



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, March 17, 2021 beginning at 4:00 p.m. in the Commissioner of the Historic Courthouse in Cadillac, MI, 49601.

PUBLIC PARTICIPATION

In accordance with the Michigan Department of Health and Human Services Gathering and Face Mask Order and to prevent further spread of the COVID-19 virus, **public participation will be remote only**. Staff and the Wexford County Board of Commissioners may attend the meeting in-person, or by one of the following three ways:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 749 610 4141#
- **By Computer:** Go to the Zoom Web Site (zoom.us). Click on “Join a Meeting.” Join using Meeting ID 749 610 4141.
- **By Smartphone:** Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 749 610 4141.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS / DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENTS

The Board welcomes all public input.

I. CONSENT AGENDA

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

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

- 1. Approval of the March 3, 2021, Regular Meeting Minutes 1

J. AGENDA ITEMS

1.	Resolution 21-10 911 Fee Diversion (<i>Executive 3/9/21</i>)	6
2.	Letter of Understanding – Building Department (<i>Executive 3/9/21</i>).....	9
3.	Salvage Vehicle Agreement Renewal (<i>Finance 3/16/21</i>)	10
4.	USDA Cooperative Law Enforcement Agreement (<i>Finance 3/16/21</i>).....	18
5.	Cadillac Janitorial Contract Extension (<i>Finance 3/16/21</i>).....	34
6.	Residential Stability Services Agreement (<i>Finance 3/16/21</i>).....	36
7.	Budget Amendment(s)	

K. ADMINISTRATOR’S REPORT

L. CORRESPONDENCE

M. PUBLIC COMMENTS

N. LIAISON REPORTS

O. BOARD COMMENTS

P. CHAIR COMMENTS

Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, March 3, 2021

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

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

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

1. Added J2a-Revision to Policy
2. Added J2b-Chief Deputy Wage Increase

Approval of the Agenda

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

Roll Call: Motion passed unanimously.

Employee Recognition- *None*.

Presentation and Reports- *None*.

Public Comment- *None*.

Consent Agenda

1. Approval of the February 17, 2021, Regular Meeting Minutes
2. Appointment to Standing and Special Committees
3. 84th District Court Magistrate Appointment

MOTION by Comm Bengelink, seconded by Comm Bush to approve the Consent Agenda.

Roll Call: Motion passed 9-0

Agenda Items

1. Resolution 21-09 Extending Appreciation for Alan Cooper
MOTION by Comm Nichols, seconded by Comm Potter to approve Resolution 21-09 Extending Appreciation for Alan Cooper's Dedicated Service.

Roll Call: Motion passed 9-0.

2. Chief Deputy's Salary Increase
 - 2a. Revision to Policy

MOTION by Comm Townsend, seconded by Comm Bengelink to revise the Policy B-8.0.C.3 to designate the Chief Deputy Clerk, Treasurer, and Register of Deeds for the wage standpoint of M2, Level 6 employee.

Roll Call: Motion passed 8-1 with Comm Theobald voting against the motion.

2b. Chief Deputy Wage Increase

MOTION by Comm Bengelink, seconded by Comm Potter to approve the wage increase for Chief Deputy Clerk, Register of Deeds, and Treasurer as recommended by the Human Resource Committee.

Roll Call: Motion passed 8-1 with Comm Theobald voting against the motion.

3. Part-Time Wage Scale

MOTION by Comm Nichols, seconded by Comm Bush to approve the part-time wage scale for the Substance Abuse Tester, Animal Shelter Attendant and Court Bailiff.

Roll Call: Motion approved unanimously.

4. Intrado Life & Safety Solutions

MOTION by Comm Bengelink, seconded by Comm Bush to approve the purchase of Intrado Life & Safety Solutions upgrade to the Viper 911 system in the amount of \$12,000 and authorize the Chairman to sign the agreement.

Roll Call: Motion approved unanimously.

5. Bid Award-WEX HVAC

MOTION by Comm Bengelink, seconded by Comm Nichols to award the Wex HVAC bid to 1st Choice Heating and Cooling in an amount not to exceed \$165,337 and request a contract for review by County Counsel.

Roll Call: Motion passed 9-0.

6. Letter of Intent-Old Jail Property

MOTION by Comm Theobald, seconded by Comm Nichols to accept the Letter of Intent by US Federal Properties Co. for the proposed acquisition of the Old Jail Property and authorize the Chairman to sign the letter of intent.

Roll Call: Motion passed unanimously.

7. Budget Amendment(s)-
MOTION by Comm Bengelink, seconded by Comm Bush to approve the budget amendment dated 3/3/2021.

3/3/2021

**Wexford County Board of Commissioners
 Amendments to the 2021 Budget**

Adj#	Acct	Acct Description	Revenue	Expense	
20210201	101.229.702.02	Supervisory Staff		\$ (3,200)	(a)
	101.229.800.00	Contracted Services Window tinting/security film of the entire office windows		\$ 3,200)

Administrator’s Report-

Administrator Koch provided the Board with a written report.

Correspondence-

Public Comments-

Lorne Haase thanked the Board for honor Al Cooper.

Al Cooper thanked the Board for the resolution they passed, as well as their support throughout the years.

Liaison Reports-

Comm Nichols attended the Northwest Community Action Agency meeting. They will be coming to the Board on April 7th for a report on the weatherization of homes. She also attended the District 10 Health Department meeting where there were a lot of updates on COVID.

Comm Theobald informed the Board that the Fair Board is looking at a free circus this year. Dates will be coming. They also received a grant to fix the grandstands. It is a 50/50 grant, with the County to contribute 50% of the 50%. They will be doing online entries for the fair this year. They are also looking into the issues with having campers on the grounds.

Comm Theobald also attended the DHHS meeting. They are working on a pilot program for intensive CPS. They are in need of foster care parents. They also have a new prosecutor for their cases, Ron Sims.

Board Comments

Comm Potter stated he was a Commissioner of the employee. He tries to look out for County employees in each way possible. In a COVID year, we were still able to do many things including First Responder pay, additional positions in the Prosecutor's office, and a multi-year contract with the Administrator. Some of the feedback received from other County employees has discouraged him. He's been asked why staff is being added to the Prosecutor's office and not another office. He's been asked why the Administrator received a 2% increase, when employees received a \$1. He's been accused of showing favoritism to the Clerk, Treasurer, and Register of Deeds, when it wasn't even voted on. He was also bothered by statements made of "why should they make what I make?" These employees take positions knowing the pay, knowing the position, and if their Department Head feels they are undervalued, they need to bring it to the Board. That is what happened here. Employees should be happy their coworkers are receiving something like this.

Comm Hurlburt thanked Al Cooper for coming and his service. He wished him a happy retirement.

Comm Townsend echoed what Commissioner Potter had stated. Any complaints of not being looked at are false. Employees are always looked at. He also congratulated Al Cooper. He stated our Road Commission is the best run County.

Comm Bengelink agreed with what Commissioner Potter and Townsend had to say. He mentioned a letter that was emailed out to everyone from Michelle Hoytenga for signatures. He also read two quotes from Martin Luther King Jr and Eleanor Roosevelt.

Comm Bush thanked Al Cooper for his hard work and wished him a happy retirement.

Comm Theobald stated that tonight is another reason we need a wage study done. She congratulated Al Cooper on his retirement.

Comm Nichols concurred with the comments made by the other Commissioners, starting with Commissioner Potter. She is happy for the elected officials and their deputies. She also congratulated Al Cooper.

Chairman's Comments

Comm Taylor congratulated Al Cooper and stated he was very happy with the Chief increases.

Adjourn

MOTION by Comm Nichols, seconded by Comm Bengelink to adjourn at 4:26 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: March 17, 2021
SUBJECT: Resolution 21-10 911 Fee Diversion

SUMMARY OF ITEM TO BE PRESENTED:

The FCC is currently accepting comments to eliminate the diversion of 911 fees deemed not directly related to the 911 process.

The attached resolution is requesting that local government supports a broader use and interpretation of the phrase “directly related to the 911 process” and supports local decision making and local control regarding the utilization of 911 fees.

RECOMMENDATION:

The Executive Committee suggests that the full board approve Resolution 21-10 911 Fee Diversion.

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 seventeenth day of March 2021, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 21-10
WEXFORD COUNTY 911 FEE DIVERSION**

WHEREAS, The Federal Communications Commission (“FCC”) is accepting comments in its plan to eliminate the diversion of 911 fees for items it deems not directly related to the 911 process; and

WHEREAS, Michigan Public Act 32 of 1986 provides for each local 911 district to utilize 911 fees within certain limitations that are determined by the State and regularly audited for compliance with the limitations; and

WHEREAS, under Michigan law, allowable uses include radio systems, paging systems, pagers, automatic vehicle location (AVL) systems, and mobile data computers (MDCs); and

WHEREAS, FCC proposed rules impinge upon Michigan’s ability to determine the definition of allowable costs for 911 fees; and

WHEREAS, FCC proposed rules would eliminate the utilization of funds for radio infrastructure, mobile radios, portable radios, pagers, AVL systems and MDCs, critical to dispatching the 911 response; and

WHEREAS, Wexford County believes a broader use and interpretation of the phrase “directly related to the 911 process” should be adopted to include the entire 911 dispatching communication process; and

WHEREAS, the County of Wexford, Michigan believes that local decision making and local control regarding the utilization of 911 fees is paramount.

NOW, THEREFORE BE IT RESOLVED, that Wexford County, Michigan supports a broader use and interpretation of the phrase “directly related to the 911 process” and support local decision making and local control regarding the utilization of 911 fees.

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 forgoing is a true and complete copy of the Resolution 21-10 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on March 17, 2021 and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

WEXFORD COUNTY BUILDING DEPARTMENT

401 N. Lake Street
Cadillac MI 49601
Phone: (231) 779-9465
Email: building@wexfordcounty.org
Website: www.wexfordcounty.org



BOB SCARBROUGH
Building Official
BRUCE FINNERTY
Plumbing/Mechanical Inspector
SCOTT WADDELL
Electrical Inspector
BROOKE FULLER
Administrative Assistant

LETTER OF UNDERSTANDING

The purpose of this letter is to set forth certain understandings between Wexford County as the employer and Tony Gagliardo as the employee to provide services for the Wexford County Building Department on a temporary basis as an irregular part time employee.

Tony Gagliardo will provide inspection services as assigned by the department head on the days required by the department at a rate of \$40.00 per hour with no entitlements to any benefits as afforded full time employees (health insurance, holiday pay, vacations, personal time, sick time, etc.). This is an "at will," non union position. Wexford County will cover the employee against on-the-job injury and any other normal liability under its current insurance coverage. The employee is to use County vehicles for traveling from inspection to inspection and will not be compensated in any form including mileage for the use of his personal vehicle.

Gary Taylor
Chairman Wexford County Board of Commissioners

Tony Gagliardo
Employee

Date: _____

Date: _____

Michael Bengelink
Chairman Wexford County Human Resources Committee

Date: _____

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: March 17, 2021
SUBJECT: Salvage Vehicle Inspection Agreement

SUMMARY OF ITEM TO BE PRESENTED:

The Sheriff's Office would like to continue the agreement for Salvage Vehicle Inspections, fourth and final one-year extension. This agreement allows for individuals to present their untitled vehicle to a State licensed inspector for examination and acquire a salvage certificate of title allowing the vehicle to be driven on a highway.

Sheriff Taylor contacted retired Undersheriff Martin Dahlstrom to confirm his desire for continuance of the agreement.

The owner of the vehicle submits payment in the amount of \$100.00. The inspector receives \$50.00, and the County receives \$50.00.

RECOMMENDATION:

The Finance Committee should recommend to the full board to approve the extension.



COUNTY OF WEXFORD

Board of Commissioners

Courthouse
Cadillac, Michigan 49601

May 6, 2020

Mr. Martin Dahlstrom
9472 S. 33 Rd.
Cadillac, MI 49601

Dear Mr. Dahlstrom:

Pursuant to Article XII of the April 5, 2017, Salvage Vehicle Inspections Agreement between Wexford County and yourself, the Board of Commissioners is providing notice that the County would like to exercise its third one-year extension of the agreement taking the new expiration date to April 30, 2021.

Your current insurance policy required by the County's agreement, Section VIII, has expired. Please provide the Administration Office with an updated policy.

Sincerely,

Gary Taylor, Chairman
Board of Commissioners

GT/njk

cc: Sheriff

SALVAGE VEHICLE INSPECTION AGREEMENT

THIS AGREEMENT, made and entered into this fifth day of April, 2017, by and between the COUNTY OF WEXFORD, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the Wexford County Sheriff's Office (hereinafter referred to as the "Sheriff's Office") and MARTIN DAHLSTROM, (hereinafter referred to as the "Contractor").

RECITALS:

WHEREAS, under Michigan law, motor vehicle titles are branded with various legally required designations meant to convey certain information about the history of the vehicle. Such designations include "totaled," "salvaged," and "rebuilt." A salvage certificate of title authorizes the holder of the title to possess, transport, but not drive upon a highway, and transfer ownership in, a vehicle. MCL 257.217c(12). However, a vehicle with a salvage certificate of title may be driven on a highway after an inspection by a State licensed inspector. MCL 257.217c.

WHEREAS, by law, only persons who are specially trained, as provided by the Secretary of State, and authorized by the Secretary of State, are eligible to perform the requisite inspection. Those individuals are limited to either a current police officer or a previously certified police officer who is specially deputized as a limited enforcement officer to conduct salvage vehicle inspections. The Secretary of State issues a certificate to an officer who completes the special training provided in Lansing by the Secretary of State.

WHEREAS, the County and Sheriff's Office requires a salvage inspection and other related services by a certified inspector which comports with Michigan law; and

WHEREAS, the Contractor has submitted a proposal to the County to provide the County with the salvage inspection and related services that the County and Sheriff's Office requires; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

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

I. SERVICES TO BE PROVIDED BY THE CONTRACTOR. The Contractor shall provide the Sheriff's Office with salvage inspection and related services as it may require. The services to be provided by the Contractor shall include the following:

- A. Inspection of salvage vehicles which complies with MCL. 257.217c;
- B. Timely generating a report/certification which addresses or certifies all of the following:
 - (1) That the vehicle identification numbers and parts identification numbers are/are not correct.
 - (2) That the applicant has or does not have proof of ownership of repair parts used.
 - (3) That the vehicle complies or fails to comply with the equipment standards of MCL. 257.201.
- C. The report/certification required by paragraph (B) shall be made on a form prescribed and furnished by the Michigan Secretary of State in conjunction with the Michigan Department of State Police.

The above-stated services shall be available and provided to the Sheriff's Office during the normal business hours of the Sheriff's Office. The response time to requests for salvage inspection shall be reasonable, as determined by the Sheriff's Office.

In addition to the above-stated services, the Contractor shall be responsible for maintaining any and all certifications necessary to perform salvage vehicle inspections, at the Contractor's own cost.

II. EQUIPMENT AND MATERIALS TO BE UTILIZED BY THE CONTRACTOR. The Contractor shall be responsible for providing, utilizing, and maintaining materials and equipment which is necessary to perform the services required by this Agreement. The Contractor shall further provide all necessary materials, including, but not limited to, fuel.

III. COMPENSATION. It is expressly understood and agreed that the Contractor shall be compensated for the services performed under this Agreement in accordance with the following:

- A. The Contractor shall receive from the Sheriff's Office the sum of \$50 per vehicle based on the \$100 charged to the vehicle owner. The Contractor shall receive no other compensation, including travel or mileage reimbursement.
- B. The Contractor shall only be entitled to payment of the compensation set forth in paragraph A after Contractor obtains a complaint number (used to track the transaction) from the Sheriff's Office and only after the contractor submits a completed report/certification which comports with Article I of this Agreement.

- C. The Contractor shall, submit a bill to the Sheriff's Office for services performed since the submission of the immediately preceding bill. Each bill shall set forth the services provided, the complaint number, the date provided, the charge therefore, and the total sum due and owing. The County shall pay the bills received from the Contractor, in accordance with the County's procedure for payment of Accounts Payable.

IV. COMPLIANCE WITH THE LAW. In performing the services to be conducted under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to meeting all the State of Michigan's certification requirements. In addition, the Contractor shall be eligible to provide the described services only so long as the Contractor is specially deputized by the Wexford County Sheriff as a limited enforcement officer to conduct salvage vehicle inspections

V. NONDISCRIMINATION. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regards to employees and applicants for employment which include, but is not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated thereunder.

The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

VI. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the result to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor shall in no way be deemed to be and shall not hold themselves out as

an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors for work performed under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

VII. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor or any of the Contractor's employees, servants, agents, or subcontractors that may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are paid on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

VIII. INSURANCE. The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$100,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - (A) Contractual Liability;
 - (B) Products and Completed Operations;
 - (C) Independent Contractors Coverage;
 - (D) Broad Form General Liability Endorsement or Equivalent.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty

(30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Wexford County Sheriff's Office.

- E. Proof of Insurance - The Contractor shall provide to the County of Wexford at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the coverages and policies mentioned above. If so requested, certified copies of all policies will be furnished.
- F. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

IX. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

X. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

XI. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not subcontract or assign its duties and/or obligations under this Agreement.

XII. AGREEMENT PERIOD. This Agreement shall commence upon the 1st day of May, 2017, and shall continue through the 30th day of April, 2018, at which time this Agreement shall terminate, unless extended by the County as authorized in this section.

It is expressly understood and agreed by the parties hereto that the County shall have four (4) options to extend the term of this Agreement. Each extension option shall be for one (1) year and may be exercised by the County's delivery prior to the end of the current term by written notice to the Contractor of its intention to extend the term of the Agreement. If such notice is not given, this Agreement shall terminate at the end of its current term.

It is expressly understood and agreed that this Agreement shall automatically terminate upon any of the following:

- A. Upon 30 days written notice by the County or Sheriff's Office terminating this Agreement;
- B. Immediately upon the Wexford County Sheriff withdrawing or revoking the Contractor's special deputy status as a limited enforcement officer to conduct salvage vehicle inspections; or,
- C. Immediately upon the Contractor failing to obtain or maintain the requisite Secretary of State certificate to conduct salvage vehicle inspections.

XIII. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XIV. COMPLETE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XV. INVALID PROVISIONS. If any provision of this Agreement is held to be invalid it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

XVI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

WITNESSED BY:

COUNTY OF WEXFORD

Jami Bigger 3/15/2017
Date

By: Leslie D. Housler
Leslie Housler, Chairperson
County Board of Commissioners

Jami Bigger 3/15/2017
Date

By: Elaine Richardson
Elaine Richardson, County Clerk

ANGELA SCHALL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WEXFORD
My Commission Expires February 7, 2022
Acting in the County of Wexford

Ang Schall 2-23-17
Date

By: Trent Taylor
Trent Taylor, Sheriff

CONTRACTOR

Juli Atkinson 4/7/17
Date

By: Martin Dahlstrom
Martin Dahlstrom

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: March 17, 2021
SUBJECT: USDA Forest Service 2021 Cooperative Law Enforcement Agreement and Annual Operating and Financial Plan

SUMMARY OF ITEM TO BE PRESENTED:

A five-year agreement beginning January 2021 between Wexford County and the USDA – Forest Service, Huron-Manistee National Forests is attached for approval. The agreement will expire on December 31, 2025.

Also, presented for consideration is the 2021 Annual Operating and Financial Plan by the USDA Forest Service which begins January 1, 2021 and ends December 31, 2021. This operating and financial plan allows for the reimbursement of up to \$4,000 should the need arise for assistance within the national forest by the Sheriff's Office.

RECOMMENDATION:

The Finance Committee will forward a recommendation to the full board.



FS Agreement No. 21-LE-11090400-021

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
WEXFORD COUNTY SHERIFF'S DEPARTMENT
And The
USDA, FOREST SERVICE
HURON-MANISTEE NATIONAL FORESTS

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Wexford County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Huron-Manistee National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Wexford County Cooperative Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



- L. General law enforcement patrols of roads within and servicing National Forest lands and recreation areas. Remain flexible on focus areas based on cooperation with the Forest Service Officer assigned to the area. The Cooperator will report any incidents occurring on National Forest lands to the assigned Officer. This includes notification of accidents and complaints that occur or have the potential to impact the U.S. Forest Service.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

USDA, Forest Service
LEO Patrick Wiese
1170 Nursery Road
Wellston, MI 49660
Phone: (231) 942-4959
E-Mail: patrick.wiese@usda.gov

- C. The Forest Service will communicate any areas needing additional patrols or enforcement attention.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Trent Taylor, Sheriff Address: 1015 Lincoln St. City, State, Zip: Cadillac, MI 49601 Telephone: (231) 779-9216 FAX: 231 779-0218 Email: ttaylor@wexfordcounty.org	Name: Richard Doehring, Undersheriff Address: 1015 Lincoln St. City, State, Zip: Cadillac, MI 49601 Telephone: (231) 779-9216 FAX: 231 779-0218 Email: rdoehring@wexfordcounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Patrick Wiese, LEO Address: 1170 Nursery Road City, State, Zip: Wellston, MI 49660 Telephone: (231) 942-4959 Email: patrick.wiese@usda.gov	Name: Audrey Swafford Address: 820 Rains Drive City, State, Zip: Gladstone, MI 49837 Telephone: (906) 428-5838 FAX: (906) 428-9040 Email: audreyross.swafford@usda.gov

- C. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon the Cooperator’s right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
 - 1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 - 2. Specific beginning and ending dates.
 - 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.



4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased,



equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - 1. Making an administrative offset against other requests for reimbursements.
 - 2. Withholding advance payments otherwise due to the Cooperator.



3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and



(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- T. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- U. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- W. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2025.
- X. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

TRENT TAYLOR, Sheriff
Wexford County Sheriff's Department

2-22-2021

Date



LESLIE M. AURIEMMO, Forest Supervisor
U.S. Forest Service, Huron-Manistee National
Forests

Date

GARY TAYLOR
Wexford County Commissioner

Date

MARY V. KING
Special Agent in Charge, Region 9

Date

The authority and format of this agreement have been reviewed and approved for signature.

CATHERINE ANSAMI
Digitally signed by
CATHERINE ANSAMI
Date: 2021.02.22
10:11:46 -06'00'

2/22/2021

CATHY ANSAMI
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



FS Agreement No. 21-LE-11090400-021
Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
WEXFORD COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
HURON-MANISTEE NATIONAL FORESTS**

2021 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Wexford County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Huron-Manistee National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #21-LE-11090400-021 executed on . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2021 and ending December 31, 2021.

Previous Year Carry-over: \$0
Current Calendar Year Obligation: NFLE09/1360 \$3000 and FDDS42/0904 \$1000
CY 2021 Total Annual Operating Plan: \$4000

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Trent Taylor, Sheriff Address: 1015 Lincoln St. City, State, Zip: Cadillac, MI 49601 Telephone: (231) 779-9216 FAX: 231 779-0218 Email: ttaylor@wexfordcounty.org	Name: Richard Doehring, Undersheriff Address: 1015 Lincoln St. City, State, Zip: Cadillac, MI 49601 Telephone: (231) 779-9216 FAX: 231 779-0218 Email: rdoehring@wexfordcounty.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Patrick Wiese, LEO Address: 1170 Nursery Road City, State, Zip: Wellston, MI 49660 Telephone: (231) 942-4959 Email: patrick.wiese@usda.gov	Name: Audrey Swafford – Program Asst. Address: 820 Rains Drive City, State, Zip: Gladstone, MI 49837 Telephone: 906-428-5838 FAX: 906-428-9040 Email: audreyross.swafford@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

0.58/mile patrolled

For planning purposes, the prevailing officer rate (wages plus fringe benefits) will be reimbursed at a rate not to exceed \$40.00/hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Patrol all National Forest system roads within Wexford County. Priority should be given to those roads leading to campgrounds or other heavily used areas of the Forest. Alternative patrol vehicles may be used, for example: vehicle, ATV/UTV and snowmobile.

C. Patrol all roads/trails on National Forest system roads within Wexford County.

D. Patrol in the following campgrounds, developed sites, trailhead parking lots or dispersed areas:

1. Peterson Bridge Campground area
2. Peterson Bridge Canoe Landing area
3. Dobson Bridge Canoe Landing area
4. Ravine Area
5. Fairchild Creek Area
6. Caberfae Way Trailhead Parking lot
7. Caberfae Tower/Overlook Area
8. Cadillac West Trailhead Parking lot



9. Mackenzie Trailhead Parking lot
10. Pine River Corridor area
11. Stoddard Lake Area
12. Brandy brook Area
13. Briar Hill Area
14. Hemlock Campground area
15. Seton Creek Campground/ Recreation Area
16. Meauwataka Area

Total reimbursement for this category shall not exceed the amount of: \$4000

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

None identified at this time.

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

- A. Miscellaneous materials and supplies, i.e. batteries, camera film, flashlights, ammo, etc. may be purchased upon written request submitted to the Forest Service by the Cooperator. Granting of this request will be dependent upon funds being available, with funding for patrols being first priority. If excess funds are, or do become available, the Forest Service will notify the Cooperator that funds are available for reimbursement up to and not exceeding **\$500**. Unless otherwise amended, patrol activities and the authorized purchase of equipment shall not exceed the total.

Total reimbursement for this category shall not exceed the amount of: \$500.00

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for



reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The Cooperator shall furnish the U.S. Forest Service with **itemized statements monthly**, for which reimbursable expenditures occurred. The statements shall be in sufficient detail to allow the U.S. Forest Service to tie these expenditures back to the reimbursable expenses and rate schedule contained in I-B of this operating plan. The Cooperator shall certify these statements as being current and proper.



B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$4000	NA
Training		
Equipment		
Special Enforcement Situations		
Total	\$4000	NA

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

TRENT TAYLOR, Sheriff
Wexford County Sheriff's Department

Date

GARY TAYLOR, County Chairperson
Wexford County

Date

LESLIE M. AURIEMMO, Forest Supervisor
U.S. Forest Service, Huron-Manistee National
Forests

Date



MARY V. KING
Special Agent in Charge, Region 9

Date

The authority and format of this agreement have been reviewed and approved for signature.

CATHERINE ANSAMI
Digitally signed by
CATHERINE ANSAMI
Date: 2021.02.22
10:17:54 -06'00'

2/22/2021

CATHY ANSAMI
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: March 17, 2021
SUBJECT: Cadillac Janitorial Contract Extension

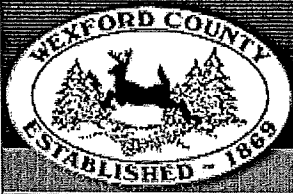
SUMMARY OF ITEM TO BE PRESENTED:

Cadillac Janitorial, Maintenance and Administration met to discuss the continuing of the janitorial contract which will expire March 31, 2021. See attached letter.

Administration and Maintenance both agree to extend the contract for two more months.

RECOMMENDATION:

The Finance Committee will inform the full board regarding its recommendation.



WEXFORD COUNTY, MICHIGAN

Administration Office, 437 E. Division, Cadillac, MI 49601 231-779-9453 231-779-9745 FAX

April 5, 2018

Mr. Carl Ouwinga, President
Cadillac Janitorial, Inc.
PO Box 622
Cadillac, MI 49601

Dear Carl:

Thank you for taking the time to meet with us. It was nice to be reassured that Cadillac Janitorial is willing to put forth the initiative to maintain a clean appearance and environment to the Wexford County buildings.

This letter will confirm Wexford County's notice to extend the janitorial agreement taking the new expiration date to March 31, 2021.

Sincerely,

Handwritten signature of Elaine L. Richardson in cursive.

Elaine L. Richardson, Co-Administrator

Handwritten signature of Jayne Stanton in cursive.

Jayne Stanton, Co-Administrator

/njc

cc: Adam Kerr, Maintenance Director

March 4, 2021

Wexford County Community Corrections
Misty Stark
437 East Division Street
Cadillac, MI 49601

Dear Ms. Stark,

Enclosed is a subcontract for agreement OSCY21-06 with Wexford County Community Corrections for Residential Stability Services. The terms of this agreement are effective April 1, 2021 through March 31, 2022.

Please obtain the appropriate signature on the subcontract and return one copy in the envelope provided no later than April 1, 2021.

Please also complete and return the three following releases and acknowledgements for any staff providing direct services/in contact with Offender Success participants:

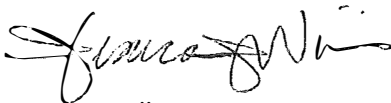
- Attachment B *"Criminal Background Check Authorization"*
- Attachment C *"Security Awareness Acknowledgment"*
- Attachment D *"MDOC Vendor Handbook"*

In order to be in compliance with MDOC requirements, after April 1, 2021 we will be unable to authorize any payment to Wexford County Community Corrections until the enclosed agreement has been signed and returned to Networks Northwest.

We also require all contractors to provide a copy of their certificate of general liability insurance, showing current coverage. Your insurance agency may fax this document to Keli Streeter at 231-929-5012.

Feel free to contact me with any questions or concerns.

Sincerely,



Jessica Willis, LMSW
Offender Success Regional Director

Housing Provider
Fee for Service Agreement
between
Northwest Michigan Council of Governments dba Networks Northwest--
Offender Success

And

Wexford County Community Corrections
437 East Division Street
Cadillac, MI 49601

A. This Agreement is made effective as of April 1, 2021 by and between NETWORKS NORTHWEST (hereinafter referred to as the "Agency") as the fiduciary for Offender Success program, P.O. Box 506, Traverse City, Michigan 49685-0506 and Wexford County Community Corrections, 437 East Division Street Cadillac, MI 49601. This Agreement is for the purposes of Residential Stability service delivery as defined in the Offender Success Service Parameters and outlined in Attachment A (Allowable Service Types – Descriptions Service Parameters) in this Agreement.

B. The Agency and Wexford County Community Corrections enter into this Agreement under the authority of Section 228 of Public Act 258 (1974), as amended.

I. Terms

This Agreement shall commence on April 1, 2021 and will remain in effect through March 31, 2022. The terms of this Agreement are limited by and may be modified depending on fund availability.

II. Purpose

The purpose of this Agreement is to establish the necessary partnership between the Agency and Wexford County Community Corrections allowing delivery of Residential Stability services to referred clients.

Execution of this Agreement does not create an obligation on the part of Wexford County Community Corrections to provide housing for any given client. It is clearly understood that Wexford County Community Corrections retains the right to determine, in its sole discretion, whether to enter into a housing arrangement with any given Offender Success client.

Under this Agreement, the sole obligation of the Agency is to provide limited housing payments for pre-approved clients. Wexford County Community Corrections may enter into a lease with an individual Offender Success client, but in no way shall the Agency be liable for any payment or cost under said lease, nor shall the Agency be considered a guarantor of any such lease. The

laws of the State of Michigan shall govern any landlord/tenant relationship between Wexford County Community Corrections and any Offender Success client. Wexford County Community Corrections shall hold the Agency harmless from any and all charges and costs related to that landlord/tenant relationship or any lease that Wexford County Community Corrections and Offender Success client may enter into.

This Agreement does not guarantee that a given number of clients will be referred or that Wexford County Community Corrections will be selected to provide Residential Stability services in any particular instance.

III. Description of Services

A. Both parties agree to:

1. Facilitate coordinated, authorized service delivery based on the Person Centered Planning model in as much as it is consistent with the Offender Success model.
2. Respond in a timely manner to request for information required in planning, development, and implementation of services and supports.
3. Share information, where not prohibited by law, as needed for the planning and implementation of services and supports.
4. Work with each client to best meet the needs of that client.
5. Assure that eligibility is not limited on the basis of race, creed, color, national origin, sex, age, mental or physical disability, marital status or political beliefs.
6. Resolve, in a timely manner, problems/issues that might arise during the execution of this Agreement.
7. Participate in the development of systematic data collection regarding the provision of services to eligible persons.
8. Work cooperatively to provide service coordination for each client.

B. The Agency agrees to:

1. Develop and communicate an understanding of the Offender Success model.
2. Provide Wexford County Community Corrections the necessary information to process referrals for authorized services from Fiscal Agent with Release of Information materials.
3. Develop appropriate follow-up procedures when required.
4. Make information available regarding changes in rules and regulations that affect mutually served clients.
5. Monitor compliance with this agreement and authorize payment for Wexford County Community Corrections for authorized service delivery as outlined in Attachment A, not to exceed \$15,000. Additional payment above and beyond \$15,000 may be allowed with approval from the Agency prior to service delivery.

C. Wexford County Community Corrections agrees to:

1. Develop and maintain an understanding of the Agency and Offender Success, and to comply with MDOC Work Rules as applicable.

2. Provide appropriate feedback to the Agency and/or Michigan Department of Corrections (MDOC) staff on client status, progress, and follow-up arrangements in accordance with standards of confidentiality and when proper Release of Information materials are in place.
3. Develop appropriate follow-up procedures when required.
4. Make information available on services and changes in rules and regulations that affect mutually served clients.
5. Deliver authorized services for eligible clients referred by any of the referring entities.
6. Provide client services at the rates outlined in Attachment A – Allowable Service Types-Service Parameters.
7. Obtain a copy of the CFJ140 Offender Referral Form from the MDOC Parole Agent for use as an authorization for the service.
8. To have insurance that includes liability coverage for disallowed costs. Such insurance may not be purchased from funding facilitated by this Agreement.
9. Provide the Agency with a copy of current certificate of general liability insurance.
10. Screen any potential employee of the Wexford County Community Corrections that may be an ex-offender to ensure that the new employee is appropriate considering the safety of all individuals that the ex-offender may come into contact with and access to other offenders' records served by Wexford County Community Corrections.
11. Maintain compliance with all applicable Federal, State and Local laws, rules and regulations.
12. Maintain compliance with the Elliot-Larsen Civil Rights Act and Persons with Disabilities Civil Rights Act.
13. Should applicable circumstances occur, comply with the bed bug treatment procedures issued by the Michigan Department of Health and Human Services Manual for Prevention and Control of Bed Bugs (Shelters and Transitional Living).
14. Upon request, provide the Agency with all Pest Treatment and Prevention reports, invoices, and/or contracts, which must contain the following information:
 - Date of treatment
 - Identification of the resident(s) room number (s)
 - List of all other common areas treated
 - Type of treatment provided
 - Confirm whether or not inspection/treatment found evidence of bed bugs
 - Pest management recommendations
 - Signature from authorized Contractor Representative
15. That following costs will **not** be covered by the Agency:
 - Costs related to evicting any client
 - Rent for individuals who are related to Wexford County Community Corrections.
 - Charges incurred without pre-authorization by the Region 2 Offender Success Community Coordinator or their designee.

- Security Deposit.
- Charges for Internet use, movie rentals, room service, cable television or telephone.
- Damage to property. Any damage to property is the responsibility of the client.
- Costs related to bed bug/pest treatments.
- Costs, penalties, charges, fees, or other payments that are not otherwise covered by this Agreement.

16. Monthly invoicing process:

- Provide to the Agency at P.O. Box 506 Traverse City, MI 49685-0506 Attention: Offender Success Community Coordinator, **an itemized statement by the 10th of each month of the services provided during the previous month** and a CFJ-140 Offender Referral Form for each Offender Success participant served by Wexford County Community Corrections under this Agreement.
- **Statements received after the 10th of each month may not be reimbursed.**
- The statement will include:
 - Client First and Last Name
 - MDOC Number
 - Rental Address
 - Billing Address
 - Service Utilization (i.e. dates of service)
 - Unit Rate for Services
 - Subtotal for the Services provided for each Client
 - Total for the Services billed for the month

IV. Performance Standards and Corrective Action

Wexford County Community Corrections understands that the above listed Description of Services is the expected standard of performance for this Agreement. Should Wexford County Community Corrections not meet this standard of performance at any time during the term of this Agreement Wexford County Community Corrections understands that payment may be withheld as a corrective action.

V. Inspection and Retention Provision

Wexford County Community Corrections shall accept and implement all management, fiscal, and participant reporting as required by the Agency and as listed in the Description of Services. Wexford County Community Corrections shall retain all records pertinent to this Agreement.

VI. Parole Supervision and Monitoring Plan

Wexford County Community Corrections understands that home compliance checks are completed on all parolees to include Offender Success clients living within commercial or supportive housing as directed by the Case Management Standard Work Statement. Home compliance checks may include a home call as part of a Pre-Parole Placement Investigation, an

initial home call for most cases within 30 days of arrival or after any move and depending on the clients assessed risk level. If incidents are reported by the client, Wexford County Community Corrections or any other source regarding the residence, a home call is more often than not part of the investigation into the claims and possible violation investigations.

VII. Indemnification

The work performed by Wexford County Community Corrections shall be at the risk of Wexford County Community Corrections exclusively. To the fullest extent permitted by law, Wexford County Community Corrections shall indemnify, defend (at Wexford County Community Corrections' sole expense) and hold harmless the Northwest Michigan Council of Governments (including its officers, employees and agents) from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by the Wexford County Community Corrections or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Wexford County Community Corrections, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Northwest Michigan Council of Governments (its officers, employees and agents), whether active or passive. Wexford County Community Corrections shall not be obligated to indemnify and defend the Northwest Michigan Council of Governments for claims found to be due to the sole negligence or willful misconduct of the Northwest Michigan Council of Governments (including its officers, employees and agents).

Wexford County Community Corrections indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Northwest Michigan Council of Governments (including its officers, employees and agents) for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

This agreement is between the Agency and Wexford County Community Corrections and does not create an interest between Wexford County Community Corrections and the State of Michigan. Wexford County Community Corrections agrees to hold the State of Michigan harmless and this indemnification and hold harmless provision will survive the termination of this agreement.

VIII. Confidentiality

Because of the nature of the relationship between the parties, there shall be an ongoing exchange of information regarding mutual clients on a need to know basis. Both parties agree to maintain the confidentiality of information received from the other as called for in this Agreement.

Official responses to public information affecting mutually served clients must be approved by the Agency and the State of Michigan Department of Corrections. Usage of the Offender Success logo is regulated by the Region 2 Offender Success Co-Chairs and is reviewed and approved on a case-by-case basis.

IX. Termination

Either party may cancel this Agreement without cause upon 30-day written notification to the other party. The term of this Agreement is subject to fund availability. The Agency may terminate the Agreement at any time without written notice if Wexford County Community Corrections does not provide services as agreed to herein, or is found to be violation of this agreement.

X. Amendments

Modifications, amendments, or waivers of any provision of this Agreement may be made only with the written mutual consent of the parties.

XI. Certifications

The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that said parties have authorized this Agreement.

XII. Critical Incidence Reporting

Wexford County Community Corrections shall immediately report critical incidents to the supervising agent, the Agency, and/or law enforcement. Critical incidents include:

- Assaultive Behavior – Physical contact of a parolee, Wexford County Community Corrections staff, or visitor as the result of an attack on, or intentional, non-consensual touching of, another person in anger or with intent to abuse.
- Serious Physical Injury – Physical injury of a parolee or visitor that requires hospital admission, inpatient care, or emergency room treatment.
- Sexual Assault – Sexual penetration of, or sexual contact with, a parolee, Wexford County Community Corrections staff, or visitor, or intentional non-consensual or consensual touching of a parolee's, Wexford County Community Corrections staff, or visitor's genital area, buttocks or breasts. This encompasses Wexford County Community Corrections staff to parolee or visitor sexual assault, parolee to Wexford County Community Corrections staff or visitor sexual assault, parolee-to-parolee sexual assault, and visitor to parolee or Wexford County Community Corrections staff sexual assault.
- Death – A parolee or visitor of a parolee dies while residing at Wexford County Community Corrections.
- Suicide – Suicide/suicide attempt at Wexford County Community Corrections by a parolee or visitor.

- Drugs – Drug possession, distribution, or overdose at Wexford County Community Corrections by a parolee or visitor.
- Firearms/Explosives – Possession or discharge of a firearm or explosive by a parolee, Wexford County Community Corrections staff, or visitor.
- Force – Use of force to control a parolee or visitor
- Hostage Situation – Act or threat of an act of hostage taking by a parolee, visitor, or Wexford County Community Corrections staff.
- Facility Failure – Major physical property failure that results in building damage or loss of electrical power, heat, water, sewer or perimeter security. This applies only when the condition significantly affects security and/or welfare of Wexford County Community Corrections staff, parolees and visitors (e.g. loss of emergency power for security system).
- Fire, Explosion or Natural Disaster resulting in death, serious physical injury, or physical damage to facility property.
- Chemical Spill – Major chemical or toxic spill in a facility.
- Arrests – Arrest of Wexford County Community Corrections staff, or visitor while at Wexford County Community Corrections.
- Trespassing – Any person who enters Wexford County Community Corrections or remains without the consent of an authorized staff member.
- Breach of Security – any person, other than Wexford County Community Corrections staff, which has passed the security checkpoint without the knowledge of an authorized staff member.
- An unusual event not identified above but which may attract public or media attention or which may expose the MDOC to potential liability.

Upon being aware of a critical incident as described above that occurs while an offender is placed at Wexford County Community Corrections, it is imperative that Wexford County Community Corrections immediately report the critical incident to the Agency, who will in turn immediately report the critical incident to the MDOC.

Immediately is when there is enough information to share offender name/number, what occurred and between whom. The MDOC should be informed of the incident immediately and additional information learned through investigation can be provided as a critical incident update.

XIII. Background Checks

Wexford County Community Corrections staff that provide direct services to Offender Success clients within the scope of this Agreement, must clear a background check annually coinciding with the renewal of this Agreement. Background checks will be conducted by the Agency and completed using the Michigan State Police Internal Criminal History Access Tool (ICHAT) as described in Attachment B – Criminal Background Check Authorization for Region 2 Offender Success Subcontractors.

XV. Security Awareness Acknowledgement

Wexford County Community Corrections staff that provides direct services to Offender Success clients within the scope of this Agreement must complete and sign ATTACHMENT C – Security Awareness Acknowledgement in order to be in compliance with the MDOC requirement related to Criminal Justice Information (CJI). CJI is defined as: state and federal criminal justice data, which include case/incident information, identity information, and property data. Information shared with Wexford County Community Corrections staff through either the AGENCY or the MDOC should be considered CJI.

XVI. MDOC Vendor Handbook

Wexford County Community Corrections staff that provides direct services to Offender Success clients within the scope of this Agreement must read and sign the MDOC Vendor Handbook for Vendor Employees Not Entering a Secure Facility (ATTACHMENT D – MDOC Vendor Handbook). The purpose of the MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working with MDOC clients, provide notice of work rules and consequences of rule violations within the scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ACKNOWLEDGEMENT OF AGREEMENT


FOR Wexford County Community Corrections

SIGN
HERE


Gary Taylor, Chairperson
Wexford County Community Corrections

Date

FOR NETWORKS NORTHWEST AS THE FIDUCIARY FOR REGION 2 OFFENDER SUCCESS.



Matt McCauley, CEO
Northwest Michigan Council of
Governments dba Networks Northwest



Date

ATTACHMENT A

ALLOWABLE SERVICE TYPES - DESCRIPTIONS¹
SERVICE PARAMETERS

RESIDENTIAL STABILITY

Base Housing/Rent

Base Housing/Rent includes all landlord tenant agreements, hotel/motel options and congregate housing type services for a daily/weekly/monthly rate.

Rates/Rents shall include utility costs and a working refrigerator and stove (not required in hotel/motel arrangements).

Agencies must conduct at a minimum for each housing location, 90-day inspections.

Agencies shall comply with the Americans with Disabilities Act (ADA) and Fair Housing Act and shall notify the designated Michigan Department of Corrections Program Manager within 24 hours for reasonable accommodation requests necessary for disabled offenders to use housing.

If monitoring services are provided within the housing site, monitoring staff must be same sex as offenders housed (male monitoring staff for male offenders and female monitoring staff for female offenders).

Rates/Rents may include first/last month's rent and rental subsidy costs.

Service Type	County	Gender	Daily Rate	Projected Cost Per Year
Base Housing/Rent	Wexford	Male & Female	\$25.00	\$15,000

Available Beds	Total:
	4 – Male 2 – Female

¹ MDOC Offender Success Service Parameters Updated Effective March 1, 2020