



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 regular meeting on Wednesday, September 23, 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 SEPTEMBER 10, 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 - August5
 - 3. Council on Aging FY 2021 Draft Budget (*Kathy Kimmel, Executive Director*).....7
 - 4. Emergency Management Performance Grant FY 2019 10
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- 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
September 10, 2020

E.

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; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Members of the Public

ADDITIONS OR DELETIONS TO THE AGENDA

Added: G.5. Budget Amendment – Beaches Grant

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 August 26, 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 \$212,182.10.

Ms. Nyman stated no additional claims were added.

A vote was called. All in favor.

G.2. Year-to-Date Revenue and Expense Reports - July

Ms. Koch denoted the following on the reports:

- Department 191, Elections, is nearly exhausted and a budget amendment will be needed.
- Department's 265, 266 & 268, are under/over the percent completed for the year due to the way maintenance for the buildings was budgeted; adjustments are being prepared.
- Department 290, General Services Administration, high percentage is again due to MMRMA being paid at the beginning of the year.
- Department 426, Emergency Management, has a high percentage of budget used to date due to employee benefits to health insurance and the purchase of Code Red.

Ms. Nyman reported that Department 191, Elections, had a vendor change at the beginning of the year. Additional expenses were incurred due to the change. A budget amendment will be needed.

G.3. MERS Payment

A motion was made by Potter and supported by Taylor to forward to the full board for approval two equal 2020 payments for a total of 7.125% of the 2020 amended General Fund budget for an additional voluntary contribution to MERS in the surplus division.

Ms. Koch noted that she spoke with Joe Porterfield, Kristi Nottingham and Corinna Hervey about the additional payment method. She stated that the payment will go into a MERS surplus fund. It will get the County fully funded quicker which will aid in making the County fiscally sound. If the County needs to add it to a division, it will have that ability to shift the funding.

Ms. Nottingham stated that making two payments will ensure the County has maximum flowability with revenues and expenditures.

A vote was called. All in favor.

G.4. Budget Amendment(s)

A motion was made by Taylor and supported by Potter to forward to the full board for approval the budget amendment dated 9/16/2020. A vote was called. All in favor.

G.5. Budget Amendment – Beaches Grant – ATTACHMENT 1

A motion was made by Potter and supported by Taylor to forward to the full board for approval a budget amendment submitted by the Drain Commissioner for the Beaches Grant in the amount of \$13,550. A vote was called. All in favor.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Ms. Koch, County Administrator, reported the following:

- A meeting with several City officials is scheduled for next week regarding the proposed Warren Street process of vacating.
- The Wex HVAC walkthrough was yesterday, Wednesday. Approximately five companies attended. The bid opening is scheduled prior to the next Finance meeting.

PUBLIC COMMENTS

Mr. Gordie Maxwell, Cadillac commented on the City and the Warren Street abandonment. Additional information regarding approximate incurred costs was shared by Ms. Koch.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion to adjourn was made by Taylor and supported by Potter at 4:14 p.m. A vote was called. All in favor.

Michael Musta, Chairman

Norma Kijorski, Recording Secretary

DRAFT



As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

FUND: General PIC Special Revenue Debt Service DPW/Landfill

REVENUE

Account Number	Decrease	Increase
101 275 538.00	\$	\$ 13550 -
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101 275 800.10	\$ 13,550 -	\$
	\$	\$
	\$	\$
Total	\$	\$

**Additional revenue received for the Beaches Grant.

Michael P. Johnson
 Department Head Signature

9/9/20
 Date

Finance Committee Approval Date (if necessary) 9-10-2020

(For Treasurer use only)
 B.A. Number _____ Date _____

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 08/31/2020

% Fiscal Year Completed: 66.67

G.2.

GL NUMBER	DESCRIPTION	2020	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2020 NORMAL (ABNORMAL)	MONTH 08/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
UNCLASSIFIED	Unclassified	14,014,642.32	7,256,615.96	1,720,767.52	6,758,026.36	51.78
TOTAL REVENUES		14,014,642.32	7,256,615.96	1,720,767.52	6,758,026.36	51.78
Expenditures						
Function: Unclassified						
101	COMMISSIONERS	67,537.00	35,177.03	4,614.59	32,359.97	52.09
131	CIRCUIT COURT	338,599.00	205,918.01	25,713.28	132,680.99	60.81
136	DISTRICT COURT	652,175.00	388,637.57	43,304.94	263,537.43	59.59
141	FRIEND OF THE COURT	888,449.00	539,980.08	104,015.62	348,468.92	60.78
147	JURY COMMISSION	3,550.00	2,545.20	0.00	1,004.80	71.70
148	PROBATE COURT	637,235.00	383,462.02	46,529.92	253,772.98	60.18
151	PROBATION AND PAROLE	2,730.00	1,132.31	554.80	1,597.69	41.48
166	CIRCUIT COURT FAMILY COUNS.	75,319.00	48,084.68	5,956.87	27,234.32	63.84
168	PUBLIC DEFENDER	246,340.00	118,903.88	15,645.04	127,436.12	48.27
172	COUNTY ADMINISTRATION	203,788.32	126,632.24	15,452.57	77,156.08	62.14
191	ELECTIONS	53,800.00	45,808.46	2,369.94	7,991.54	85.15
215	COUNTY CLERK	295,782.00	179,954.97	21,573.04	115,827.03	60.84
225	EQUALIZATION	438,590.00	256,431.58	25,857.72	182,158.42	58.47
229	PROSECUTING ATTORNEY	496,546.00	310,092.49	37,891.67	186,453.51	62.45
230	PROS ATTNY CO-OP REIMB	50,940.00	31,402.53	3,495.74	19,537.47	61.65
236	REGISTER OF DEEDS	261,541.00	161,691.73	18,664.37	99,849.27	61.82
245	STATE SURVEY & REMONUMENTATION	42,737.00	3,400.00	0.00	39,337.00	7.96
253	COUNTY TREASURER	335,451.00	205,825.09	25,016.90	129,625.91	61.36
265	BUILDING AND GROUNDS	414,972.00	188,761.60	28,520.24	226,210.40	45.49
266	HUMAN SERVICES BLDG	45,600.00	47,314.34	6,675.24	(1,714.34)	103.76
268	DISTRICT HEALTH DEPARTMENT	38,200.00	36,370.90	4,609.90	1,829.10	95.21
270	JAIL - BLDG/GRDS	164,000.00	100,748.04	11,510.18	63,251.96	61.43
271	JAIL - BLDG/GRDS CARMEL ST	2,935.00	2,417.58	286.87	517.42	82.37
272	MAINT/STORAGE - BLDG/GRDS	5,150.00	3,140.88	463.12	2,009.12	60.99
275	DRAIN COMMISSION	40,105.00	15,516.56	3,042.75	24,588.44	38.69
282	DEPT OF AGRICULTURE	144,000.00	112,005.12	112,005.12	31,994.88	77.78
290	GEN SERVICES ADMINISTRATION	757,960.00	621,365.03	27,502.40	136,594.97	81.98
301	SHERIFF	2,439,085.00	1,412,999.60	173,478.37	1,026,085.40	57.93
302	SHERIFF COURT SECURITY	30,000.00	4,673.68	0.00	25,326.32	15.58
315	SECONDARY ROAD PATROL	101,672.00	45,416.88	6,314.99	56,255.12	44.67
331	MARINE	24,848.00	4,596.10	2,390.17	20,251.90	18.50
333	FEDERAL FOREST	4,500.00	2,318.78	1,374.16	2,181.22	51.53
334	SNOWMOBILE	25,250.00	11,694.47	0.00	13,555.53	46.31
335	ORV GRANT	25,396.00	15,656.55	1,042.43	9,739.45	61.65
351	JAIL	2,733,414.00	1,552,889.95	192,519.16	1,180,524.05	56.81
426	EMERGENCY MANAGEMENT	74,708.00	56,016.50	5,468.60	18,691.50	74.98
526	SANITARY LANDFILL	76,650.00	19,586.18	13,712.03	57,063.82	25.55
605	CONTAGIOUS DISEASES	600.00	321.48	190.13	278.52	53.58
648	MEDICAL EXAMINER	95,400.00	60,831.95	5,661.23	34,568.05	63.77
681	VETERANS BURIAL	10,000.00	6,000.00	0.00	4,000.00	60.00
861	FRINGE BENEFITS	0.00	23,058.40	16,785.38	(23,058.40)	100.00
890	CONTINGENCIES	50,000.00	0.00	0.00	50,000.00	0.00
965	TRANSFERS	1,050,734.00	431,561.18	13,149.57	619,172.82	41.07
966	APPROPRIATIONS	568,354.00	401,392.73	4,375.00	166,961.27	70.62
TOTAL EXPENDITURES		14,014,642.32	8,221,734.35	1,027,734.05	5,792,907.97	58.67

09/18/2020

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 08/31/2020
 % Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	YTD BALANCE 08/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 225 - ANIMAL CONTROL:						
	TOTAL REVENUES	219,002.00	202,400.04	494.27	16,601.96	92.42
	TOTAL EXPENDITURES	218,961.00	121,152.32	11,303.86	97,808.68	55.33
Fund 243 - COURT SECURITY FUND:						
	TOTAL REVENUES	123,485.00	63,395.79	8,626.98	60,089.21	51.34
	TOTAL EXPENDITURES	123,485.00	62,060.27	8,351.31	61,424.73	50.26
Fund 249 - BUILDING INSPECTIONS DEPT.:						
	TOTAL REVENUES	183,794.00	83,395.00	15,811.60	100,399.00	45.37
	TOTAL EXPENDITURES	207,061.00	130,438.14	15,185.76	76,622.86	63.00
Fund 259 - INDIGENT DEFENSE FUND:						
	TOTAL REVENUES	981,484.00	531,375.42	210,565.52	450,108.58	54.14
	TOTAL EXPENDITURES	981,484.00	517,778.38	51,218.69	463,705.62	52.75
Fund 260 - COMMUNITY ALTERNATIVE PROG.:						
	TOTAL REVENUES	297,521.00	166,346.74	13,978.00	131,174.26	55.91
	TOTAL EXPENDITURES	297,520.00	184,744.93	20,705.80	112,775.07	62.09
Fund 261 - 911-WIRELESS:						
	TOTAL REVENUES	920,000.00	471,873.52	109,408.19	448,126.48	51.29
	TOTAL EXPENDITURES	919,358.00	670,517.26	68,567.88	248,840.74	72.93
Fund 292 - CHILD CARE FUND:						
	TOTAL REVENUES	527,600.00	40,173.80	23,974.16	487,426.20	7.61
	TOTAL EXPENDITURES	357,000.00	180,502.66	46,276.46	176,497.34	50.56

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

COMMITTEE: Finance
FROM: Administration
FOR MEETING DATE: September 23, 2020
SUBJECT: Council on Aging Draft 2021 Budget

SUMMARY OF ITEM TO BE PRESENTED:

The agreement providing for the Council on Aging to administer the Senior Services millage requires the BOC to approve their proposed budget before millage monies are released.

The COA's 2021 proposed budget is attached for consideration and recommendation.

RECOMMENDATION:

If the proposed budget is acceptable to the committee, a motion to forward to the full board with a recommendation to approve would be appropriate.

**Wexford County Council on Aging
Annual Consolidated Budget
For the Year Ended December 31, 2021**

Item #	Approved 2020 Budget	2021 Proposed Budget	AS of 9/8/20
Revenues			
	1,263,934	1,261,260	
#1	990,000	1,028,288	
	-	0	
	4,000	7,500	
#2	51,116	67,545	
	13,100	0	
#3	124,330	79,661	
#4	7,752	4,915	
	30,000	30,000	
#5	12,726	12,784	
#6	5,820	5,820	
	5,000	5,000	
#7	3,790	3,368	
#7	10,800	10,880	
#8	500	500	
	5,000	5,000	
	232,855	247,846	
#9	81,140	61,033	
#10	19,050	45,512	
#11	43,994	55,297	
#12	53,000	52,992	
	14,500	14,500	
	12,867	12,867	
#14	4,704	5,544	
	3,600	100	
#15	7,300		
		104,075	
	1,504,089	1,613,181	
Expenditures			
#16a	850,851	919,096	
#16b	63,606	64,875	
	54,541	58,143	
	12,756	13,598	
#17	15,163	15,163	
#18			
	71,395	62,007	
	15,000	5,000	
	18,601	19,679	
	5,220	5,220	
#19	16,955	16,955	
#20b	35,000	46,000	
#20a	7,300	0	
#20c	-	31,955	
		94,000	
#20d	20,910	0	
#20e	20,910	0	
#20F	25,000	0	
#20G	26,000	0	

#21	Professional Fees		
	Tasc Claim Fees & Admin	1,480	1,200
	CIC Benefit Fees	1,800	3,000
	Occupational Injury Claims	1,900	1,300
	BCB Audit	7,500	7,500
	Retirement Admin Fees	2,000	1,650
	Recruit/Emp Fees	3,000	3,000
	Office Supplies	12,600	17,000
#22	Food Supplies	1,200	2,500
#23	Janitorial/Operating Supplies	6,480	15,000
	Sr. Expo	8,500	0
#24a	Liability Insurance & Bonds	9,959	9,959
#24b	Automobile Insurance	1,673	1,673
#25a	Telephone & Internet Svc Fees	9,300	9,300
#25b	Postage	6,100	7,167
#25c	Software Service Fees	15,000	12,000
#28a	COA Utilities - Electric	5,874	2,543
	COA Utilities - Haring Water	234	234
	COA Utilities - Natural Gas	3,000	4,777
	COA Utilities - Trash Removal	820	820
#286	Day Break Utilities - Electric	1,250	750
	DB Utilities - Water & Sewer	360	400
	DB Utilities - Natural Gas	900	1,000
	DB Utilities - Trash Srv	300	300
#28c	Day Break Automobile Fuel	1,400	1,400
#28d	Lease Expense	8,900	8,900
	Day Break Repairs & Maintenance	6,000	7,106
#29a	Computer/Office Equip Repairs & Maintenance	4,700	9,000
#29b	Indoor Cleaning and Maintenance	3,500	3,500
#29c	Outdoor Maintenance	8,000	6,000
#29d	Dues and Subscriptions	740	500
#30a	Marketing and Publicity	2,000	1,900
#30b	Bad Debt Expense	1,000	500
#30c	Mileage - Homecare & Admin	55,000	45,000
#31a	Community Outreach (Meals & Conf.)	1,500	1,200
#31b	Continuing Education	5,000	2,500
#31c	Staff Training and Recognition	500	500
#32a	Depreciation/Equipment	14,110	14,110
	Special Projects		
	Volunteer Transpt (CWTA)	17,300	17,300
	P.E.R.S. & Med Box	4,000	4,000
#32b	Sign Project	500	500
	SNAG (Sr. Apprec Not Budgeted item IN/OUT \$5,000)	5,000	5,000
#32d	Miscellaneous Expenses	4,500	4,500
	Cash Reserve Account		25,000
	Total Expenditures	1,504,088	1,613,181
	Increase(Decrease) in Net Assets	0 0	0

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

COMMITTEE: Finance
FROM: Administration
FOR MEETING DATE: September 23, 2020
SUBJECT: Emergency Management Performance Grant Agreement
FY 2020

SUMMARY OF ITEM TO BE PRESENTED:

The Emergency Management Performance Grant Agreement for FY 2020 is attached for consideration along with Resolution 20-22 supporting the grant. This grant will cover 34.83% of the ER Manager’s salary and fringe benefits.

This grant is advantageous to the County by permitting the County the ability to apply for all other grants.

RECOMMENDATION:

A motion to forward to the full board the resolution in support of the EMP Grant and the grant itself for approval.

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 seventh day of October 2020 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 20-22
APPROVING THE AGREEMENT BETWEEN MICHIGAN DEPARTMENT OF STATE POLICE
AND WEXFORD COUNTY FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT
(EMPG) AGREEMENT**

BE IT RESOLVED, that the Wexford County Board of Commissioners approves the agreement between the Michigan Department of State Police and Wexford County for Contract/Grant No: EMC-2020-EP-00005, effective October 1, 2019 through September 30, 2020, on this date of October 7, 2020.

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 20-22 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on October 7, 2020, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
County of Wexford	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
072584741	EMC-2020-EP-00005	7/9/2020
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
38-6007337	10/1/2019	9/30/2020
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$9,393
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$9,393
None on file	Total Amount of Federal Award	\$9,073,402
FEDERAL AWARD PROJECT DESCRIPTION		
2020 Emergency Management Performance Grants		
DETAILS		
The 2020 EMPG allocation is 34.83% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50 percent of the total budget.		
FEDERAL AWARDDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan FY 2020 Emergency Management Performance Grant Grant Agreement

October 1, 2019 to September 30, 2020

CFDA Number: 97.042 Grant Number: EMC-2020-EP-00005

This Fiscal Year (FY) 2020 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF WEXFORD
(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 and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2020 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2020 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2020 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2020 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov>.

II. Statutory Authority

Funding for the FY 2020 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2020*, (Pub. L. No. 116-93).

The Subrecipient agrees to comply with all FY 2020 EMPG program requirements in accordance with the FY 2020 EMPG NOFO located at <https://www.fema.gov/emergency-management-performance-grant-program>; the FEMA Preparedness Grants Manual Version 2 located at <https://www.fema.gov/grants>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>, and the *FY 2020 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2020 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with 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. 44 CFR, Part 10, *Environmental Considerations*.

III. Award Amount and Restrictions

- A. The **County of Wexford** is awarded **\$9,393** or 34.83% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2020 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2020 EMPG covers eligible costs from October 1, 2019 to September 30, 2020. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for organization costs.** No other expenditures are allowed. If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2020 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.
The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.
See the FY 2020 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook and work agreement.

EMPG programs are required to complete a quarterly training and exercise report identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

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 agrees to comply with all applicable federal and state regulations; the FY 2020 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2020 Emergency Management Performance Grants*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208),
- C. The subrecipient shall not use FY 2020 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.

- G. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2020 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- N. 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:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. 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.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.

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

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2020 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2020 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2020 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every 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 shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

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

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

X. Third Parties

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

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2019 to September 30, 2020. 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 package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. 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 his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

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

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

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

XIV. Freedom of Information Act (FOIA)

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

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient's DUNS Number

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Printed Name

Title

Signature

Date

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

Capt. Kevin Sweeney, Commander

Printed Name

Deputy State Director, Emergency
Management and Homeland Security Division

Title



Signature

8/26/20

Date

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

COMMITTEE: Finance
FROM: Administration
FOR MEETING DATE: September 23, 2020
SUBJECT: Emergency Management Performance Grant Application
FY 2021

SUMMARY OF ITEM TO BE PRESENTED:

The Emergency Management Performance Grant Application for FY 2021 is attached for consideration. This application will cover approximately 34.83% of the ER Manager’s salary and fringe benefits.

This application has various requirements, one being a quarterly report submitted by the Emergency Manager Travis Baker. This quarterly reporting should have language included in the application motion to allow the Chairman of the Board to sign the quarterly reports on behalf of the County rather than submitting the quarterly report to the BOC for approval every quarter.

RECOMMENDATION:

A motion to forward the FY 21 EMPG Application to the full board for approval along with certifying the Chairman to sign the quarterly reports on behalf of the County.

Michigan State Police
Emergency Management and Homeland Security Division
**FY 2021 Emergency Management Performance Grant
Document Submission Checklist**

- September 30, 2020** – Annual Training and Exercise Plan Worksheet for 2021-2023
- October 15, 2020** – Initial Work Agreement, EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report), EMD-17 (Summary Request for Emergency Management Assistance Expenses), and Current Job Description.
- January 10, 2021** – EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report) and EMD-065 (Quarterly Training and Exercise Report)
- January 20, 2021** – EMD-007 – EMPG Quarterly Expenses Report.
- April 10, 2021** - EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report) and EMD-065 (Quarterly Training and Exercise Report).
- April 20, 2021** - EMD-007 – EMPG Quarterly Expenses Report.
- July 10, 2021** - EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report) and EMD-065 (Quarterly Training and Exercise Report).
- July 20, 2021** - EMD-007 – EMPG Quarterly Expenses Report.
- September 30, 2021** – Annual Training and Exercises Plan Worksheet for 2021-2023.
- October 10, 2021** - EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report) and EMD-065 (Quarterly Training and Exercise Report).
- October 20, 2021** - EMD-007 – EMPG Quarterly Expenses Report.

Michigan State Police,
Emergency Management and Homeland Security Division
FY 2021 Emergency Management Report Schedule

Initial Work Agreement DUE: October 15, 2020

- **Annual Training and Exercise Plan Worksheet for 2021-2023:** Submit an electronic copy to the training and exercise staff at msp-em@michigan.gov by **September 30, 2020**. Please contain the following information in the subject line: "EMD-006 [Jurisdiction Name]".
- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** Submit Original and One (1) Copy to District Coordinator. Must include signatures.
- **EMD-17: Summary Request for Emergency Management Assistance Expenses:** Submit to District Coordinator. Must include signatures. Electronic copy is acceptable.
- **Current Job Description:** For federally EMPG funded employee on EMD 17. Submit to District Coordinator. Submit Two (2) Copies.

First Quarter Report

- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** **DUE: 1/10/21**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-065 Quarterly Training and Exercise Report:** **DUE: 1/10/21**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-007: EMPG Quarterly Expenses Report:** **DUE: 1/20/21**. Submit on paper EMD 007.

Second Quarter Report

- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** **DUE: 4/10/21**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-065 Quarterly Training and Exercise Report:** **DUE: 4/10/21**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-007: EMPG Quarterly Expenses Report:** **DUE: 4/20/21**. Submit on paper EMD 007.

Third Quarter Report

- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** **DUE: 7/10/21**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-065 Quarterly Training and Exercise Report:** **DUE: 7/10/21**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-007: EMPG Quarterly Expenses Report:** **DUE: 7/20/21**. Submit on paper EMD 007.

Fourth Quarter Report

- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** **DUE: 10/10/21**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-065 Quarterly Training and Exercise Report:** **DUE: 10/10/21**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-007: EMPG Quarterly Expenses Report:** **DUE: 10/20/21**. Submit on paper EMD 007.
- **Annual Training and Exercise Plan Worksheet for 2022-2024:** Submit an electronic copy to the training and exercise staff at msp-em@michigan.gov by September 30, 2021. Please contain the following information in the subject line: "EMD-006 [Jurisdiction Name]".

Updated 9/1/20

EMHSD-31 Michigan State Police Emergency Management and Homeland Security Division	Wexford County Emergency Management Fiscal Year 2021		<input checked="" type="checkbox"/> Initial Work Agreement
Emergency Management Performance Grant (EMPG) Work Agreement/Quarterly Report			
<input type="checkbox"/> 1 st Quarter <small>SIGNATURE OF CHIEF ELECTED OFFICIAL</small> 	<input type="checkbox"/> 2 nd Quarter <small>DATE</small> 7-18-2020	<input type="checkbox"/> 3 rd Quarter <small>SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR</small> 	<input type="checkbox"/> 4 th Quarter <small>DATE</small> 9-15-2020
<small>SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER</small> 	<small>DATE</small> 7-18-2020	<small>SIGNATURE OF DISTRICT COORDINATOR</small> 	<small>DATE</small>

Purpose

This survey functions as the 2021 EMPG work agreement/quarterly report. The objectives of this work agreement are based upon standards identified in the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) Publication 206 - Local Emergency Management Program Standards Workbook. Activities for each objective have been determined by a group of local and state emergency management subject matter experts who maintain a baseline set of standards for emergency management programs in the state of Michigan. Survey responses will assist in the assessment of emergency management programs, determine how EMPG funds are utilized and help validate the importance of these emergency management activities to all levels of government.

(1) ADMINISTRATION AND FINANCE

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies and procedures to carry out emergency financial and administrative responsibilities. The EMPG funded emergency manager shall provide a copy of their job description(s) that incorporate their Emergency Management (EM) activities. EM activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Verify that the jurisdiction submitted the previous quarter's EMPG reports and financial documentation timely, and that current quarterly EMPG reports and financial documentation, with signatures, will be submitted by 1/20/21. 	EMPG reports were submitted: Yes/No Financial documents were submitted: Yes/No

	<ul style="list-style-type: none"> Submit documents for 2021 EMPG work agreement to EMHSD financial staff by 10/15/20. 	<p>Position Description Submitted: Yes/No EMD-17 Form Submitted: Yes/No EMHSD-31 Form Submitted: Yes/No</p>
2 nd	<ul style="list-style-type: none"> Verify that the jurisdiction submitted the previous quarter's EMPG reports and financial documentation timely, and that current quarterly EMPG reports and financial documentation, with signatures, will be submitted by 4/20/21. 	<p>EMPG reports were submitted: Yes/No Financial documents were submitted: Yes/No</p>
3 rd	<ul style="list-style-type: none"> Verify that the jurisdiction submitted the previous quarter's EMPG reports and financial documentation timely, and that current quarterly EMPG reports and financial documentation, with signatures, will be submitted by 7/20/21. 	<p>EMPG reports were submitted: Yes/No Financial documents were submitted: Yes/No</p>
4 th	<ul style="list-style-type: none"> Verify that the jurisdiction submitted the previous quarter's EMPG reports and financial documentation timely, and that current quarterly EMPG reports and financial documentation, with signatures, will be submitted by 10/20/21. Submit documents for 2022 EMPG work agreement to EMHSD financial staff by 10/1/21. 	<p>EMPG reports were submitted: Yes/No Financial documents were submitted: Yes/No Position Description Submitted: Yes/No EMD-17 Form Submitted: Yes/No EMHSD-31 Form Submitted: Yes/No</p>

(2) LAWS AND AUTHORITIES

The Emergency Management Program (EMP) shall comply with the Michigan Emergency Management Act (P.A. 390 of 1976 as amended) and applicable laws and regulations and have a local Emergency Management (EM) resolution.

1 st	<p>Planned Activities</p>	<p>Action Taken (Local EMC Status Report)</p>
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	<ul style="list-style-type: none"> ▪ Attend quarterly district EM meetings held between 10/1/20-12/31/20. ▪ Report attendance at other EM related meetings held between 10/1/20-12/31/20. 	<p>Quarterly meeting attended: Yes/No</p> <p><i>Meeting Type/Number of Meetings</i></p> <p>ESF #1 - Transportation # _____</p> <p>ESF #2 - Communications # _____</p> <p>ESF #3 - Public Works and Engineering # _____</p> <p>ESF #4 - Firefighting # _____</p> <p>ESF #5 - Information and Planning # _____</p> <p>ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____</p> <p>ESF #7 - Logistics # _____</p> <p>ESF #8 - Public Health and Medical Services # _____</p> <p>ESF #9 - Search and Rescue # _____</p> <p>ESF #10 - Oil and Hazardous Materials # _____</p> <p>ESF #11 - Agriculture and Natural Resources # _____</p> <p>ESF #12 - Energy # _____</p> <p>ESF #13 - Public Safety and Security # _____</p> <p>ESF #14 (Formerly) - Long Term Recovery # _____</p> <p>ESF #15 - External Affairs # _____</p> <p>Local # _____</p> <p>District # _____</p> <p>Regional # _____</p> <p>State # _____</p> <p>Federal # _____</p>
2 nd	<ul style="list-style-type: none"> ▪ Attend quarterly district EM meetings held between 1/1/21-3/31/21. ▪ Report attendance at other EM related meetings held between 1/1/21-3/31/21. 	<p>Quarterly meeting attended: Yes/No</p> <p><i>Meeting Type/Number of Meetings</i></p> <p>ESF #1 - Transportation # _____</p> <p>ESF #2 - Communications # _____</p> <p>ESF #3 - Public Works and Engineering # _____</p>

		<p>ESF #4 - Firefighting # _____ ESF #5 - Information and Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____ ESF #9 - Search and Rescue # _____ ESF #10 - Oil and Hazardous Materials # _____ ESF #11 - Agriculture and Natural Resources # _____ ESF #12 - Energy # _____ ESF #13 - Public Safety and Security # _____ ESF #14 – (Formerly) Long Term Recovery # _____ ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____</p>
<p>3rd</p>	<ul style="list-style-type: none"> ▪ Attend quarterly district EM meetings held between 4/1/21-6/30/21. ▪ Report attendance at other EM related meetings held between 4/1/21-6/30/21. 	<p>Quarterly meeting attended: Yes/No</p> <p><i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation # _____ ESF #2 - Communications # _____ ESF #3 - Public Works and Engineering # _____ ESF #4 - Firefighting # _____ ESF #5 - Information and Planning # _____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____ ESF #7 - Logistics # _____ ESF #8 - Public Health and Medical Services # _____</p>

	<p>ESF #9 - Search and Rescue # _____</p> <p>ESF #10 - Oil and Hazardous Materials # _____</p> <p>ESF #11 - Agriculture and Natural Resources # _____</p> <p>ESF #12 - Energy # _____</p> <p>ESF #13 - Public Safety and Security # _____</p> <p>ESF #14 -- (Formerly) Long Term Recovery # _____</p> <p>ESF #15 - External Affairs # _____</p> <p>Local # _____</p> <p>District # _____</p> <p>Regional # _____</p> <p>State # _____</p> <p>Federal # _____</p>	
<p>Quarterly meeting attended: Yes/No</p> <p><i>Meeting Type/Number of Meetings</i></p> <p>ESF #1 - Transportation # _____</p> <p>ESF #2 - Communications # _____</p> <p>ESF #3 - Public Works and Engineering # _____</p> <p>ESF #4 - Firefighting # _____</p> <p>ESF #5 - Information and Planning # _____</p> <p>ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____</p> <p>ESF #7 - Logistics # _____</p> <p>ESF #8 - Public Health and Medical Services # _____</p> <p>ESF #9 - Search and Rescue # _____</p> <p>ESF #10 - Oil and Hazardous Materials # _____</p> <p>ESF #11 - Agriculture and Natural Resources # _____</p> <p>ESF #12 - Energy # _____</p> <p>ESF #13 - Public Safety and Security # _____</p> <p>ESF #14 -- (Formerly) Long Term Recovery # _____</p>	<ul style="list-style-type: none"> ▪ Attend quarterly district EM meetings held between 7/1/21-9/30/21. ▪ Report attendance at other EM related meetings held between 7/1/21-9/30/21. 	<p>4th</p>

	ESF #15 - External Affairs # _____ Local # _____ District # _____ Regional # _____ State # _____ Federal # _____
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(3) HAZARD IDENTIFICATION, RISK ASSESSMENT, AND CONSEQUENCE ANALYSIS

The jurisdiction shall continually identify natural and human-caused hazards that potentially impact the jurisdiction. The jurisdiction shall also assess the risk and vulnerability of people, property, the environment, and its own operations from these hazards. The jurisdiction should also conduct a consequence analysis for significant hazards, to consider their impact on the public, responders, continuity of operations that include the delivery of services; property, facilities, and infrastructure; the environment; the economic condition of the jurisdiction, and public confidence in the jurisdictions governance.

		Action Taken (Local EM Status Report)
Planned Activities		
1st	<ul style="list-style-type: none"> ▪ Document any hazard identification, risk assessment, or consequence analysis activities performed between 10/1/20-12/31/20. ▪ Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 10/1/20-12/31/20? 	<p><i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____</p> <p>I.P. Gateway tool utilized: Yes/No</p>
2nd	<ul style="list-style-type: none"> ▪ Document any hazard identification, risk assessment, or consequence analysis activities performed between 1/1/21-3/31/21. ▪ Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or 	<p><i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____</p> <p>I.P. Gateway tool utilized: Yes/No</p>

	<p>consequence analysis activities performed between 1/1/21-3/31/21?</p>	
<p>3rd</p>	<ul style="list-style-type: none"> ▪ Document any hazard identification, risk assessment, or consequence analysis activities performed between 4/1/21-6/30/21. ▪ Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 4/1/21-6/30/21? 	<p><i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____</p> <p>I.P. Gateway tool utilized: Yes/No</p>
<p>4th</p>	<ul style="list-style-type: none"> ▪ Document any hazard identification, risk assessment, or consequence analysis activities performed between 7/1/21-9/30/21. ▪ Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 7/1/21-9/30/21? 	<p><i>Type of Risk Assessment/Number Completed:</i> County: # _____ Municipal: # _____ Facilities: # _____ Special Events: # _____</p> <p>I.P. Gateway tool utilized: Yes/No</p>

(4) HAZARD MITIGATION

The Emergency Management Coordinator (EMC) should participate in activities to eliminate hazards or mitigate the effects of hazards that cannot be reasonably prevented. If the jurisdiction intends to receive mitigation funds, then the EMC shall ensure that the jurisdiction's hazard mitigation (HM) plan is developed and updated every five years.

Action Taken (Local EM Status Report)	
1st	<p>Document whether your community has developed a hazard mitigation plan.</p> <p>Confirm the date of the jurisdiction's hazard mitigation plan.</p> <p>Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 10/1/20-12/31/20.</p> <p>Report how many action items listed in the hazard mitigation plan have been completed between 10/1/20-12/31/20.</p>
2nd	<p>Report how many action items listed in the hazard mitigation plan have been completed between 1/1/21-3/31/21.</p>

HM plan: Yes/No/Adopted County Plan

Plan is expired: Yes/No
Expiration Date: ___/___/___

Check appropriate steps

- Assemble a local planning team
- Collect information about local hazard impacts
- Identify vulnerabilities
- Edit the document
- Offer the document for stakeholder and public review
- Meeting(s) to identify or select hazard mitigation actions
- Describe the details of action item implementation
- Official plan adoption by participating jurisdictions

Total action items: # _____
Action items completed: # _____

Total action items: # _____
Action items completed: # _____

	<ul style="list-style-type: none"> ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 1/1/21-3/31/21. 	<p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder or public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions
<p>3^d</p>	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 4/1/21-6/30/21. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 4/1/21-6/30/21. 	<p>Total action items: # _____ Action items completed: # _____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder and public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions
<p>4th</p>	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 7/1/21-9/30/21. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 7/1/21-9/30/21. 	<p>Total action items: # _____ Action items completed: # _____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts

<ul style="list-style-type: none"> <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder and public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions <p>Information Was Disseminated: Yes/No Does not apply: _____</p>	<ul style="list-style-type: none"> ▪ Disseminate EMHSD hazard mitigation information announcements and notices of funding availability for Hazard Mitigation Assistance to all local jurisdictions within your EMP.
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(5) PREVENTION

The Emergency Management Program (EMP) has a strategy among disciplines to coordinate prevention activities, to monitor the identified threats and hazards, and adjust the level of prevention activity commensurate with the risk and has procedures for exchanging information between internal and external stakeholders to prevent incidents.

Planned Activities

- Identify prevention activities that the jurisdiction participated in between 10/1/20-9/30/21.

Action Taken (Local EM Status Report)

Check all that apply

- Assigning prevention activities to each agency identified in the jurisdiction's basic plan portion of the emergency plan.
- Establishing a jurisdiction-wide prevention activities coordinator to coordinate with all agencies in prevention activities.
- Participating in the Homeland Security Information Network (HSIN).
- Developing a Critical Infrastructure Protection Plan and identifying roles and responsibilities.

- Utilizing MI CIMS or another monitoring system to identify and coordinate prevention activities within the EOC.
- Establishing procedures that coordinate reporting with the Regional MIOC liaison and State MIOC.
- Conducting information sharing procedures.
- Other: _____

(6) OPERATIONAL PLANNING

The Emergency Management Coordinator (EMC) shall ensure the jurisdiction is compliant with P.A. 390 of 1976, as amended, by maintaining a current Emergency Operation Plan (EOP) or Emergency Action Guidelines (EAG) that meets the criteria in the MSP/EMHSD Publication (Pub) 201a. The EMC shall verify that each jurisdiction whose population exceeds 10,000 also complies with P.A. 390 of 1976, as amended, by maintaining an emergency support plan. The local emergency manager must verify that the EOP (or EAG), and supplemental emergency support plans are updated every four years. The EMC will ensure that the jurisdiction's current Chief Elected Official (CEO) has signed the updated/ revised EOP, EAG, and emergency support plans.

Action Taken (Local EM Status Report)	
<p>Planned Activities</p> <ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 10/1/20-12/31/20. ▪ Host four LEPC meetings by 9/30/2021. ▪ Confirm the date of the jurisdiction's EOP/EAG and verify if the plan will expire between 10/1/20 - 9/30/21. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 10/1/20 - 12/31/20. Ensure that any section/annex updates are still in compliance with Pub 201a. 	<p># _____ LPT meetings.</p> <p>Hosted # _____ LEPC meetings.</p> <p>EOP/EAG is current: Yes/No</p> <p>Expiration Date: ____/____/____</p> <p>Reviewed Annexes: # _____</p> <p>Total Annexes: # _____</p> <p>Annexes Updated: # _____</p>
1 st	

	<ul style="list-style-type: none"> ▪ Report participation in EM activities with school officials that took place between 10/1/20-12/31/20. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD between 10/1/20-12/31/20. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the District Coordinator, (DC). 	<p><i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____</p> <p>Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____</p>
<p>2nd</p>	<ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 1/1/21-3/31/21. ▪ Host four LEPC meetings by 9/30/2021. ▪ Verify that the CEO original signature is current in the EOP/EAG, if new CEO, forward contact information to the DC. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 1/1/21 - 3/31/21. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Report participation in EM activities with school officials that took place between 1/1/21-3/31/21. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 	<p>Attended/Hosted # _____ LPT meetings.</p> <p>Hosted # _____ LEPC meetings.</p> <p>EOP/EAG CEO signature is current: Yes/No Current CEO contact information was sent to DC: Yes/No Does not apply _____</p> <p>Reviewed Annexes: # _____ Total Annexes: # _____ Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____</p> <p>Total Support Plans: # _____ Current plans: # _____</p>

	<p>1/1/21-3/31/21. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC.</p>	<p>Does Not Apply: _____</p>
<p>3rd</p> <ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 4/1/21-6/30/21. ▪ Host four LEPC meetings by 9/30/2021. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 4/1/21 - 6/30/21. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Report participation in EM activities with school officials that took place between 4/1/21-6/30/21. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 4/1/21-6/30/21. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. ▪ Report the status of SARA Title III plans and report any problem areas. 	<p># _____ LPT meetings.</p> <p>Hosted # _____ LEPC meetings.</p> <p>Reviewed Annexes: # _____ Total Annexes: # _____ Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i> Planning: # _____ Seminars: # _____ Outreach: # _____ Special Events: # _____</p> <p>Total Support Plans: # _____ Current plans: # _____ Does Not Apply: _____</p> <p>Total Sites: # _____ Total Plans: # _____ Problem Areas: _____ Does not apply: _____</p>	

<p>4th</p> <ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 7/1/21-9/30/21. ▪ Host four LEPC meetings by 9/30/21. ▪ Identify EOP/EAG annexes that were that were reviewed and/or updated between 7/1/21 - 9/30/21. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 7/1/21-9/30/21. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. ▪ Report participation in EM activities with school officials that took place between 7/1/21-9/30/21 and supply any planning guidance/templates that are available. ▪ Verify receipt by 9/15/21 and distribution of scheduled drill days for school buildings operated by the school, school district, intermediate school district, or public academy, for the 2021-2022 school year. 	<p># ___ LPT meetings</p> <p>Hosted # ___ LEPC meetings.</p> <p>Reviewed Annexes: # ___ Total Annexes: # ___ Annexes Updated: # ___</p> <p>Total Support Plans: # ___ Current plans: # ___ Does Not Apply: ___</p> <p><i>School Activities/Number of Activities:</i> Planning: # ___ Seminars: # ___ Outreach: # ___ Special Events: # ___</p> <p>Drill distribution was received: Yes/No Drill distribution was distributed: Yes/No</p>
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(7) INCIDENT MANAGEMENT

The Emergency Management Program (EMP) shall comply with Homeland Security Presidential Directive/HSGP-5, and Executive Directive 2005-09 by formally adopting the National Incident Management System (NIMS) to provide for efficient and effective emergency response operations amongst multiple agencies and jurisdictions. The program shall establish a means of interfacing on-scene incident management with the jurisdiction's Emergency Operations Center (EOC).

Planned Activities		Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Update EOC call list, including the CEO, and submit a copy to the DC by 12/31/20. 	<p>EOC call list is updated: Yes/No</p> <p>EOC call list has been sent to the DC: Yes/No</p>
2 nd	<ul style="list-style-type: none"> Update EOC call list and submit a copy to the DC by 3/31/21, only if changes have been made. 	<p>Changes have been made: Yes/No</p> <p>Changes have been sent to the DC: Yes/No</p>
3 rd	<ul style="list-style-type: none"> Update EOC call list and submit a copy to the DC by 6/30/21, only if changes have been made. 	<p>Changes have been made: Yes/No</p> <p>Changes have been sent to the DC: Yes/No</p>
4 th	<ul style="list-style-type: none"> Perform an EOC call-out for a drill or an actual event between 10/1/20 and 9/30/21. Update EOC call list and submit a copy to the DC by 9/30/21, only if changes have been made. Conduct EOC orientation session between 10/1/20 and 9/30/21. Submit the EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification by 9/30/21. 	<p>EOC call-out drill has been performed: Yes/No</p> <p>EOC call-out for an actual event has been performed: Yes/No</p> <p>Changes have been made: Yes/No</p> <p>Changes have been sent to the DC: Yes/No</p> <p>EOC orientation was conducted: Yes/No</p> <p>EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification submitted by 9/30/21: Yes/No</p>

(8) RESOURCE MANAGEMENT, LOGISTICS, AND MUTUAL AID

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction is compliant with the NIMS resource management requirements including: identification, location, acquisition, storage, maintenance, distribution, and accounting for services and materials, to address hazards identified in the jurisdiction. The jurisdiction shall use the Michigan Critical Incident Management System (MI CIMS) to manage their NIMS-typed resources. The EMC should also develop Mutual Aid Agreements (MAA) and promote memberships in the Michigan Emergency Management Assistance Compact (MEMAC) to address resource shortfalls and reduce resource gaps in the jurisdiction.

Planned Activities		Action Taken (Local EM Status Report)
1 st		
2 nd		
3 rd		
4 th	<ul style="list-style-type: none"> ▪ Report new, updated or current MAA/MOUs within the emergency management program. Report any MEMAC membership additions that occurred between 10/1/20 and 9/30/21. ▪ Verify that the jurisdiction's NIMS-typed resources are current in the MI CIMS and complete the resource portion of form EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification by 9/30/21. 	<p>New MAA/MOUs: # _____ Updated MAA/MOUs: # _____ Current MAA/MOUs: # _____</p> <p>MEMAC Member Name:</p> <p>EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification Report submitted: Yes/No</p>

(9) COMMUNICATIONS AND WARNING

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction communicates both internally and externally with all Emergency Management Program (EMP) stakeholders and emergency personnel. The local emergency manager shall disseminate disaster related information, and emergency alerts and warnings to response personnel, EOC staff, state and federal government officials, and the public. The system should be interoperable with other communication systems.

Planned Activities		Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> ▪ Identify the primary and secondary public alerting (i.e. Emergency Alert System (EAS) & Wireless Emergency Alerts (WEA), sirens, weather radio, etc.) systems used in the jurisdiction. ▪ Identify the primary and secondary public opt-in mass notification systems used in the jurisdiction. ▪ Verify if the jurisdiction is Integrated Public Alert & Warning System (IPAWS) compliant. ▪ If jurisdiction is not IPAWS compliant, document if your jurisdiction is in the process of becoming IPAWS compliant. ▪ If jurisdiction is not working towards IPAWS compliancy; indicate reason. ▪ Participate in monthly IPAWS proficiency demonstration with the IPAWS Test Lab between 10/1/20-12-31-20. ▪ Participate in district and/or statewide radio testing between 10/1/20-12/31/20 ▪ Participate in district and/or statewide MI CIMS drills/exercises between 10/1/20-12/31/20. 	<p>Primary Public Alerting System: _____ Secondary Public Alerting System: _____</p> <p>Primary Mass Notification System: _____ Secondary Mass Notification System: _____</p> <p>Jurisdiction is IPAWS compliant: Yes/No/IPAWS is on a County Level.</p> <p>Jurisdiction is in the process of becoming IPAWS compliant: Yes/No/IPAWS on County level.</p> <p>Reason why jurisdiction is not working towards IPAWS compliancy: _____</p> <p>IPAWS Proficiency Demonstrations Completed: # _____</p> <p>Radio Test Type/Number of Radio Tests: District: # _____ State: # _____ Other: # _____</p>

	<p><i>MI CIMS Drill Type/Number of MI CIMS Drills/Exercises:</i> District: # _____ State: # _____</p> <p><i>Communication tests Type/Number of Communication tests:</i> Communication tests: _____, # _____</p>
<p>2nd</p> <ul style="list-style-type: none"> ▪ Document the jurisdiction's participation in any additional communication tests between 10/1/20-12/31/20. ▪ Participate in monthly IPAWS proficiency demonstration with the IPAWS Test Lab between 1/1/21-3/31/21. ▪ Participate in district and/or statewide radio testing between 1/1/21-3/31/21. ▪ Participate in district and/or statewide MI CIMS drills/exercises between 1/1/21-3/31/21. ▪ Document the jurisdiction's participation in any additional communication tests between 1/1/21-3/31/21. 	<p><i>IPAWS Proficiency Demonstrations Completed:</i> # _____</p> <p><i>Radio Test Type/Number of Radio Tests:</i> District: # _____ State: # _____ Other: # _____</p> <p><i>MI CIMS Drill Type/Number of MI CIMS Drills/Exercises:</i> District: # _____ State: # _____</p> <p><i>Communication tests Type/Number of Communication tests:</i> Communication tests: _____, # _____</p>
<p>3rd</p> <ul style="list-style-type: none"> ▪ Participate in monthly IPAWS proficiency demonstration with the IPAWS Test Lab between 4/1/21-6/30/21. ▪ Participate in district and/or statewide radio testing between 4/1/21-6/30/21. ▪ Participate in district and/or statewide MI CIMS drills/exercises between 4/1/21-6/30/21. ▪ Document the jurisdiction's participation in any additional communication tests between 4/1/21-6/30/21. 	<p><i>IPAWS Proficiency Demonstrations Completed:</i> # _____</p> <p><i>Radio Test Type/Number of Radio Tests:</i> District: # _____ State: # _____ Other: # _____</p> <p><i>MI CIMS Drill Type/Number of MI CIMS Drills/Exercises:</i> District: # _____ State: # _____</p> <p><i>Communication tests Type/Number of Communication tests:</i> Communication tests: _____, # _____</p>

4 th	<ul style="list-style-type: none"> ▪ Participate in monthly IPAWS proficiency demonstration with the IPAWS Test Lab between 7/1/21-9/30/21. ▪ Participate in district and/or statewide radio testing between 7/1/21-9/30/21. ▪ Participate in district and/or statewide MI CIMS drills/exercises between 7/1/21-9/30/21. ▪ Document the jurisdiction's participation in any additional communication tests between 7/1/21-9/30/21. ▪ Meet with local EAS/MAB region representatives between 10/1/20-9/30/21. ▪ Review and compare your jurisdiction's warning capabilities are compliant with the regional MAB, EAS plan by 9/30/21. 	<p><i>IPAWS Proficiency Demonstrations Completed:</i> # _____</p> <p><i>Radio Test Type/Number of Radio Tests:</i> District: # _____ State: # _____ Other: # _____</p> <p><i>MI CIMS Drill Type/Number of MI CIMS Drills/Exercises:</i> District: # _____ State: # _____</p> <p><i>Communication tests Type/Number of Communication tests:</i> Communication tests: _____, # _____</p> <p>EAS/MAB regional meetings were held – Yes/No Attended: # _____ Regional MAB/EAS Meeting.</p> <p>Capabilities were compared with regional MAB/EAS Plan: Yes/No</p>
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(10) OPERATIONS, PROCEDURES, AND FACILITIES

The Emergency Management Coordinator (EMC) shall develop procedures that reflect operational priorities including life, safety, health, property protection, environmental protection, restoration of essential utilities, and restoration of essential functions and coordination among all levels of government. Procedures shall also be developed to guide situation and Damage Assessment (DA), situation reporting, and incident action planning. The Emergency Management Program (EMP) shall have a primary facility Emergency Operations Center (EOC) capable of coordinating and supporting response and recovery operations. The EOC shall have activation, operation, and deactivation procedures that are updated regularly.

	<p>Planned Activities</p> <ul style="list-style-type: none"> ▪ Verify that the procedures for Requesting a Governor's Emergency or Disaster Declaration and State Assistance are up to date in the jurisdiction's plans or procedures by 12/31/20. 	<p>Action Taken (Local EM Status Report)</p> <p>Procedures are up to date in plans or procedures: Yes/No</p> <p>EOC activation, operation, and deactivation procedures are current: Yes/No</p>
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	<ul style="list-style-type: none"> ▪ Report updates to EOC activation procedures for the jurisdiction's EOC, provide a copy to the DC by 12/31/20. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Procedures have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>
<p>2nd</p>	<ul style="list-style-type: none"> ▪ Ensure that procedures for declaring a local "State of Emergency" and requesting a Governor's Emergency or disaster declaration, and state assistance are reviewed with the jurisdiction's public officials by 3/31/21. ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 1/1/21 and 3/31/21. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Procedures have been reviewed with public officials: Yes/No</p> <p>Major updates have been made: Yes/No</p> <p>Major updates have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>
<p>3rd</p>	<ul style="list-style-type: none"> ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 4/1/21 and 6/30/21. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Major updates have been made: Yes/No</p> <p>Major updates have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>
<p>4th</p>	<ul style="list-style-type: none"> ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 7/1/21 and 9/30/21. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Major updates have been made: Yes/No</p> <p>Major updates have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>

(11) TRAINING

The Emergency Management Coordinator (EMC) shall have a formal, documented training program composed of training needs, assessment, curriculum, course evaluation, and records of training. Necessary training includes: Professional Development Series (PDS), MI CIMS, Damage Assessment and NIMS training courses. The local emergency manager shall submit the Quarterly Training and Exercise Reporting Worksheet (EMD-65) and promote available Emergency Management (EM) training for all personnel, including EOC staff, specific to their responsibilities.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> ▪ Promote emergency management courses between 10/1/20-12/31/20. 	Emergency management course schedule has been promoted: Yes/No
2 nd	<ul style="list-style-type: none"> ▪ Promote emergency management courses between 1/1/21-3/31/21. 	Emergency management course schedule has been promoted: Yes/No
3 rd	<ul style="list-style-type: none"> ▪ Promote emergency management courses between 4/1/21-6/30/21. 	Emergency management course schedule has been promoted: Yes/No
4 th	<ul style="list-style-type: none"> ▪ Promote emergency management courses between 7/1/21-9/30/21. 	Emergency management course schedule has been promoted: Yes/No

(12) EXERCISES, EVALUATIONS, AND CORRECTIVE ACTIONS

The Emergency Management Program (EMP) shall have a documented exercise program that regularly tests the skills, abilities, and experience of emergency personnel, as well as plans, policies, procedures, equipment, and facilities. Exercises will comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP). The local emergency manager shall track all exercises on the Quarterly Training and Exercise Reporting Worksheet (EMD-065) including the type, hazards, grant funding, and number of participants, and submit this form.

All EMPG funded personnel receiving funding for any portion of their salary, benefits, or other expenditures must participate in no fewer than three exercises in the 12-month fiscal year grant period. Participation includes roles as exercise director, player, evaluator, controller, and assisting as a player in a simulation cell. Observation of an exercise will not count as participation.

One of the exercises must be conducted within the funded jurisdiction and test the local program Emergency Operations Plan (EOP). By authority conferred on the director of the department of state police by section 19 of 1976 PA 390, as amended, MCL 30.419 Per R 30.51 (Admin Code) each program shall have "(D) An exercise that tests the emergency operations plan at least once each fiscal year (October 1 to September 30)."

At least one After Action Report and Improvement Plan (AAR/IP) for an exercise which tests the local jurisdiction or programs EOP must be submitted to EMHSD each fiscal year via the District Coordinator.

Effort shall be made to submit the AAR/IP within 90 days of the exercise conclusion. It is requested that all AAR/IPs be submitted to EMHSD for tracking purposes.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> ▪ Submit EMD-065 – Quarter Training and Exercise Report by 1/10/21. 	EMD-065 has been submitted: Yes/No
2 nd	<ul style="list-style-type: none"> ▪ Submit EMD-065 – Quarter Training and Exercise Report by 4/10/21. 	EMD-065 has been submitted: Yes/No
3 rd	<ul style="list-style-type: none"> ▪ Submit EMD-065 – Quarter Training and Exercise Report by 7/10/21. 	EMD-065 has been submitted: Yes/No

4 th	<ul style="list-style-type: none"> ▪ Submit EMD-065 – Quarter Training and Exercise Report by 10/10/21. ▪ Develop and submit multi-year training and exercise plan for FY2022 – FY2024 by 9/30/21. 	<p>EMD-065 has been submitted: Yes/No</p> <p>Multi-year training and exercise plan has been submitted: Yes/No</p>
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(13) CRISIS COMMUNICATIONS, PUBLIC EDUCATION, AND INFORMATION

The Emergency Management Program (EMP) provides preparedness information and education to the public concerning threats to life, safety, and property. These activities include information about specific threats, appropriate preparedness measures, actions to mitigate the threats, including protective actions, updating the public website, and promoting hazard awareness weeks and campaigns such as “Do 1 Thing.”

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> ▪ Document efforts to educate the public about preparedness activities occurring between 10/1/20-12/31/20. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 10/1/20-12/31/20. 	<p><i>Data Presented/Type of Media:</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No: Media: _____ 8 signs of terrorism: Yes/No: Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>
2 nd	<ul style="list-style-type: none"> ▪ Document efforts to educate the public about preparedness activities occurring between 1/1/21-3/31/21. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 1/1/21-3/31/21. 	<p><i>Data Presented/Type of Media:</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ 8 signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____</p>

		Deployment/Activation: # _____
3 rd	<ul style="list-style-type: none"> ▪ Document efforts to educate the public about preparedness activities occurring between 4/1/21-6/30/21. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 4/1/21-6/30/21. 	<p><i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ 8 signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>
4 th	<ul style="list-style-type: none"> ▪ Document efforts to educate the public about preparedness activities occurring between 7/1/21-9/30/21. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 7/1/21-9/30/21. 	<p><i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ 8 signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>

(14) OTHER - Unscheduled EMERGENCY MANAGEMENT ACTIVITIES

List other emergency management work items not included in the preceding 13 EM Objectives.

	Action Taken
1 st	
2 nd	
3 rd	
4 th	

CONTACTS FOR ASSISTANCE

The following is a list Subject Matter Experts (SME) to assist with the information required on this report.

Name of SME	Contact Information	Specialty
Lt. Jeff Yonker	yonkerj@michigan.gov 517-284-3843 (office), 517-719-9767 (cell)	District 1 Coordinator
Lt. Timothy Ketvirtis	KetvirtisT@michigan.gov 586-726-6709 (office), 517-202-5597 (cell)	District 2N Coordinator
Lt. Nate McQueen	McQueenN@michigan.gov 734-287-5044 (office), 248-210-0672 (cell)	District 2S Coordinator
Lt. Charles Barker	BarkerC@michigan.gov 989-777-0650 (office), 810-223-8466 (cell)	District 3 Coordinator
Lt. Josh Collins	CollinsJ1@michigan.gov 269-657-6081 (office), 517-202-5545 (cell)	District 5 Coordinator
Lt. Orville Theaker	TheakerO@michigan.gov 269-953-6099 (cell)	District 6 Coordinator
Lt. Michael DeCastro	DecastroM@michigan.gov 231-499-8266 (cell)	District 7 Coordinator
Lt. Steven Derusha	DerushaS1@michigan.gov 906-293-8061 (office Newberry); 906-227-7504 (office Marquette); 517-898-5055 (cell)	District 8 Coordinator
F/Lt. Gabe Covey	CoveyG@michigan.gov 517-284-3989 (office), 517-927-5362 (cell)	State and Local Support Section Manager
Penny Burger	BurgerP@michigan.gov 517-898-0551 (cell)	Grants and Financial Management Section Manager
Amanda VanKoevering	VanKoeveringA@michigan.gov 517-819-7653 (cell)	Financial Analyst
Kim Richmond	RichmondK@michigan.gov 517-204-0211 (cell)	Grants Unit Manager
Kristie Helms	HelmsK@michigan.gov 517-648-6352 (cell)	Emergency Management Performance Grant Coordinator
Matt Schneppe	SchneppeM1@michigan.gov 517-256-1512 (cell)	Recovery Unit Manager
Mike Sobocinski	SobocinskiM@michigan.gov 517-284-3947 (office)	Hazard Mitigation Planning

Henrik Hollaender	HollaenderH@michigan.gov 517-284-3970 (office), 517-898-4225 (cell)	Local Planning/NIMS
Brenna Roos	RoosB@michigan.gov 517-284-3727 (office)	HMEP/LEPC/ SARA Title III
Brianna Briggs	BriggsB3@michigan.gov 517-230-2949 (cell)	Operations Management Section Manager
Jaclyn Barcroft	BarcroftJ@michigan.gov 517-230-2279 (cell)	Emergency Operations Unit Manager
Matt Cook	CookM1@michigan.gov 517-730-1689 (cell)	MI CIMS Coordinator
Jackie Hampton	HamptonJ@michigan.gov 517-243-0149 (cell)	Training and Exercise Section Manager
Tonya Nobach	NobachT@michigan.gov 517-284-3956 (office)	Training, Exercise, and Radiological Unit Manager
Danica Frederick	FrederickD3@michigan.gov 517-285-9714 (cell)	Training Officer
Shawn Ewing	EwingS2@michigan.gov 517-897-7576 (cell)	Exercise Officer
Sherrie Loader	LoaderS@michigan.gov 517-284-3656 (office)	Audit
Dale George	GeorgeD5@michigan.gov 517-284-3962 (office)	Public Information Officer
Vacant	Vacant	MSP/EMHSD Assistant Commander
Capt. Kevin Sweeney	SweeneyK@michigan.gov 517-284-3966 (office)	MSP/EMHSD Commander

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: September 23, 2020
SUBJECT: Recreation Passport Grant RFP Bid Opening/Results

SUMMARY OF ITEM TO BE PRESENTED:

In December 2019, Michigan’s Department of Natural Resources (DNR) announced that Wexford County had been selected for a \$95,000 award through the Recreation Passport Grant Program. These grant funds will go toward an estimated \$130,000 project for HVAC system improvements at the Wex.

Many steps were followed to obtain these funds and the Board approved Resolution 20-07 DNR Passport Grant was approved on February 19, 2020. There was a March 8, 2020 deadline to submit the signed agreement to the DNR.

The next step was to obtain a Prime Professional responsible for the planning services necessary for the design and construction of the project. The person is Scott Peedle, Licensed Professional Engineer of the State of Michigan.

The bid opening is scheduled for 2:30 p.m. September 23. The RFP is attached and a tabulation of the bids will be provided the day of the meeting.

RECOMMENDATION:

To become aware of the RFP specifications and the firms providing bids. The DNR will make the final decision according to the DNR Grant specifications.



Bid Documents

Project name: The Wex Capital Improvements
Project Number: RP19-0079

Bid Publication Date: Tuesday, September 1, 2020
Bid Submittal Deadline: Wednesday, September 23, 2020 at 2:30 p.m.
Submit in person to: Wexford County Administration Office
2nd Floor, Wexford County Courthouse
Or by mail to: Wexford County Administration Office
437 E. Division St.
Cadillac, MI 49601

Site Address: Wexford County Civic Center
1320 N. Mitchell Street
Cadillac, MI 49601

Grantee:
Wexford County
437 E. Division St.
Cadillac, MI 49601

Authorized Representative:
Janet Koch, County Administrator
437 E. Division St.
Cadillac, MI 49601
231-779-9453
jkoch@wexfordcounty.org

Prime Professional:
Scott Peedle, PE 6201052572
8199 Hagstrom Lane
Cadillac, MI 49601
231-388-0119 | scottpeedle@hotmail.com

Mr. Peedle is responsible for the planning services necessary for the design and construction of the project. His responsibilities include development of project specifications, review of project submittals, and general construction oversight.



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Description of the Project:

Wexford County has received a Recreation Passport Grant from Michigan's Department of Natural Resources for an HVAC System Upgrade at the Wexford Civic Center, known locally as the "Wex." The Wex, a County-owned facility, is the only venue in the greater Cadillac area that offers a 20,000 square foot indoor multi-functional facility, as well as the only ice rink in the area. The non-profit Boon Sports Management (BSM) took on management of the facility in 2014.

BSM developed a capital improvement plan for the aging facility, which identified a new HVAC system as a primary need. Providing a new HVAC system to replace the 1970s original units is necessary to continue providing quality recreation opportunities during all weather and seasonal conditions.

Therefore, Wexford County is seeking bids from qualified firms, on a competitive basis, for an upgrade of the Wexford Civic Center HVAC System.

- 1. Bid Submittal:** Bids must be delivered in a sealed envelope that is marked with the bidder's name and the words "Wex HVAC System Bid." Any bid received after **2:30 p.m. on Wednesday, September 23, 2020** will not be opened. Proposals must be signed by an official authorized to bind the firm to its provisions.
- 2. Bid Opening/Award:** Bids will be publicly opened at **3:00 p.m. September 23, 2020**, in the 2nd floor lobby of the Historic Courthouse. A final decision regarding project award by the Wexford County Board of Commissioners is anticipated on **Wednesday, October 7, 2020**. The County reserves the right to postpone the bid opening for its own convenience.
- 3. General Scope of Work:** Bid responses shall include all charges for delivery, labor, materials, design, equipment, services, and incidental costs such as permits and disposal fees that are necessary to complete the project as required. All proposals will remain in effect for at least 120 days to allow for review/approval by the Wexford County Board of Commissioners and then remain firm for the length of the contract from date of award by the Board of Commissioners.
- 4. Time of Completion:** The bid must contain an estimated start date and an estimated completion date of the project. The estimated project completion date will be a consideration in the awarding of contract.
- 5. Licensing and Permitting:** Contractor must hold any appropriate licenses and is responsible for obtaining the permits necessary to complete the work. The bid must include cost of obtaining such permits and all labor necessary to complete the project.
- 6. Mandatory Pre-Bid Site Visit Meeting:** Attendance at the pre-bid site visit is mandatory to be considered a qualified bidder. Meeting will be held at **1:00 pm on Wednesday, September 9**.
- 7. Bid Default:** In case of default by the bidder or contractor, Wexford County may procure the articles or services required by this agreement from other sources and hold the successful bidder responsible for any excess costs.
- 8. County Liability:** Officers, agents and employees of Wexford County will not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, the selected firm agrees to indemnify, defend and save harmless, the County, its officers, agents and employees from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from these bid documents. These same standards will apply to subcontractors of the selected firm. The County will be relieved from all risks of loss or to equipment or personnel, except when such loss or damage is due to the fault or negligence of the County.

9. **Bid Submittal Requirements**

- 9.1. Plans and Specifications: Bids must be submitted using the most recent Plans and Specifications, which can be viewed on the Wexford County website at <https://wexfordcounty.org/>
- 9.2. Addendums: Any and all addendums will be placed on the County's website. To be notified of addendums to the bid specifications, contact the County Administration office at 231-779-9453 or administration@wexfordcounty.org and provide an email address.
- 9.3. **Proof of Insurance:** The successful bidder agrees to provide proof of insurance as follows:
 - 9.3.1. Workers Compensation Insurance including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - 9.3.2. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1 million per occurrence and aggregate. Coverage shall include the following extensions: (a) Contractual Liability Coverage; (b) Products and Completed Operations Coverage; (c) Independent Contractors Coverage; (d) Broad Form General Liability Extensions or equivalent, if not already included.
 - 9.3.3. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1 million per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - 9.3.4. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: Wexford County, all elected and appointed officials, all employees and volunteers, all boards, commissioners, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Wexford County as additional insured, coverage afforded is considered to be primary and any other insurance Wexford County may have in effect shall be considered secondary and/or excess.
 - 9.3.5. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that a ten (10) day notice for non-payment of premium is required and a thirty (30) day notice is required for non-renewal, reduction, and/or material change, shall be sent to: County Administrator, Wexford County, 437 E. Division St., Cadillac, MI 49601.
 - 9.3.6. Proof of Insurance Coverage: The Contractor shall provide Wexford County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements.
- 9.4. **Surety Performance Bond:** As required by Michigan law (the Michigan Contractor's Bond for Public Buildings or Works Act, Public Act 213 of 1963), the contractor whose bid is accepted must provide a performance bond at its own expense with a company acceptable to the County in the full amount (100%) of the award. The bond shall be made payable to Wexford County. NOTE: Performance Bond will only be required if the awarded bid for this project is \$50,000 or greater.

All bidders shall include a letter from their bonding agent (labeled Exhibit A) and submit it with their bid documents, indicating that upon award of the contract, they will be able to secure required insurances plus a performance bond and maintenance and guarantee bond.

The performance bond shall serve as security for the faithful performance of this contract including any maintenance or warranty provisions and for the payment of all persons

performing labor or furnishing materials in connection with this contract. Premiums for the performance bond shall be paid by the contractor.

If at any time the County shall be dissatisfied with any surety or surety bond or performance bond, or if for any other reasons such bond shall cease to be adequate security for the County, the contractor shall within ten (10) days after notice from the County to do so, substitute an acceptable bond in performance and sum and signed by other sureties which are acceptable to the County. The premiums on such substitute bond shall be paid by the contractor.

The performance bond shall remain in full force and effect during the life of the contract and during the term of any warranty or maintenance required by the specifications. The contractor may not commence work until the performance bond has been received and approved by the County.

9.5. **Surety Payment Bond:** If subcontractors are to be used on the project, Contractor must provide a Materials & Labor Payment Bond insuring that the Contractor's subcontractors will be paid according to their subcontract.

9.6. After a contract has been negotiated and signed by both parties, the project may start immediately.

10. Questions: Any questions regarding the bid specifications shall be directed to Adam Kerr, Maintenance Director, at 231-779-9469 or maintenance@wexfordcounty.org.

Questions regarding the bidding documents shall be directed to Janet Koch, County Administrator and Authorized Representative, at administration@wexfordcounty.org or 231-779-9453.

All questions must be asked before 5:00 pm Thursday, September 17. All questions and accompanying responses will be tabulated and emailed to those who signed up to receive addenda (see section 13.1) on Friday, September 18.

Contact with personnel of Wexford County other than the above stated persons regarding these bid documents will be considered grounds for elimination from the selection process.

11. Acceptance and Rejection of Bids: The Contractor chosen by Wexford County, and all subcontractors, shall not discriminate against any worker, employee, or applicant for employment because of race, color, religion, height, weight, marital status, national origin, ancestry, sex, age, (except where requirements as to age is based upon a bona fide occupational qualification), or disability (that is unrelated to the individual's ability to perform duties of a particular job or position) pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliot-Larsen Civil Rights Act). In addition, the Contractor chosen by Wexford County, and all sub-contractors, must comply with all requirements of 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended.

Wexford County reserve the right to reject any or all proposals, or any part thereof, 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.

Wexford County also reserves the right to reduce or eliminate this purchase without prior notice, and to issue post-bid addendums to clarify or request additional information including pricing.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by County, the successful bidder will, within ten (10) consecutive calendar days after receiving notice of the acceptance of such bid proposal, provide proof of insurance and enter into a contract to furnish labor, equipment, and tools necessary to completely execute the work at the pricing provided in the attached cost proposal.



**Wexford County
 BID SUBMISSION FORM
 Project name: The Wex Capital Improvements
 Project Number: RP19-0079**

Bid Submittal Deadline: Wednesday, September 23, 2020 at 2:30 p.m.

Submit in person to: Wexford County Administration Office
 2nd Floor, Wexford County Courthouse

Or by mail to: Wexford County Administration Office
 437 E. Division St.
 Cadillac, MI 49601

1. **Wexford Civic Center HVAC Project Bid** \$ _____

Includes, but is not limited to, the following:

- HVAC and structural system design and calculations
- Provision and installation of four (4) 20 ton 460/3 phase rooftop units with 2 stage high heat, output capacity of 320 MBh
- Provision and installation of economizers, custom curb adaptors, new gas lines, new electrical wiring, and related equipment for new rooftop units
- Provision and installation of new CO sensor, WIFI thermostat controls, and ductwork
- Removal and disposal of existing ceiling heating units
- Removal and disposal of existing exterior and interior A/C units

2. Estimated start date _____

Estimated completion date _____

3. On-site meeting completed on September 9, 2020 (circle one) Yes / No

Contractor Information:

Company Name _____ Office phone _____

Address _____ Cell phone _____

Email _____

 Typed or printed name and title of official authorized
 to find the firm to the provisions of the bid documents

 Signature of official authorized to bind
 the firm to the provisions of the bid documents.

Date _____

Failure to complete this form may be considered grounds for elimination from the selection process.



Plans and Specifications

Project name: The Wex Capital Improvements

Project Number: RP19-0079

Site Address: 1320 N Mitchell Street
Cadillac, MI 49601

Grantee: Wexford County
437 E. Division St.
Cadillac, MI 49601

Authorized

Representative: Janet Koch, County Administrator
437 E. Division St.
Cadillac, MI 49601
231-779-9453
jkoch@wexfordcounty.org

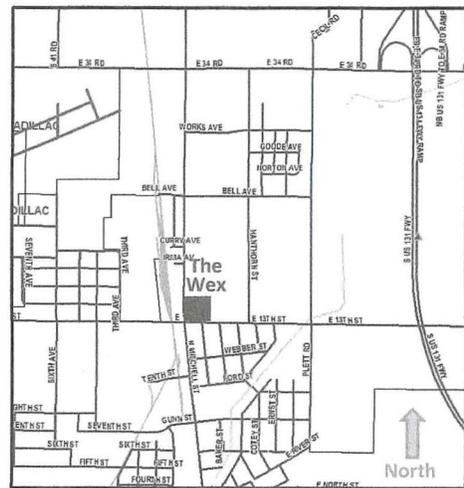
Prime

Professional: Scott Peedle, PE 6201052572
8199 Hagstrom Lane
Cadillac, MI 49601
231-388-0119
scottpeedle@hotmail.com

Mr. Peedle is responsible for the planning services necessary for the design and construction of the project. His responsibilities include development of project specifications, review of project submittals, and general construction oversight.

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Location Map



Seal

Utilities

Electric

Consumers Energy Co.
330 Chestnut St.
Cadillac, MI 49601
800-477-5050

Natural Gas

DTE Energy
1560 Marty Paul St.
Cadillac, MI 49601
800-477-4747

Sewer

Haring Township Utility Department
515 Bell Ave.
Cadillac, MI 49601
231-775-8822

Water

Haring Township Utility Department
515 Bell Ave.
Cadillac, MI 49601
231-775-8822

Michigan law requires that underground utility lines must be flagged BEFORE digging begins. Contact Miss Dig online, by calling 811, or by calling 1-800-482-7171 to request a Locate Ticket.

Permitting

The following entity issues building, plumbing, mechanical, and electrical permits for this property:

Wexford County Building Department
401 North Lake St.
Cadillac, MI 49601

Phone: (231) 779-9465, fax: (231) 779-9110
Email: building@wexfordcounty.org
Hours: Monday-Thursday 8:30 a.m. – 5:00 p.m.
Closed 12:00 – 1:00 pm. Closed Fridays

1. Equipment and Materials

The following must be provided and installed:

- a) Four (4) 20 ton 460/3 phase rooftop units with 2 stage high heat, output capacity of 320 MBh.
- b) Units shall be Trane Voyager or approved equivalent.
- c) Economizers for each unit.
- d) Custom curb adaptors and related equipment for new rooftop units.
- e) New CO sensor for the control of the economizers for the area.
- f) New WIFI thermostat controls with remote sensors and smoke detectors.
- g) New gas lines for each rooftop unit.
- h) New electrical wiring for new rooftop units and conduit from facility mechanical room to the rooftop units: 70 amps of 480/3ph. Install new disconnects at the units with 110 conv. outlets.
- i) Steel angle iron for supports under the units to be welded in the ceiling (for weight distribution). All structural support work shall be approved by a structural engineer. Structural calculations shall be made available for review prior to authorization to proceed.
- j) Duct hangars ductwork with diffusers for all rooftop units.

2. Labor

- a) Labor to include installation of curb on the roof for new rooftop units; Installation of welded supports in building for new rooftop units; Installation of all new rooftop units with gas pipe and electrical to units; Installation of WIFI thermostats for remote control and monitoring with thermostats to have remote sensors installed in the electrical room; Installation of one (1) CO sensor for the area to control the economizers; Installation of gas lines and ductwork with registers from drops.
- b) Labor also to include removal and proper disposal of the existing heating units in the ceiling.
- c) Labor is to include removal and proper disposal of existing exterior and interior A/C units.
- d) Labor shall also include full system design, commissioning, development of operations and maintenance manuals, and basic operating and maintenance training to designated personnel as identified by the County.

3. Warranty

Warranty must be a minimum of (5) five years parts and labor on the compressors and (2) two years on all other parts.

4. Notes

- a) Construction Submittals: Technical data sheets and installation instructions shall be provided to the Prime Professional for review and approval for all materials. No payment will be made for purchase or installation of any materials for which a submittal has not been approved. Shop drawings shall be provided as indicated. HVAC system design and calculations shall be the responsibility of the contractor and shall be performed by a licensed engineer in the State of Michigan. All design and design calculations shall be submitted to the Prime Professional prior to the commencement of any work activities. In addition to HVAC system design and calculations, the contractor will be responsible for providing engineering drawings and calculations to verify structural capacity of existing roof and/or any structural modifications to support rooftop units. All engineering items shall be performed by a qualified and licensed engineer in the State of Michigan.
- b) Construction Requirements: The contractor shall be responsible to repair any County property damaged or affected by the contractor's work to match the existing materials and finishes. The Contractor shall to the extent feasible purchase materials and supplies locally.
- c) Contractor must clean job site of all work-related debris.
- d) Contractor shall obtain all necessary permits.
- e) Per the fully executed project agreement between the County and the Michigan Department of Natural Resources, all new telephone and electrical wiring within the project area must be buried.
- f) It shall be the responsibility of the contractor to verify existing conditions and to identify all work elements in order to bid the project accordingly. If any missing elements or deviations are discovered, they must be brought to the attention of the County's authorized representative prior to submitting bid package.
- g) Bids will be considered all-inclusive for the work described and no extra payment will be awarded unless substantial differing site conditions are discovered.
- h) Contractor must file a safety plan and must follow Michigan Occupational Safety & Health Administration and similar applicable regulations.
- i) Contractor must follow applicable CDC recommendations, applicable Michigan Executive Orders, and applicable County policies regarding COVID-19.

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: September 23, 2020
SUBJECT: Clarification on MERS Contribution

SUMMARY OF ITEM TO BE PRESENTED:

On September 16, 2020 the Board of Commissioners approved the following motion: “to approve two equal FY 2020 payments for a total of up to 7.125% of the 2020 amended General Fund budget for an additional voluntary contribution to MERS in the surplus division.”

When working to implement the Board’s motion, which added fiscal flexibility, we’ve realized that the auditors will require clarification regarding the amount and timing of both payments.

The first payment could be for 50% of the originally intended additional contribution and be made immediately. The second payment amount could be determined at the second regularly scheduled Board meeting of December 16. Funding for both payments would come from the general fund’s fund balance.

RECOMMENDATION:

A motion to recommend the BOC approve a motion of clarification regarding additional voluntary contributions to MERS.

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: September 23, 2020
SUBJECT: FY 2021 Budget Discussion

SUMMARY OF ITEM TO BE PRESENTED:

As we all know, COVID-19 has impacted every nook and cranny of the County, not the least being the County's budget. Many extra purchases and services have been required, but many things have gone unpurchased. Some revenues have been down, others have seen an increase and federal and state grant monies could well assist us substantially.

The latest information from Lansing is that state revenue sharing payments will remain as previously expected for their fiscal year 2021. I am attending a MAC webinar on Monday, September 21, and expect to have more solid information regarding that at the meeting. Regarding county revenue, I have asked Joe Porterfield, Equalization Director, to appear at the meeting to provide an update on expectations.

Regarding expenditures, until we receive County-specific health insurance costs, I will be using a 7% increase as that is the industry trend. Wage increases have already been determined by previous Board actions for most employees. The annual pension cost is increasing by \$202,140.

With all the above in mind, the following points need clarification for the budget process to run smoothly and efficiently:

- **Additional appropriations:** Beyond the typical appropriations from the County's budget to outside agencies, there have been two requests for new appropriations; Alliance for Economic Success (\$5,000) and Veterans Serving Veterans - Octagon Building (\$20,000).
- **Additional Assistant Prosecutor:** The Prosecuting Attorney has requested an increased budget to allow for an additional assistant prosecuting attorney. Mr. Elmore is requesting a \$60,625.50 attorney salary with accompanying benefits, which would range from \$16,570 to \$30,430 depending on the current health insurance options available to employees.
- **Acceptable final budget:** As noted at previous meetings, the County has a solid fiscally responsible history of underbudgeting revenues and overbudgeting expenditures. This has resulted in a long history of contributing to the general fund balance year after year. However, future capital expenditures are a certainty, and a perfectly balanced budget can result with a neglect of these obligations. Corinna Hervey, financial advisor, has stated that a small overage of budgeted expenditures over revenues, which results in a budgeted use of fund balance to balance, is a common budgeting practice which is fiscally sound.

RECOMMENDATION:

Provide viable direction to the County Administrator regarding the above bullet points.

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: September 23, 2020
SUBJECT: Lake Street Server Room AC Unit

SUMMARY OF ITEM TO BE PRESENTED:

Both IT Right and Joe Porterfield, our Equalization Director who also serves as on-site IT assistance, have stated that replacement of the air conditioning unit in the Lake Street server room should be a priority.

The unit has failed a number of times, and in spite of repairs, future failures are almost a guarantee due to the fact that it is well past its expected life span. A failure has a potential for dire consequences to the equipment in the server room. That equipment includes expensive telecommunications equipment for the entire building, as well as expensive network servers.

Per policy, three quotes are required for a project of this size. Adam Kerr, Maintenance Director, has obtained those quotes, which are attached. Though this project is not budgeted, funds in line item 101-890-999.10 Contingencies are available.

RECOMMENDATION:

A motion to recommend the BOC approve the replacement of the air conditioner in the Lake Street server room.



Maveric Mechanical & Plumbing INC.

Estimate

1649 Leeson Ave.
Cadillac, MI 49601

Date	Estimate #
9/4/2020	4645

Phone # 231-444-6240 mavericmechanical@gmail.com
www.mavericmechanical.com

Name / Address
City of Cadillac 200 N. Lake St. Cadillac, MI 49601 cpacella@cadillac-mi.net

Project

Description	Qty	Rate	Total
Service @ Lake St Building Server Room Remove existing minisplit system Re-cover freon from system and dispose of equipment Install Mitsubishi P series cooling only system (1) Mitsubishi P series cooling only wall mount head (1) Mitsubishi P series cooling only condenser 3 piece wind baffle kit Lineset material Condensate drain to existing drain location Control wiring from condenser to indoor head 12" condenser stand Connect to existing line voltage (New liquid tight conduit from condenser to disconnect) Remote control Permit Start up Not responsible for sealing roof where new lineset passes through Tax Exempt		5,248.00	5,248.00
Total			\$5,248.00

Wilder Heating and Cooling
 11458 20 rd
 MANTON, MI 49663 US
 (231) 645-4822
 wilderheatingandcooling@yahoo.com
 wilderhvac.net

Estimate

ADDRESS
Wexford County Maintenance Dept 401 Lake St Cadillac, MI 49601

ESTIMATE #	DATE	EXPIRATION DATE
2933	08/31/2020	10/01/2020

SALES REP
 Jeremy Thon

ACTIVITY	QTY	RATE	AMOUNT
Provide and install Mitsubishi P series low temp mini split system Remove old Sanyo unit Install new Mitsubishi 18,000 Btu indoor head in data room Run new copper line set and control wire through the roof Connect to pvc drain lines Install Mitsubishi 18,000 Btu condenser on the roof with poly pad and 12 inch heat pump stand to keep the unit out of the snow Install low Ambient kit on unit with louvre package Connect copper line set and control wire Replace wire from the panel to the new Mitsubishi condenser, replace breakers in electrical panel Install new disconnect and electrical whip The old Sanyo unit is a single phase 120 volt system Electrical provided by licensed electrician Services Labor, materials, electrical and mechanical permits to complete job			7,739.87

TOTAL **\$7,739.87**

Accepted By

Accepted Date

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: September 23, 2020
SUBJECT: Ottawa County Juvenile Bed Rental Agreement

SUMMARY OF ITEM TO BE PRESENTED:

An agreement between Ottawa County and Wexford County for juvenile detention center bed rental is attached for consideration. The agreement is for three years, beginning on October 1, 2020.

There are several levels of compensation which are outlined on page 4.

RECOMMENDATION:

Administration recommends the Finance Committee forward to the full board for approval the agreement with Ottawa County.

OTTAWA COUNTY JUVENILE DETENTION CENTER
BED RENTAL AGREEMENT

This Agreement is made among WEXFORD COUNTY acting through the authority of the 28th Judicial Circuit Court and its legislative funding body, the County Board of Commissioners (collectively the “Placing Agencies”) and Ottawa County, acting through the 20th Judicial Circuit Court (“20th Circuit”) and its legislative funding body, the Ottawa County Board of Commissioners (“Ottawa”):

Whereas, the Ottawa County Juvenile Detention Center (“Detention Center”) is owned by Ottawa County but is a court not county operated juvenile detention facility that is managed by the 20th Circuit Court and is subject to the all rules and regulations under Michigan law pertaining to court management juvenile detention facilities;

Whereas, the Placing Court orders certain court wards into detention and/or treatment facilities; administers the local county Child Care Fund (“Placing CCF”); and desires to enter into this Agreement for the purpose of renting secure detention and treatment beds for delinquent juveniles within its jurisdiction;

Now, therefore in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I
TERM OF CONTRACT

This contract shall begin on October 1, 2020 and will be effective for three (3) years unless terminated earlier as provided herein or as amended by the parties in a like writing signed by all parties. Any party may terminate this Agreement by giving the other parties written notice, postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

II
THE DETENTION CENTER'S DUTIES

1. House juvenile offenders ("Juveniles") under the jurisdiction of the Placing Court at the Detention Center. The Detention Center will treat all such Juveniles with respect and in the same manner as other juveniles housed at the Detention Center in accordance with the policies, rules, and regulations of the 20th Circuit and the Michigan Department of Health and Human Services, Bureau of Regulatory Services.
2. In addition to the occupancy of a secured bed/board and care, various treatment services may be available to a juvenile from the Placing Court upon mutual agreement. Additional costs related to the case while a juvenile is in the care of the Detention Center (e.g. psychological or other assessment/testing) fall outside this Agreement and may be arranged with the 20th Circuit, and such arrangement will be documented at the Detention Center and the Court.
3. Although nothing herein shall be considered a third party beneficiary contract nor a waiver of the 20th Circuit's or Ottawa's governmental immunity or any other defense, including but not limited to the fact that the employee's and/or officer's behavior might be outside the scope of employment, and without waiving or modifying the Ottawa Indemnitees' defense and indemnification rights below, the Detention Center and the 20th Circuit will defend and indemnify the Placing Agencies from any liability alleged or imposed as a result of the gross negligence or intentional conduct of an Ottawa Indemnitee. The Placing Agencies must promptly notify Ottawa of any such claim so that Ottawa can defend.

III
THE PLACING AGENCIES AGREE TO:

1. Conduct appropriate and necessary legal proceedings and provide the Detention Center with a valid court order detaining the Juvenile(s).
2. Contact the Detention Center Superintendent (or designee) to make the initial referral and determine bed space availability. If substance abuse treatment is being sought for the referred juvenile prior to this call, the Placing Court will have the juvenile assessed by a substance abuse provider for the appropriate clearances necessary for this type of treatment.
3. Obtain medical releases for the Juvenile and provide all information requested by the Detention Center's administrative staff. The Placing Agencies will also be responsible for all necessary arrangements, such as transportation, prescriptions, surgery, post-surgical care, psychological testing, medical and dental care and costs of all desired services not normally provided at or by the Detention Center or its staff, including, but not limited to, medical, dental, mental health, optical care or testing for the conditions not directly related to or arising from housing of the Juvenile at the Detention Center.
4. Provide weekly contact between the Placing Court's caseworker and Juvenile, unless other specific arrangements to the contrary are agreed upon by the Detention Center.
5. Hold harmless and defend and indemnify Ottawa and/or the 20th Circuit and their judges, officers and employees ("Ottawa Indemnitees") from any and all claims of or for liability, loss or damage, including but not limited to defense costs and attorney fees that the Ottawa Indemnitees may suffer arising out of, or in connection with the detention of a Juvenile pursuant to this Agreement, including but not limited to any services provided by the Detention Center, but excluding costs and liability arising from the gross negligence

or intentional acts of the Ottawa Indemnitees. The Placing Agencies further agree that Ottawa may select defense counsel and arrange for the defense of any such liability claims asserted against the Ottawa Indemnitees and the Placing Agencies will reimburse Ottawa for any reasonable costs and fees incurred to defend against any claims, demands, actions or suits brought against the Ottawa Indemnitees arising out of or in connection with service to the Juvenile(s) hereunder, provided that such reimbursement obligation shall not apply to any defense costs or attorneys' fees associated with a judicial finding that an Ottawa Indemnitee is liable for a tort of gross negligence and/or an intentional tort against the Juvenile.

IV COMPENSATION

1. In consideration for the services provided by the Detention Center under the terms of this agreement, for youth referred to it by the Placing Court and accepted by the Detention Center, the Placing Agencies agree to reimburse Ottawa in accordance with the terms specified below:

- A. Detention bed rental - \$175.00 per day
- B. Lighthouse Program - \$195.00 per day
- C. Specialized/Individualized Treatment Program - \$195.00 per day
- D. Psychological Assessments - \$400.00 per assessment (if done by the 20th Circuit; additional costs for specialized testing may be higher based on agreement from the Placing Court)

2. The 20th Circuit will submit an invoice to Placing Court by the tenth (10th) working day of the month following the month in which services were provided. The invoice will list the names of juveniles and the days of service provided as well as the per diem rate.

3. The Placing Agencies shall issue payment within thirty (30) days from receipt of the invoice. Questions or discrepancies must be submitted in writing to the Detention Center within ten (10) days of receipt of the invoice.

4. The Placing Agencies recognize the Detention Center has calculated the rates above based on its actual costs. By signing this Agreement and placing the Juvenile(s) in the Detention Center, the Placing Court is finding that services of the Detention Center are necessary for the Juvenile(s) and the fees reasonable and necessary for his, her or their treatment, irrespective of any limitation on reasonable and necessary costs imposed by the State of Michigan or limitation on state contributions to the local Child Care Fund.

5. The Placing Agencies further recognize the Detention Center reserves the right to change programs and/or increase costs and fees of the programs above as costs dictate in the sole discretion of the 20th Circuit Court. The Detention Center shall endeavor to give advanced notice of any increases and to keep increases to a minimum to the Placing Agencies, but circumstances may not enable such advanced notice.

V MISCELLANEOUS PROVISIONS

1. The Detention Center reserves the right to refuse admittance of any juvenile not under the jurisdiction of 20th Circuit when such admittance would unduly burden the facilities or create disadvantage for other juveniles under the management or jurisdiction of the 20th Circuit. In addition, The Detention Center may temporarily deny admission when the Detention Center census is too high. The Detention Center may also order the removal within twenty (24) hours of any juvenile whose continued presence is unduly detrimental to the welfare of such juvenile, or any juveniles in the Detention Center, or to the general operation of the detention facility. This right to order removal may be

invoked in situations when:

- A. Complete and proper documents are not presented with the juvenile at the time of detention;
- B. Medical conditions or injuries requiring immediate medical or mental health treatment;
- C. The juvenile is in such an emotional or distraught state as to be a risk to themselves or other juveniles at the Detention Center or employees in the Detention Center.

2. Neither party shall discriminate against or give preference to any Juvenile placed and cared for because of that Juvenile's race, color, creed, national origin, religion, sex or disability.

3. No officer, agent or employee of any of the parties to this Agreement shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

4. It is expressly acknowledged and agreed the parties shall observe the confidentiality of information, applicable provisions of Michigan Court Rules; County, State and Federal regulations pertaining to records, access to which is provided by Placing Court and/or 20th Circuit.

5. This Agreement may be modified or amended only by a writing duly executed by the parties as provided below.

6. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations or agreement between the parties, either verbal or written, are superseded by this Agreement. This Agreement

may only be modified by a written agreement signed and approved by all parties in a manner like the original Agreement's approval.

7. This Agreement is not intended as a third-party beneficiary contract and may not be assigned. No party may claim a benefit to or right in this Agreement or its provisions or services hereunder, except the parties signing below.

8. Any claim arising out of the performance of this Agreement or any of the services provided herein must result in a lawsuit against a party below within six (6) months of the date of the alleged performance breach or the date of the incident allegedly giving rise to the liability or shall be considered time-barred, waived or otherwise released and the party wishing to assert such a claim covenants that it will not file suit after such six (6) months has elapsed. In the event this provision is violated, the party violating stipulates to the immediate dismissal of such a lawsuit and payment of reasonable attorney's fees.

28TH CIRCUIT COURT / WEXFORD COUNTY

By: _____
Honorable Edward D. Van Alst, Family Division Judge
28th Judicial Circuit Court

Dated: _____

By: _____
Gary Taylor, Chairperson
Wexford County Board of Commissioners

Dated: _____

20th CIRCUIT COURT / DETENTION CENTER

By: _____
Honorable Jon A. Van Allsburg, Chief Judge
20th Circuit Court

Dated: _____

By: _____
Roger A. Bergman, Chairperson
Ottawa County Board of Commissioners

Dated: _____

By: _____
Justin F. Roebuck
Ottawa County Clerk/Register of Deeds

Dated: _____

10/7/2020

G.11.

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

Adj #	Acct	Acct Description	Revenue	Expense	a.
20201001	249.000.699.00	Appropriate Fund Balance	\$ 500		
	249.000.727.00	Office Supplies		\$ 500	
		Under budgeted office supply line item.			
20201002	101.265.800.00	Contracted Services - B&G		\$ (80,300)	b.
	101.266.800.00	Contracted Services -Lk. St.		\$ 46,900	
	101.268.800.00	Contracted Services -DHD#10		\$ 33,400	
		Courthouse, Lk. St. and DHD#10 were budgeted under the Courthouse. Splitting out the three costs will give a clearer budget for 2021.			