-up documentation to accompany invoice.
- m) Prepare and submit check requests to NMCAA's Business Office in order to pay contractors for services rendered on individual projects.
- n) Prepare change orders occurring as a result of cost over-runs. These are to be signed by contractor, homeowner and NMCAA staff.
- o) Prepare and submit in writing to COUNTY, a quarterly summary report identifying progress on those projects that NMCAA has acted on during the period since the last report was submitted.
- p) Provide support with reporting to MEDC as is required for utilization of PI funds.

- q) Collect MEDC required documentation and data including, household characteristics, project data, local building permits, etc. Organize documentation in project file and/or submit data to MEDC as requested.
- r) Facilitate communication with MEDC Community Development Specialist(s) as needed.
- s) Complete quarterly and annual PI reports for COUNTY to submit to MEDC as required.
- t) Maintain records, including financial records, of the performance of such duties. Any and all accounting procedures and internal financial controls shall conform to generally accepted and required accounting practices for governmental entities and conform to any rules or regulations by the State or Federal government. Records as pertaining to the Project shall be available for review by such persons as the Board of Commissioners may designate.
- u) In performing the services and activities required under this Agreement and in fulfilling the terms, conditions, obligations, covenants, agreements, and stipulations of this Agreement, NMCAA shall comply with all applicable Federal, State and local laws.
- v) NMCAA agrees to adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination as is outlined in the Wexford County Fair Housing Resolution adopted on January 2, 2020. A breach of this covenant shall be regarded as a material breach of this Agreement.
- w) NMCAA shall not permit any person in their employ who has any conflicting interest to perform any of the services and activities set forth in Section III or be responsible for fulfilling any of the other terms, conditions and obligations of this Agreement

NMCAA will be available to COUNTY agents, property owners, and MEDC staff by telephone, email or in person by special request, throughout the duration of the contract as necessary to carry out the work described in the Scope of Services.

IV. County Responsibilities

COUNTY shall complete or facilitate completion of the following essential duties as they relate to the utilization of recaptured CDBG funds (PI):

- a) Implement Program Guidelines so that funds can be distributed fairly and proficiently using MEDC PI Policies and Procedures and by HUD CDBG Program rules found at 24 CFR 570.489 (e)
- b) Assign and train specific COUNTY staff to handle management duties of the PI receivables, expenditures and reporting. Provide clarification to NMCAA of who will be assigned these duties and responsibilities.
- c) Provide to NMCAA a financial accounting record of PI received and expended for each month and also a record by Program Year 7/1 to 6/30 in order to track receivables per HUD requirement. This is to be provided by the 10th day of the following month ending.
- d) Formalize an effective procedure that will be used to provide oversight and approval of PI expenditures and also matters related to existing COUNTY liens.
- e) Provide written project approval to NMCAA within 10 days of submittal to COUNTY. Accommodations should be made for emergency projects involving health and safety concerns and an effort made to expedite approvals.

V. Compensation

For services rendered under this Contract, COUNTY will pay NMCAA the following:

- a) Actual hard costs related to project expenses, labor and materials based on contractor charges or services, even if a project contract is not signed and/or the application is denied or withdrawn, for example environmental hazard testing, engineering fees, drawings, permits, etc.
- b) 18% Administration Fees drawn on all Program Income hard cost expenditures. Note that Administration fees are not charged on leveraged funding.
- c) NMCAA will require a fee for any additional assigned tasks outside the above Scope of Services. NMCAA staff time will be tracked, itemized and billed to COUNTY at \$50.00 per hour. Any actual cost out-lays for document recording, postage/delivery; advertising or legal fees will be reimbursed at face value. Such tasks and expenses pertaining to matters with previous CDBG client loans shall include the following but are not limited to:
 - o Subordination of Mortgage
 - o Pay-off and Discharge of Mortgage
 - o Lien Assumption
 - o Mortgage payment structure revisions
 - o Mortgage or Tax Foreclosure
 - o Lapse of Insurance Coverage
- d) NMCAA will invoice COUNTY as expended for project specific hard costs and Administrative Fees. NMCAA will invoice COUNTY monthly for additional assigned tasks and cost out-lays. Payments will be due and payable within 15 days of the Invoice date.
- e) The COUNTY makes no implied or explicit guarantee, offer or representation of future funding from the COUNTY beyond that authorized in this Agreement and/or termination of the Agreement.

VI. Officers and Employees

It is mutually agreed that all officers and employees of NMCAA are recognized as officers and employees of NMCAA, and not the COUNTY. It is understood and agreed by the parties that the COUNTY shall have no obligation to compensate, in any manner, officers or employees of NMCAA or to otherwise provide benefits to the same. Instead, any salaries, wages, expenses or benefits of NMCAA's officers and employees shall remain the sole obligation of NMCAA.

Both the COUNTY and NMCAA shall carry Workers Disability Compensation coverage for their employees, as required by law, and shall require any contractors or sub-contractors working on the Project to do the same.

VII. Insurance

NMCAA carries comprehensive General Liability Insurance on an occurrence basis which shall insure NMCAA, such insurance at all times to be in an amount of not less than one Million Dollars (\$1,000,000) for bodily injury per occurrence, and Two Hundred fifty Thousand Dollars (\$250,000) for property damage per occurrence.

VIII. Indemnification

NMCAA agrees to hold and save the COUNTY, its officers, employees and agents free and harmless from any and all claims, demands, liabilities, loss, costs or expenses in connection with the performance by NMCAA of its obligations hereunder including, without limitation, all injuries to persons or property when NMCAA is carrying out or attempting to carry out its obligations hereunder or acting under the direction, expressed or implied, of the COUNTY, or by reason of NMCAA's failure or refusal to comply or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority.

COUNTY agrees, to the fullest extent permitted by law, to indemnify and hold harmless NMCAA, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by COUNTY's negligent acts in connection with the Project and the acts of its consultants, sub-consultants or anyone for whom COUNTY is legally liable.

NMCAA agrees to hold and save the COUNTY, its officers, employees and agents free and harmless from any and all claims, demands, liabilities, loss, costs or expenses arising out of an assertion by NMCAA's agents or employees that they are agents or employees of COUNTY.

Neither NMCAA nor County shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Nothing herein shall be construed as a waiver of any governmental immunity by the COUNTY or its employees as provided by statute or court decisions.

IX. Financial Administration

COUNTY shall receive, hold and maintain all Program Income funds to the extent, and in the manner, permitted by law. All PI funds shall be deposited by the COUNTY Clerk and in the Huntington Bank and shall remain under control of the COUNTY except as expressly provided for in this Agreement.

NMCAA will prepare vouchers for payments of PI expenditures. All vouchers will be subject to NMCAA supervisory recommendation for payment to the COUNTY Board before payment is prepared and will be maintained in NMCAA files for audit and review purposes.

NMCAA shall maintain and retain all financial records in accordance with the terms, conditions and requirements of MEDC and applicable law.

The parties acknowledge and agree that the COUNTY shall not be required to expend any of its funds, except for the PI funds identified herein, as a result of any provision contained in the Contract.

X. Miscellaneous Provisions

All Notices permitted or required hereunder shall be in writing and either mailed or personally delivered to the address above stated. If by mail, notice shall be deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested and addressed to the party to whom notice is directed. If by personal delivery, notice shall be personally delivered to the party to whom notice is directed.

The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

No term, condition, covenant or provision contained in the Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct or course of dealing shall be deemed a waiver. No waiver by any party hereto of any violation or breach of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach, or as a continuing waiver of any violation or breach.

This Agreement shall be interpreted, construed and governed according to the laws of the United States of America and the State of Michigan.

The headings to the various sections contained in this Agreement are for convenience only and shall to no extent affect the meaning, scope or interpretation hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument.

This constitutes the entire Agreement between the parties with respect to the subject matter hereof and any prior discussions or negotiations.

This Agreement may not be assigned, in whole or in part.

XI. Amendments

This Agreement may be amended only by mutual consent in writing signed by both parties.

In WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on this **1st** day of **July, 2020** by:

Gary Taylor, Chairman
Board of Commissioners
Wexford County

Kerry Baughman, Executive Director
NMCAA

7/1/2020

G.5.

**Wexford County Board of Commissioners
Amendments to the 2020 Budget**

Adj #	Acct	Acct Description	Revenue	Expense a.
20200701	295.682.539.00	State Grant	\$25,000	
	295.682.930.05	Veteran Expo		(\$10,000)
	295.682.800.00	Contracted Services		\$10,000
	295.682.930.03	CVSF-ER		1,000
	295.682.727.00	Office Supplies		9,000
	295.682.930.06	New Freedom		15,000
	Additional funding received for the State Grant			