



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, July 1, 2020 beginning at 4:00 p.m. in the Commissioners’ Room of the Historic Courthouse in Cadillac, MI, 49601.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS / DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION *(HR/PS 6/23/2020)*..... 1
 - 1. 15-year Service Award – David Batten, Corrections
 - 2. 20-year Service Award – Melissa Bismack, Community Corrections
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENTS

The Board welcomes all public input.
- I. CONSENT AGENDA

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected.

If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.

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- J. AGENDA ITEMS
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 - 2. NMCAA Contract Agreement for Project Income *(Finance 6/24/2020)*..... 13
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- L. CORRESPONDENCE
- M. PUBLIC COMMENTS
- N. LIAISON REPORTS
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator’s office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/Public Safety Committee
FOR MEETING DATE: July 1, 2020
SUBJECT: Employee Recognition Certificates

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County would like to recognize employees for their service, per County policy B.13-0, at 10, 15, 20, 25, 30 and 35 years. The following employees should be recognized at a Board of Commissioners meeting for their service as follows:

| EMPLOYEE NAME | DEPARTMENT | YEARS OF SERVICE |
|------------------------|-----------------------|-------------------------|
| David Batten | Corrections | 15 Years |
| Melissa Bismack | Community Corrections | 20 Years |

David Batten began his employment with Wexford County on June 26, 2005 as a Corrections Officer. On October 14, 2019, David was promoted to Corrections Sergeant and continues to work in the position.

Melissa Bismack began her employment with Wexford County on June 21, 2000 as a Deputy Clerk in the District Court. On June 5, 2008, Melissa was hired as the Community Corrections Senior Officer in the Community Corrections Department and continues to work in this position.

RECOMMENDATION:

Presentation of the Certificates of Appreciation to Mr. Batten and Ms. Bismack at the July 1, 2020 BOC meeting.

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting *Wednesday, June 17, 2020

Meeting called to order at 4:00 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Joe Hurlburt, Michael Musta, Ben Townsend, Mike Bengelink, Mike Bush, Julie Theobald, Gary Taylor, Judy Nichols, and Brian Potter.

Absent- None.

Pledge of Allegiance.

Additions/Deletions to the Agenda- None

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bengelink to approve the agenda, as presented.

All in favor.

Employee Recognition-

Richard Olson was presented with an award for 10 years of service. He was present to accept his award.

Robert Scarbrough was presented with an award for 20 years of service. He thanked the Board.

John Waddell was acknowledged for his service of 10 years. Robert Scarbrough ensured he would deliver his award to him.

Presentation and Reports- None.

Public Comment- None.

Consent Agenda

1. Approval of the June 3, 2020, Regular Meeting Minutes

MOTION by Comm Musta, seconded by Comm Theobald to approve the Consent Agenda.

All in favor.

Agenda Items

1. Advanced Correctional Healthcare Inc. Agreement

MOTION by Comm Musta, seconded by Comm Theobald to approve the Advanced Correctional Healthcare Inc. agreement beginning July 1, 2020 selecting the Rx to Pool Option until June 30, 2021.

Roll call: Motion passed unanimously.

2. POAM 312 Letter of Understanding
MOTION by Comm Nichols, seconded by Comm Bush to approve the POAM 312 Letter of Understanding regarding vacation hours and authorize the Chairman and Sheriff to sign the Letter of Understanding on behalf of the County.

One Commissioner pointed out that his recollection of the negotiations was that the maximum payout should be 200 hours. Before he could agree to this, he would like to see that changed.

Comm Nichols withdrew her motion, and Comm Bush withdrew his support.

3. Resolution 20-18 Supporting the Marine Safety Grant Agreement
MOTION by Comm Theobald, seconded by Comm Musta to approve Resolution 20-18 Supporting Wexford County 2020 Marine Safety Program Grant Agreement and authorize the Chairman to sign the grant agreement on behalf of the County.

Roll Call: Motion passed 9-0.

4. PIC Fund Request for Furniture
MOTION by Comm Potter, seconded by Comm Nichols to approve Circuit Court use Excel Office Furnishings for refurbished furniture in the amount of \$3,014 utilizing excess funds in 101-131-721 Health Insurance.

Roll Call: Motion passed unanimously.

5. Budget Amendment
MOTION by Comm Bengelink, seconded by Comm Bush to approve the budget amendment dated 6/17/2020.

6/17/2020

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

| Adj # | Acct | Acct Description | Revenue | Expense | a. |
|----------|-----------------------|---|----------|----------|----|
| 20200601 | 269.000.677.02 | Law Library Reimbursement | \$6,300 | | |
| | 269.000.729.00 | Legal Publications | | \$6,300 | |
| | | Missaukee County is reimbursing the County for use of the law library. | | | |
| 20200602 | 101.172.677.00 | Misc. Income | \$876.32 | | b. |
| | 101.172.727.00 | Office Supplies | | \$876.32 | |
| | | Unexpected Income due to written articles submitted by Administrator | | | |

Roll Call: Motion passed 9-0.

6. Committee of the Whole-Fawcett Communication Center
MOTION by Comm Nichols, seconded by Comm Theobald to form a Committee of the Whole for the purposes of discussing the Central Dispatch 911 Center.

Roll Call: Motion passed unanimously.

Administrator Koch happily stated this would be the last one. The invoice to be approved is the last invoice from DK Design.

One Commissioner asked if there were any issues that have arose, but thankfully there have not been.

MOTION by Comm Theobald, seconded by Comm Potter to rise and report the findings for the Committee of the Whole.

All in favor.

MOTION by Comm Theobald, seconded by Comm Nichols to approve the final payment in the amount of \$61,094.30 To Orshal Construction for the completion of the Fawcett Communication Center and authorize the Chairman to sign the final payment.

Roll Call: Motion passed unanimously.

Administrator's Report-

Administrator Koch explained that the last computer that was purchased would be installed on Friday for a server.

The draft audit has been completed and 2019 looks good. She warned that 2020 would not look the same.

The MERS carve outs have been completed, and she is currently working on the budget amendments.

Correspondence- *None.*

Public Comments- *None.*

Liaison Reports-

Comm Townsend attended a Library meeting, and it went well.

Comm Begnelink attended a Lake Mitchell Improvement Board meeting.

Comm Nichols attended an MSU Extension meeting where the main focus was the millage coming up.

Comm Potter attended a Clam Lake DDA meeting where things are relatively stalled. He was hoping for a liaison report from Comm Townsend.

Comm Hurlburt attended a Road Commission meeting and would be attending a North Flight meeting the following day. He informed everyone that Keith O'Neill resigned from North Flight.

Board Comments

Comm Townsend stated it was good to be back with everyone. He also stated it was encouraging to be on the Airport Authority. He needed to get used to things before presenting a liaison report. He thanked Comm Potter for lasting through the meetings.

Comm Bengelink read a quote from John F. Kennedy, changing a few words.

Comm Theobald stated it was so good to be back together and in their old room.

Comm Nichols explained that a few years ago there was a potluck held with the Commissioners, and she was hoping they could all do that again. Administrator Koch and Clerk Nyman pointed out that there is a policy for Commissioner's Day that would allow that.

Comm Potter thanked Comm Townsend for taking over at the Airport. He always stated the Road Commission is doing a great job and finished a project well ahead of schedule by his house.

Chairman's Comments

Comm Taylor thanked everyone for coming.

Adjourn

MOTION by Comm Theobald, seconded by Comm Nichols to adjourn at 4:15 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: July 1, 2020
SUBJECT: Substance Abuse Testing Services – US District Court

SUMMARY OF ITEM TO BE PRESENTED:

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

The agreement is attached for consideration.

RECOMMENDATION:

The Finance Committee suggests the full board approve 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: Rosalynnda 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 Rosalynnda 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 <u>0646-21-TS20</u> , 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 | |
| 13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> GARY TAYLOR - BOC CHAIR | 17A. NAME OF CONTRACTING OFFICER |
| 14. Signature | 17B. UNITED STATES OF AMERICA |
| 15. Offer Date | 17C. DATE SIGNED |
| | 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 | 2 | \$ 20. ⁰⁰ |
| | | | | Unit: Price: per specimen | |

| | PROJECT CODE | REQUIRED SERVICES | | ESTIMATED MONTHLY QUANTITY | UNIT PRICE |
|---|---------------------|--------------------------|------|-----------------------------------|---------------------|
| X | 1504 | Breathalyzer | 2021 | 2 | \$5-PBT # 20-ETG |
| | | | | Unit: per administration | |

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 AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: July 1, 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:

The Finance Committee suggests the full board approve the Contract for Services.

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

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the first day of July 2020 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

RESOLUTION NO. 20-19

SUPPORTING HOUSE RESOLUTION NO. 277

A RESOLUTION DISCOURAGING LOCAL UNITS OF GOVERNMENT FROM DEFUNDING OR ABOLISHING THEIR LOCAL POLICE DEPARTMENTS

WHEREAS, Recent incidents of injuries to and deaths of civilians in encounters with law enforcement officers have justifiably drawn attention to the organization and funding of police departments. Some advocates for change are going beyond calls for reforms, however, by demanding that local police departments be defunded or abolished; and

WHEREAS, Law enforcement is a necessary and vital function of our government at all levels. Police departments enforce the laws enacted by the Legislature to ensure public safety, protect the health and possessions of our citizens, and to prevent crime and civil disorder; and

WHEREAS, Michigan law enforcement officers are highly-trained and courageous individuals working in dangerous situations to protect the residents of Michigan; and

WHEREAS, The egregious misconduct and bias of some law enforcement officers demonstrates the need for reform, but efforts to defund or abolish local police departments gives credence to the incorrect notion that law enforcement generally is harmful to local communities, rather than a cornerstone of a safe and prosperous society; and

WHEREAS, Defunding or abolishing local police departments will burden remaining departments that may be called upon to provide assistance within municipalities that no longer have the resources to respond to emergency calls. Lack of policing resources will put citizens at risk, creating chaos and disorder; and

WHEREAS, The absence of law enforcement personnel in our cities and rural areas could affect the state's economy, discouraging businesses from locating here and out-of-state residents from visiting. An increase in crime would affect every Michigan resident's quality of life.

NOW, THEREFORE, BE IT RESOLVED That Wexford County Board of Commissioners' discourage local units of government from defunding or abolishing their local police departments.

BE IT FURTHER RESOLVED, That copies of this resolution be transmitted to the Michigan Townships Association, the Michigan Municipal League, the Michigan Association of Counties.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 20-19 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on July 1, 2020, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

LETTER OF UNDERSTANDING

BETWEEN

**WEXFORD COUNTY BOARD OF COMMISSIONERS AND
WEXFORD COUNTY SHERIFF**

AND

**POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)**

WHEREAS, the parties negotiated a 2020-2022 Collective Bargaining Agreement (CBA) in December 2019, to be effective January 1, 2020; and

WHEREAS, the Tentative Agreement maintained the maximum annual vacation carryover at 100 hours of vacation; and

WHEREAS, it was the intent of the Employer that the maximum annual vacation carryover be the same amount as the maximum vacation accumulation being 250 hours and be the same as the provisions in the Corrections Unit Collective Bargaining Agreement; and

WHEREAS, the parties desire to correct the discrepancy.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties agree that the attached Article 16, Vacations, will replace the prior Article 16, Vacations, in the 2020-2022 CBA, to be effective January 1, 2020. Specifically, the 100 hour annual vacation carryover limit will be replaced as set out in the attached Article 16, Vacations, by a maximum annual vacation carryover limit of 250 hours.

2. The parties agree that the language in the attached Article 16 Vacations, clarifies several other vacation issues, including the amount of vacation payout maximum at retirement and death and the maximum amount of vacation payout at voluntary resignation or termination by the Employer (200 hours max).

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

WEXFORD COUNTY BOARD
OF COMMISSIONERS

Dan Kuhn, Business Agent Date

Gary Taylor, Chairman Date

WEXFORD COUNTY DEPUTY
SHERIFF'S ASSOCIATION

WEXFORD COUNTY SHERIFF

Arjay Schopieray Date

Trent Taylor, Sheriff Date

WEXFORD POAM DEPUTIES – 2020-2022 CONTRACT

ARTICLE 16
VACATIONS

16.1: Vacation. All full time employees shall accrue vacation with pay in accordance with the following schedule provided they have either worked and/or received pay for the requisite and qualifying number of paid hours per payroll as set forth below in this Agreement.

16.2: Accrual Rate.

A. Vacation shall be credited to each permanent employee at the end of the biweekly work period in which 80 hours of paid service is completed as listed below.

1. When paid service does not total 80 hours in a biweekly work period the employee shall be credited with a pro-rated amount of vacation for that work period based on the number of hours in pay status divided by 80 hours multiplied by the applicable accrual rate.

| <u>Time in Service Required</u> | <u>Vacation Leave Earned</u> |
|-------------------------------------|----------------------------------|
| 1 year | 3.08 hrs/ 80 hrs service |
| 5 years | 4.61 hrs/120 hrs service |
| 12 years | 6.15 hrs/160 hrs service |
| 20 years | 7.69 hrs/200 hrs service |

B. Any employee who fails to notify the Employer within 60 days after the effective date of the Agreement shall be considered to have waived any claim of error for any period of time prior to the date the employee files a grievance or notifies the Employer, in writing, of the error.

C. Vacation shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.

16.3: A. Maximum Accumulation Limit. Annual vacation may not be authorized, accumulated or credited in excess of the employee's maximum accumulation limit provided below except under the following conditions:

(1) If an employee is unable because of the Employer's decision to take annual leave credits that would place the total credits in excess of the employee's maximum accumulation limit, the employee shall be permitted to accumulate no more than an additional 16 hours.

- (2) The employee's annual leave balance must be reduced to the maximum accumulation limit or less no later than two pay periods after the pay period in which the excess credits are earned. The employer may require the employee to take sufficient time off within the additional two pay periods to enable a reduction of credits to no more than the maximum accrual limit.

Employees may accumulate vacation leave only up to the maximum accumulation limits provided below:

| <u>Maximum Accumulation</u> | <u>Maximum Annual Carry-Over Into The Following Year</u> | <u>Maximum Retirement/Death Pay Out</u> | <u>Maximum Resignation/ Termination Pay Out</u> |
|-----------------------------|--|---|---|
| 250 hours | 250 hours | 200 hours | 200 hours |

- B. Maximum Annual Carry-Over Limit. A maximum of 250 hours may be carried over into the following year, provided, however, once the total vacation accumulation, including any amount carried over from the prior year reaches 250 hours, additional vacation time will not be accrued until the employee uses vacation time to reduce the maximum accumulation limit to below 250 hours.
- C. Maximum Pay-Out at Termination.
 - (1) Voluntary Resignation. Employees who leave the employ of the Employer shall receive payout of accrued and unused vacation subject to a “maximum payout limit” of 200 hours.

16.4: Annual Vacation Scheduling.

- A. Employees may schedule time off for their vacation during the twelve (12) months comprising each contract year upon proper notice, provided that such time off does not unreasonably interfere with the efficient operation of the Sheriff’s Office and the Sheriff’s obligations to the public generally.
- B. Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested.
- C. Vacation requests submitted with less than thirty (30) days in advance may be granted or rejected at the sole, non-grievable, discretion of the Sheriff or his designee; however, if such request is denied, the Sheriff or designee will provide the employee with the basis for such denial.
- D. In all circumstances requests for vacation time off in a “block” of five (5) days shall take precedence over requests for vacation time for a shorter period.
 - 1. Vacation leaves of less than five (5) consecutive workdays shall not be allowed unless specifically authorized by the Sheriff.

- E. Vacation leaves can be “coupled”, either at the beginning or the end of the vacation period, with an employee’s “pass days”.
- F. Conflicts in Vacation Requests. Conflicts in vacations requests between employees within a particular classification shall be resolved by giving preference to the employee with the greatest classification seniority, provided a senior employee who has not submitted his request by March 1st of each year shall not displace a junior employee who has done so or a junior employee who has submitted his request after March 1st but prior to the senior employee’s request.
- G. Failure of Employee to Schedule a Vacation. If an employee does not submit a vacation request the Sheriff may assign a vacation period to the employee up to or equivalent to the amount of the employee’s available vacation leave.
- H. Scheduled Vacation Cancelled by Sheriff. If an employee’s scheduled time off is canceled by the Sheriff, the employee is expected to make a reasonable effort to utilize his available vacation time prior to reaching the 250 hour maximum accumulation limit.
 - 1. Forced Pay Out of Cancelled Vacation. Should the employee whose vacation was canceled by the Sheriff be unable to reduce his vacation accumulation prior to the maximum amount of allowed accumulation set forth in Section 16.3A due to operational needs, he shall be paid for the vacation days he would have used which exceed the 250 hours of maximum vacation limit.
 - a. This payment shall be made in the first (1st) pay period following the employee reaching the 250 hour maximum after the Sheriff’s cancellation of the employee’s vacation and shall be at the rate of pay the employee is earning on such payroll date.

16.5: Pass Days. If an employee’s regular “pass day” falls within his vacation period such “pass day” shall not be counted as a day of that employee’s vacation leave.

16.6: Vacation Basis. Vacation pay will be computed at the straight time regular rate of pay an employee is earning at the time he takes vacation leave.

16.7: Vacation Pay-Out at Retirement or Death.

- A. Retirement or Death. Employees who terminate due to death or retirement shall be eligible for payout of accrued and unused vacation subject to a maximum of 200 hours.

7/1/2020

J.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 | | | |



K.

Administrator's Report to the Board of Commissioners **For the meeting of July 1, 2020**

Completed Projects/Tasks

FOIA Requests: The Administration Office received eleven new Freedom of Information requests between June 13 and June 26.

New Employees: Two employees started working at the County since the last Board of Commissioners meeting; a Receptionist in Probate Court and an intern in the Prosecutor's Office.

Wexford County Assessors and Equalization Department: Joe Porterfield, Equalization Director, the staff of the Equalization Department, and the assessors throughout Wexford County have received high praise from the State of Michigan. A representative of the Department of Treasury's Property Services Division recently sent an email noting that "Wexford County is now the gold standard" for AMAR reviews (Audit of Minimum Assessing Requirements).

We are extremely fortunate to have such talented and hard-working folks in Wexford County!

Request for Proposals - Window Replacement Project: The RFP for replacing the eighty windows in the Historic Courthouse has been published. It is available on the County's home page at <https://wexfordcounty.org/>. The deadline for bid submittal is 3 pm, Thursday, July 9.

Current Projects/Tasks

2019 Audit: Thanks to the hard work of the Treasurer's Office, Clerk's Office, Equalization Dept., the Admin staff, and Corinna Hervey of H & S Companies (along with assistance from the Sheriff's Office via a few frantic last-minute emails) the audit is expected to be completed a full day before the June 30 deadline. Rehmann submits the audit to the state; submittals by the Admin Office will include the F-65 Annual Financial Report, the 5572 Retirement System Annual Report, and the Single Audit Report.

FEMA Grant Application: Travis Baker, Emergency Manager, has started the application process for 75% reimbursement of eligible COVID-19 expenses from FEMA. There is currently no application deadline. There is also no known date for receiving reimbursements.

Respread of Pension Costs: The new division rates have been received from MERS. The Finance Committee has made a motion recommending BOC approval of budget amendments for Funds 249 and 260; it is on the July 1 BOC agenda. Follow-up details will be brought to a future Finance Committee meeting, as will details on carve-outs for the animal shelter and dispatch carve-outs.

Additional Notes/Meetings

Housing North: I recently met Yarrow Brown, the new executive director of Housing North, a regional non-profit spun off from Networks Northwest. Through Housing North, Wexford County-specific housing data is available; a [two-page fact sheet](#) and a [target market analysis](#).

Respectfully submitted,
Janet Koch, County Administrator