



# Antrim County Board of Commissioners



Ed Boettcher, Chairman

**Thursday, October 1, 2020 @ 9:00 a.m.**

Antrim County Building, 2<sup>nd</sup> Floor, Board of Commissioners Room

203 East Cayuga, Bellaire, MI 49615

\*If you require auxiliary aid assistance, contact (231)533-6265

## Zoom Webinar

Please click this URL to join.

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## Facebook Livestream

<https://www.facebook.com/AntrimCountyMI/>

### CALL TO ORDER:

1. Opening Ceremony or Exercises
2. Public Comment

In light of Executive Order 2020-154, which extends a previous executive order allowing public bodies to conduct public meetings remotely during the ongoing COVID19 pandemic, this meeting will be held in a hybrid format, utilizing Zoom webinar for virtual attendance. Public comment is welcome and encouraged. Those members of the public attending via digital device or telephone will be given time to speak one at a time for not more than three (3) minutes, followed by those attending in person. Public comments can also be emailed to the County Administration Office ([countyadmin@antrimcounty.org](mailto:countyadmin@antrimcounty.org)) before 5:00 p.m. on September 30 to be read aloud during the Public Comment portion of the meeting. Thank you for your patience and understanding as we all adjust to minimize the COVID-19 spread and keep our community safe.

3. Approval of Agenda ..... 3
4. Approval of Minutes from [September 17, 2020](#) ..... 3
5. Communications/Notices
6. Liaison Reports
7. Committee Reports (as needed)
8. Old/Unfinished Business
9. New Business ..... 4
  - A. Claims and Accounts
  - B. Public Hearing: FY2021 Budget ..... **9:30**
  - C. Adoption of FY2021 Budget
    1. Resolution # \_\_\_\_\_-2020: Adopt the 2020 Antrim County Budget, General Appropriations Act and Millages
    2. Resolution # \_\_\_\_\_-2020: Expenditure Approval
  - D. Emergency Services – MSP Emergency Management Performance Grant Work Agreement FY2020
  - E. Michigan State Police Coronavirus Emergency Supplemental Funding Grant Agreements
    1. Sheriff’s Office
    2. Courts
  - F. Antrim County Airport – 5-year Capital Improvement Plan
  - G. Generator Bids

	H. Recycling Services Bids	
	I. Sheriff's Office – Lakes of the North Request: Patrol Car	
	J. Commission on Aging – Home Chore Contracts: Snow Removal Bids	
	K. Closed Session: Negotiations Preparation	
10.	Appointments/Annual Reports.....	64
	A. Appointments	
	1. Great Lakes Energy TruStream Presentation – Shari Culver.....	11:00
	2. Michigan Association of Counties – Steve Currie.....	11:20
	B. Annual Reports	
11.	Reports.....	68
	A. County Administrator Report	
	1. Emergency Services	
	2. Airport: Construction Progress Report	
	B. Finance Director Report	
	1. Airport Budget Transfer	
	2. Budget Amendment – Jury Commission	
	3. Governance Letter Suggestions: Update	
	4. Audit Services – Anderson Tackman	
	5. Budget Amendment Correction – First Responders Hazard Pay	
	C. Chairman Report	
12.	Various Matters	
13.	Public Comment	
14.	Adjourn	



## *Memorandum Administration Office*

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October 1, 2020

TO: Board of Commissioners

FR: Pete Garwood, County Administrator

RE: Approval of Agenda, Minutes

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You should have received your agenda packet via electronic communication on September 25, 2020. If there are no changes or additions to the agenda, please consider the following action:

**Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the agenda as presented.**

You received the minutes from the September 17, 2020 regular Board of Commissioners meeting via electronic communication. If there are no corrections to those minutes, please consider the following action:

**Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the minutes of the September 17, 2020 meeting as presented.**



# *Memorandum Administration Office*

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October 1, 2020

TO: Board of Commissioners

FR: Pete Garwood, County Administrator

RE: Claims & Accounts

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Please consider the following action:

**Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve Claims and Accounts in the amount of \$\_\_\_\_\_.**



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Finance and Administration

**Submitted By:** Brad Rizzo, Finance Director & Pete Garwood, Administrator

**Agenda Item:** FY2021 – General Appropriations Act Resolution

<b>1. Action Request/Suggested Motion</b>
Approve the General Appropriations Act Resolution.
<b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b>
<b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b>
Approve a balanced budget on time.
<b>4. Financial – Budget-related information</b>
Approval will allow department heads and elected officials to start planning for expenditures once the new year begins.
<b>5. Legal Review</b>
n/a
<b>6. Policy Implications</b>
n/a
<b>7. Plan – Timeline with who, what, where, and how</b>
Approval October 1, 2020 and activation January 1, 2021
<b>8. Alternative Plan – What are the implications if failure to approve?</b>
n/a
<b>9. Attachments Included</b>
General Appropriations Act Resolution

RESOLUTION # \_\_\_ - 2020 By \_\_\_\_\_, seconded by \_\_\_\_\_

**Resolution to Adopt the 2021 Antrim County Budget,  
General Appropriations Act and Millages**

**WHEREAS**, the Antrim County Board of Commissioners has set the millage rate of 5.3379 for General Operating, 0.3953 for Commission on Aging, 0.4942 for 911 Central Dispatch, 0.9885 for Meadowbrook Medical Care Facility Operating and Renovations, 0.0987 for Antrim Conservation District and 0.1950 for Recycling, and

**THEREFORE BE IT HEREBY RESOLVED** that the Antrim County Board of Commissioners reaffirms the following millage rates 5.3379 for General Operating, 0.3953 for Commission on Aging, 0.4942 for 911 Central Dispatch, 0.9885 for Meadowbrook Medical Care Facility Operating and Renovations, 0.0987 for Antrim Conservation District and 0.1950 for Recycling, and

**BE IT FURTHER RESOLVED** that the Antrim County Board of Commissioners adopts the following general fund and other funds budgets for 2021:

Fund 101000 – General Fund

REVENUE

Taxes And Penalties	10,782,785	
Licenses & Permits	253,870	
Other Agencies	952,387	
Services	1,201,050	
Other Sources	<u>552,336</u>	
TOTAL REVENUES		13,742,428

EXPENDITURES

Commissioners	300,286
Circuit Court	307,364
Family Division - Circuit Court	542,049
Circuit Court Probation	2,606
Family Crt - Detention Support Services	18,000
District Court	572,587
Friend Of The Court	42,919
Probate Court	337,776
Jury Commission	3,105
County Administrator	398,953
Accounting	102,346

Budget-Acctng Serv	76,150
County Clerk	422,043
Communications	66,945
Computer	259,404
Purchasing	17,730
Tax Allocation Board	370
County Treasurer	308,930
Equalization	303,643
MSU Extension	180,910
Elections	38,135
Grove St. Annex	15,295
05 Courthouse	123,871
Building & Grounds	579,122
Prosecuting Attorney	645,956
Register Of Deeds	254,837
Microfilm 2006	11,250
Human Resources	110,248
Plat Board	250
Pros. Atty.-Victims' Rights 2006	32,274
P.A. Child Support/IVD 2006	31,281
Drain Commissioner	633
Abstract	120,021
Survey & Remonumentation	30,903
Sheriff	4,234,319
Marine	135,181
Secondary Roads	54,613
Traverse Narcotics Team	2,000
Jail	413,943
Zero Tolerance	176,622
Emergency Services	88,660
Animal Control	248,001
Dams And Dams Operator	76,933
Health	513,165
Medical Examiner	28,850
Welfare	30,428
Aging - Not Reimbursed	2,716
Veterans Affairs	178,132
Housing - Administration	2,334
Resource Recovery	59,045
Planning Commission	4,930
Economic Development Comm.	7,415
Parks - Cedar River NA, Mohr NA, Murphy	1,500

Parks - Noteware, Wetzell, Willow, Beal	10,350	
Park	291,074	
Parks - Elk Rapids	28,588	
Insurance & Bonds	382,000	
Special Projects--Other	656,850	
Capital Outlay	518,306	
Capital Outlay-Computers	21,200	
Appropriations	814,349	
Transfer Out	<u>84,578</u>	
TOTAL EXPENDITURES		15,324,274
BEGINNING FUND BALANCE		12,116,879
TRANSFER FROM FUND BALANCE		<u>1,581,846</u>
ENDING FUND BALANCE		10,535,033

Fund 105000 - Self-Insured Reserve

Beginning Fund Balance	290,435
Revenues	0
Expenditures	<u>0</u>
Ending Fund Balance	290,435

Fund 129000 - Victims' Rights Reserve

Beginning Fund Balance	8,778
Revenues	0
Expenditures	<u>0</u>
Ending Fund Balance	8,778

Fund 137000 - Capital Outlay Reserve

Beginning Fund Balance	31,592
Revenues	0
Expenditures	<u>0</u>
Ending Fund Balance	31,592

Fund 142000 - Dams Reserve

Beginning Fund Balance	587,494
Revenues	0
Expenditures	<u>0</u>
Ending Fund Balance	587,494

Fund 144000 - Gas & Oil Royalties Reserve		
Beginning Fund Balance		641,175
Revenues		15,000
Expenditures		<u>75,000</u>
Ending Fund Balance		581,175
Fund 161000 - Grant Match Reserve		
Beginning Fund Balance		14,440
Revenues		0
Expenditures		<u>0</u>
Ending Fund Balance		14,440
Fund 182000 - Special Projects Reserve		
Beginning Fund Balance		201,008
Revenues		0
Expenditures		<u>16,541</u>
Ending Fund Balance		184,467
Fund 215000 - Friend Of The Court		
Beginning Fund Balance		365
Revenues		5,030
Expenditures		<u>5,030</u>
Ending Fund Balance		365
Fund 223000 - Grass River		
Beginning Fund Balance		46,922
Revenues		75,000
Expenditures		<u>475</u>
Ending Fund Balance		121,447
Fund 225000 - Animal Control Donations		
Beginning Fund Balance		111,202
Revenues		2,000
Expenditures		<u>40,000</u>
Ending Fund Balance		73,202
Fund 226000 - County-Wide Recycling		
Beginning Fund Balance		54,053
Revenues		386,545
Expenditures		<u>370,200</u>
Ending Fund Balance		70,398

Fund 230000 - Forestry		
Beginning Fund Balance		537,996
Revenues		62,500
Expenditures		<u>21,650</u>
Ending Fund Balance		578,846
Fund 232000 - Conservation District		
Beginning Fund Balance		2,221
Revenues		194,849
Expenditures		<u>194,849</u>
Ending Fund Balance		2,221
Fund 233000 - Grass River Center		
Beginning Fund Balance		200,671
Revenues		1,000
Expenditures		<u>2,500</u>
Ending Fund Balance		199,171
Fund 234000 - Antrim Creek		
Beginning Fund Balance		74,858
Revenues		7,470
Expenditures		<u>11,837</u>
Ending Fund Balance		70,491
Fund 235000 - Petoskey Stone Festival		
Beginning Fund Balance		8,145
Revenues		6,290
Expenditures		<u>6,785</u>
Ending Fund Balance		7,650
Fund 236000 - Park Fundraiser		
Beginning Fund Balance		7,717
Revenues		0
Expenditures		<u>0</u>
Ending Fund Balance		7,717
Fund 237000 - Transfer Station Land Lease		
Beginning Fund Balance		15,301
Revenues		7,040
Expenditures		<u>17,341</u>
Ending Fund Balance		5,000

Fund 240000 – GIS Operations		
Beginning Fund Balance		17,691
Revenues		850
Expenditures		<u>3,900</u>
Ending Fund Balance		14,641
Fund 242000 - Energy Savings		
Beginning Fund Balance		14,811
Revenues		4,825
Expenditures		<u>0</u>
Ending Fund Balance		19,636
Fund 249000 - Construction Code Enforcement		
Beginning Fund Balance		916,140
Revenues		573,995
Expenditures		<u>564,600</u>
Ending Fund Balance		925,535
Fund 255000 - Homestead Prop Tax Exemption Audit		
Beginning Fund Balance		2,023
Revenues		2,020
Expenditures		<u>2,020</u>
Ending Fund Balance		2,023
Fund 256000 - Register Of Deeds Automation		
Beginning Fund Balance		38,413
Revenues		60,000
Expenditures		<u>85,000</u>
Ending Fund Balance		13,413
Fund 258000 - Disaster Contingency Fund		
Beginning Fund Balance		34
Revenues		0
Expenditures		<u>0</u>
Ending Fund Balance		34
Fund 259000 - 911 - Training		
Beginning Fund Balance		19,215
Revenues		7,175
Expenditures		<u>7,100</u>
Ending Fund Balance		19,290

Fund 260000 - Indigent Defense Fund		
Beginning Fund Balance		53,299
Revenues		255,891
Expenditures		<u>255,891</u>
Ending Fund Balance		53,299
Fund 261000 - E-911 Operating		
Beginning Fund Balance		816,957
Revenues		1,037,804
Expenditures		<u>1,063,762</u>
Ending Fund Balance		790,999
Fund 262000 - E-911 (Wireless)		
Beginning Fund Balance		924,715
Revenues		157,000
Expenditures		<u>160,000</u>
Ending Fund Balance		921,715
Fund 263000 - Concealed Pistol Licensing		
Beginning Fund Balance		60,260
Revenues		10,900
Expenditures		<u>5,553</u>
Ending Fund Balance		65,607
Fund 264000 - Local Corrections Officer's Training		
Beginning Fund Balance		22,662
Revenues		5,000
Expenditures		<u>14,000</u>
Ending Fund Balance		13,662
Fund 266000 - O.R.V. Ordinance Training (2009 Ord)		
Beginning Fund Balance		260
Revenues		50
Expenditures		<u>0</u>
Ending Fund Balance		310
Fund 267000 - Jail Inmate Proceeds		
Beginning Fund Balance		48,053
Revenues		26,000
Expenditures		<u>19,000</u>
Ending Fund Balance		55,053

Fund 268000 - Michigan Justice Training		
Beginning Fund Balance		18,980
Revenues		0
Expenditures		4,000
Ending Fund Balance		<u>14,980</u>
Fund 269000 - Law Library		
Beginning Fund Balance		39,419
Revenues		3,500
Expenditures		0
Ending Fund Balance		<u>42,919</u>
Fund 272000 - Canine K-9 Program		
Beginning Fund Balance		7,785
Revenues		1,000
Expenditures		5,965
Ending Fund Balance		<u>2,820</u>
Fund 275000 - Housing Program Income		
Beginning Fund Balance		17,539
Revenues		31,200
Expenditures		31,200
Ending Fund Balance		<u>17,539</u>
Fund 278000 - A.C. Housing CDBG Grant		
Beginning Fund Balance		672
Revenues		31,300
Expenditures		31,200
Ending Fund Balance		<u>772</u>
Fund 279000 - Snowmobile Grant		
Beginning Fund Balance		47,211
Revenues		59,541
Expenditures		67,936
Ending Fund Balance		<u>38,816</u>
Fund 280000 – AC Breast Cancer/GT Band Grant		
Beginning Fund Balance		0
Revenues		5,400
Expenditures		5,400
Ending Fund Balance		<u>0</u>

Fund 282000 - Clean Lakes		
Beginning Fund Balance		126
Revenues		0
Expenditures		0
Ending Fund Balance		<u>126</u>
Fund 287000 - Emergency Serv. LEPC Grant		
Beginning Fund Balance		5,550
Revenues		1,000
Expenditures		2,500
Ending Fund Balance		<u>4,050</u>
Fund 292000 - Child Care		
Beginning Fund Balance		299,327
Revenues		158,600
Expenditures		330,000
Ending Fund Balance		<u>127,927</u>
Fund 293000 - Veterans Relief		
Beginning Fund Balance		(50)
Revenues		30,000
Expenditures		29,000
Ending Fund Balance		<u>950</u>
Fund 297000 - Commission On Aging		
Beginning Fund Balance		1,259,619
Revenues		1,276,985
Expenditures		1,282,485
Ending Fund Balance		<u>1,254,119</u>
Fund 298000 - Meadowview Senior Housing		
Beginning Fund Balance		103,632
Revenues		129,020
Expenditures		128,705
Ending Fund Balance		<u>103,947</u>
Fund 351000 - Meadow Brook Project Debt Retirement		
Beginning Fund Balance		105,592
Revenues		698,850
Expenditures		698,850
Ending Fund Balance		<u>105,592</u>

Fund 470000 - Cap Proj- Co Bldgs & Structures	
Beginning Fund Balance	60,379
Revenues	0
Expenditures	<u>0</u>
Ending Fund Balance	60,379
Fund 581000 - Airport Operating	
Beginning Fund Balance	3,548,736
Revenues	540,565
Expenditures	<u>540,565</u>
Ending Fund Balance	3,548,736
Fund 582000 - Elk Rapids Hydro Utility System	
Beginning Fund Balance	460,020
Revenues	16,400
Expenditures	<u>8,250</u>
Ending Fund Balance	468,170

BE IT FURTHER RESOLVED that the Antrim County Board of Commissioners adopts the following policies for implementation of the 2021 general fund budget:

1. That any increase in total receipts or total expenditures shall be approved by action of the Board of Commissioners.
2. That any increase of the total budget of any general fund cost center must be accompanied by a proposed budget amendment and must be approved by the Board of Commissioners.
3. That any position or supplement adopted for 2021 which is reimbursed by grants or other monies from an outside unit may be terminated if the grant and/or other reimbursements are discontinued.
4. That any capital outlay and equipment purchases are consistent with the Antrim County Purchasing and Bid Policy.
5. That any capital outlay expenditures over \$10,000 must be approved and funds be released by the Board of Commissioners, unless this provision conflicts with a County policy, resolution or other legitimate existing County document.

6. That the Finance Director, after consultation with the Vice-Chair (or Chair in the absence of the Vice Chair) of the Board of Commissioners and the County Administrator, is authorized to make any necessary amendments to avoid negative department expenditure balances and negative fund balances in the general and other funds at year end and present the results at the first regular Board meeting in January 2021.
7. That no appropriation be paid to a non-profit organization not affiliated with Antrim County as a governmental entity until such time as a contract between Antrim County and the non-profit organization in question is approved.
8. That the Chief Administrative Officer of the Budget is authorized to make transfers between line items (excluding salaries, wages, overtime, all fringe benefit line items, capital outlay, and specific appropriations) within the cost center provided sufficient data is provided by the department head definitely showing that the cost center's total budget will not at any time during the budget year be increased as a result of the transfer.
9. That any question concerning assignment of GL account to any purchase will be decided by the Chief Administrative Officer of the Budget.
10. That if the CIP has not been approved prior to the submission of departmental budgets the department heads are authorized to include all proposed capital outlay projects in their budget request.



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Finance and Accounting

**Submitted By:** Brad Rizzo, Finance Director & Pete Garwood, Administrator

**Agenda Item:** FY2021 Expenditure Resolution

### 1. Action Request/Suggested Motion

Approve the Expenditure Resolution:

**RESOLUTION #** \_\_\_ - 2020, **by** \_\_\_\_\_, **seconded by** \_\_\_\_\_

#### EXPENDITURE APPROVAL RESOLUTION

**WHEREAS**, under generally accepted auditing standards and the standards applicable to financial audits in Government Auditing Standards, issued by the Department of Treasury – State of Michigan, all Antrim County expenditures shall have prior approval of the governing body, and

**WHEREAS**, it has been determined by audit that Antrim County shall comply with this accounting standard,

**BE IT THEREFORE RESOLVED**, that all Antrim County expenditures in General Fund Type, Special Revenue Fund Type, Capital Project Fund Type, and Enterprise Fund Type Funds be approved for 2020 at the monthly meeting of the Antrim County Board of Commissioners with some exceptions, and

**BE IT FURTHER RESOLVED** the following expenditures be considered the exceptions and be considered approved by passage of this Resolution:

1. Special Revenue Fund Types for which the payment approval has been designated to another board or agency either by law or by action of the Board of Commissioners including but not limited to Meadowbrook Operating Fund, Road Commission, Veterans Affairs, Child Care, Register of Deeds Automation, Meadowview Operating, Commission on Aging and other similar Funds.
2. Special Revenue Fund Types that involve grant agreements including but not limited to Housing grants, Parks grants, Emergency Services grants, Antrim County Transportation/Dial – a-Ride grants, Law Enforcement grants, Commission on Aging grants, and other similar Funds.
3. Appropriations to other Agencies as designated in the current year’s budgets.
4. Any payroll and related fringe benefit expenses.
5. Expenditures which lack of timely payment results in late fees including but not limited to utilities, credit cards, and other similar expenses.
6. Contractual obligations including but not limited to trash removal, plowing, construction projects, maintenance contracts, insurance, recycling and other similar expenditures.
7. Any expenses deemed, due to circumstances, should be paid immediately. Such expenses shall be signed as approved by both the Finance Director and the County Administrator or their respective designees.

### 2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

This resolution is reviewed and approved by the Board annually.
<b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b>
The resolution authorizes expenditures for regular operations in the 2021 fiscal year.
<b>4. Financial – Budget-related information</b>
The resolution outlines a framework for how to approach expenditures.
<b>5. Legal Review</b>
n/a
<b>6. Policy Implications</b>
n/a
<b>7. Plan – Timeline with who, what, where, and how</b>
Approve the resolution in October and begin operating under the resolution beginning January 1, 2021.
<b>8. Alternative Plan – What are the implications if failure to approve?</b>
n/a
<b>9. Attachments Included</b>



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Emergency Management

**Submitted By:** Leslie Meyers

**Agenda Item:** Authorize Work Agreement for FY 2020

<b>1. Action Request/Suggested Motion</b>
Motion to authorize the County Board of Commissioners Chairman to sign the Emergency Management Performance Grant (EMPG) Agreement, Fiscal Year 2020 (Last Year).
<b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b>
The signature is a yearly requirement that supplements the EMPG Grant that will be available to the County in Fiscal Year 2020. What was approved at the September 19 meeting was the grant amount that will be awarded to us for Fiscal Year 2019.
<b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b>
Without a signed initial grant agreement which includes the work agreement, the funding for the Emergency Services Coordinator position will not awarded in December of 2020.
<b>4. Financial – Budget-related information</b>
The budget for 2020 has accounted for this award.
<b>5. Legal Review</b>
N/A required as the grant agreement is a reoccurring requirement.
<b>6. Policy Implications</b>
<b>7. Plan – Timeline with who, what, where, and how</b>
Grant Agreement is due October 27, 2020.
<b>8. Alternative Plan – What are the implications if failure to approve?</b>
None
<b>9. Attachments Included</b>
FY EMPG Grant Agreement for 2020

Michigan State Police  
Emergency Management  
and  
Homeland Security  
Division



## Grant Agreement

### FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
County of Antrim	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
020885364	EMC-2020-EP-00005	7/9/2020
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
38-6000098		10/1/2019 9/30/2020
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$22,500
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$22,500
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

<b>CFDA Number: 97.042</b> <b>Grant Number:</b> <b>EMC-2020-EP-00005</b>
--------------------------------------------------------------------------------

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 ANTRIM**  
(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 Antrim** is awarded **\$22,500** 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](http://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](http://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](http://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



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Antrim County Sheriff's Office, Administration Department

**Submitted By:** Pete Garwood, County Administrator

**Agenda Item:** Michigan State Police Coronavirus Emergency Supplemental Funding Grant – Sheriff's Office

<b>1. Action Request/Suggested Motion</b>			
Authorize the Board Chairman to execute the Coronavirus Emergency Supplemental Funding Grant agreement between the Michigan State Police and the Antrim County Sheriff's Office (MSP Project #CESF-243-2020), effective 3/01/2020 through 9/20/2020, for \$45,289.31, and authorize the Finance Director to make the appropriate budget amendments.			
<b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b>			
This funding is specifically for coronavirus-related expenses and specifically for the Antrim County Sheriff's Office.			
<b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b>			
To use the funding to reimburse expenditures for safety and security expenses as follows:			
59	Curaplex Fentanyl PPE kits		\$3754.39
	General PPE		\$2726.00
3	Disinfecting Foggers & Agent		\$1024.423
10	Laptop		\$9712.66
1	Docking Station	\$300	\$300.00
4	Portable Printers		\$1050.00
7	NetMotion	\$400	\$2800.00
8	Microsoft Office	\$400	\$3200.00
3	Olympus DSS Player Pro	\$200	\$600.00
1	External CD/DVD Drive	\$27.84	\$27.84
10	UVC Sanitizer		\$5498.00
1	BR Glass Shield	\$2146	\$2146.00
7	Access Control System		\$12,450.00
			Total \$45,289.31
<b>4. Financial – Budget-related information</b>			
This is a reimbursement only grant and reimbursements will not be approved until MSP receives the executed grant agreement.			
<b>5. Legal Review</b>			
This grant agreement was reviewed by legal counsel. It was identified as a standard adhesion contract and is offered on a "take it or leave it" basis.			
<b>6. Policy Implications</b>			
None			
<b>7. Plan – Timeline with who, what, where, and how</b>			
The deadline for the executed grant agreement is November 30, 2020.			
<b>8. Alternative Plan – What are the implications if failure to approve?</b>			
None			
<b>9. Attachments Included</b>			
The grant agreement			



STATE OF MICHIGAN  
DEPARTMENT OF STATE POLICE  
LANSING

GRETCHEN WHITMER  
GOVERNOR

COL. JOSEPH M. GASPER  
DIRECTOR

September 10, 2020

Edgar Boettcher  
Antrim County Board of Commissioners  
P.O. Box 187  
Bellaire, MI 49615

RE: Coronavirus Emergency Supplemental Funding

Dear Mr. Boettcher:

I am pleased to inform you that the Antrim County Sheriff's Office has been selected to receive an award from the Coronavirus Emergency Supplemental Funding (CESF) grant received by the Michigan State Police (MSP), Grants and Community Services Division, from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. The efforts made by your agency to maintain public safety through prevention, preparation, and response during the coronavirus pandemic are valued and appreciated. **The award for your project, pending the finalization of the Grant Agreement (contract), is \$45,289.31.** This funding is specifically for coronavirus-related expenses, as outlined in your application and contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and/or financial penalties. **The deadline for returning your signed contract is November 30, 2020.** Remember, this is a reimbursement-only grant, and reimbursements will not be approved for previous expenditures until our office receives your signed contract.

If you have any questions or concerns about your award, please contact Ms. Libby Gorton at [gortonl1@michigan.gov](mailto:gortonl1@michigan.gov). We look forward to working with you.

Sincerely,

Ms. Nancy Becker Bennett, Division Director  
Grants and Community Services Division

Enclosure

# **CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) GRANT CONTRACT**

## **Grant Agreement**

hereinafter referred to as the “Agreement”

between

### **Michigan State Police**

hereinafter referred to as the “Department”

and

### **Antrim County Sheriff’s Office**

**107 Grove Street**

**Bellaire, MI, 49615**

**Federal I.D. #: 38-600098**

hereinafter referred to as the “Contractor”

for

**MSP Project Number: CESF-243-2020**

**I. Period of Agreement:**

This Agreement shall commence on **3/01/2020** and continue through **09/30/2021**.

This Agreement is in full force and effect for the period specified.

**II. Funding Source and Agreement Amount:**

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$45,289.31.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$45,289.31.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.034.
- D. The CFDA Title is Coronavirus Emergency Supplemental Funding (CESF).
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 2020-VD-BX-0434.
- G. The federal program title is FY 20 Coronavirus Emergency Supplemental Funding Program.

**III. Grant Summary:**

The Antrim County Sheriff's Office has followed the recommended safety guidelines and state Executive Orders to prevent the spread of the coronavirus. The Office has increased cleaning and sanitizing of shared spaces, distributed personal protective equipment to staff, and encouraged remote work when possible.

**IV. Program Budget:**

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 1, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment submitted to the Department.

Budget deviation allowances are not permitted.

**V. Amendments:**

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if accepted by both the Contractor and the Department.

**VI. Contractor Responsibilities:**

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

**A. Publication Rights:**

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

*This project is supported by Michigan's FY 20 Coronavirus Emergency Supplemental Funding Program # 2020-VD-BX-0434, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.*

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

**B. Reporting Responsibilities:**

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

**C. Uniform Crime Report (UCR):**

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

**D. Financial Reporting Requirements:**

Financial reporting requirements shall be followed as defined within this section.

**1. Reimbursement Method/Mechanism:**

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. The Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

**2. Financial Status Report (FSR) Submission:**

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting an FSR for each quarter of the Agreement period. The various FSRs are outlined below:

- a. **FSR:**  
FSRs must be prepared and submitted to the Department no later than 20 days after the close of each reporting period. An example is found in Attachment 2, which is part of this agreement through reference. Each reporting period's reimbursement request may only contain expenses from that reporting period. Reimbursement requests that include more than one reporting period's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.
- b. **Obligation Report:**  
An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date. In this report, the Contractor will provide to the Department an estimate of total expenditures for the date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts payables and receivables for this Agreement.
- c. **Final FSR:**  
A Final FSR is due 20 days following the end of the fiscal year or Agreement period specified. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

**3. Unobligated Funds:**

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

**4. Program Income:**

The DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GCSD-208B) are to be filed quarterly with Contractor's FSR.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GCSD-208A) within 30 days of the acceptance of this Agreement.

5. **Audits:**

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. **Single Audit:**

Contractors that expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. **Financial Statement Audit:**

Contractors exempt from the Single Audit requirements that receive \$500,000 or more in **total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. **Due Date and Submission Information:**

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police  
Grants and Community Services Division  
Attn: Grants Coordination Unit  
P.O. Box 30634  
Lansing, Michigan 48909-0634

d. **Penalty:**

i. **Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until

the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. **Delinquent Audit Status Notification Letter:**

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. **Other Audits:**

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

E. **Equipment Purchases and Title:**

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (attachment 5). Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

F. **Record Maintenance/Retention:**

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

G. **Authorized Access:**

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

H. **Subcontractor/Vendor Monitoring:**

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings

of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subcontractors are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. **Subcontracts:**

Assure for any subcontracted service, activity, or product:

- a. That the Contractor will submit copies of all executed subcontracts within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
  - i. Contains additional non-conflicting provisions not set forth in this Agreement;
  - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
  - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper reporting period FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

I. **Notification of Modifications:**

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

J. **Software Compliance:**

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

**K. Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

**VII. Department Responsibilities:**

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

**VIII. Department Contract Manager/Administrator of the Agreement:**

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director  
Michigan State Police  
Grants and Community Services Division  
P.O. Box 30634  
Lansing, MI 48909-0634

Telephone: (517) 898-9496  
Email: beckern@michigan.gov

**IX. Agreement Suspension/Termination:**

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VI, M, of this Agreement during the term of this Agreement or any extension thereof.

**X. Final Reporting Upon Termination:**

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable

expenditures.

**XI. Severability:**

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

**XII. Liability:**

- A. To the extent allowed by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

**XIII. Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.
- D. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 2020-VD-BX-0434 are agreed to by the Contractor. A copy of award 2020-VD-BX-0434 is included as an attachment for reference.
- E. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

**XIV. Certifications and Assurances:**

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

**A. Certifications:**

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

**B. Lobbying:**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**C. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):**

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at [ojpcompliancereporting@usdoj.gov](mailto:ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**D. Federal Taxes:**

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at [ojpcompliancereporting@usdoj.gov](mailto:ojpcompliancereporting@usdoj.gov), and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

**E. Drug-Free Workplace:**

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
  - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
    - i. Abide by the terms of the statement; and,
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice  
Office of Justice Programs  
Attn: Control Desk  
810 7th Street, N.W.  
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

**F. Standard Assurances:**

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number

of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 7. Subcontractors, clients, customers, program participants, or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 7, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. **Training:**

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a

signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. **Monitoring:**

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Federal Civil Rights Compliance Checklist, see Attachment 8, with the Contractor during site monitoring visits and desk audits.

7. It shall determine if an Equal Employment Opportunity Plan (EEO) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEO, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEO is not required. If the Contractor is required to develop an EEO, but is not required to submit the EEO to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEO is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEO shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEO requirements may be found at <https://www.ojp.gov/about/ocr/eeop.htm>.
8. If the Contractor is a governmental entity:
  - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
  - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. **Non-Supplanting:**

It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately

after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

**H. Hatch Political Activity Act and Intergovernmental Personnel Act:**

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

**I. Health Insurance Portability and Accountability Act of 1996:**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

**XV. Unallowable Expenses and Activities:**

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect cost rates or indirect administrative expenses (only direct costs permitted).

- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Hazard pay.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft, including unmanned aerial systems, commonly referred to as UAS or drones.
- New construction.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of such animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers and any supplies for weapons.
- Food, refreshments, and snacks.

**Note:** No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

**XVI. Conditions on Expenses:**

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

**XVII. Conflict of Interest:**

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

**XVIII. State of Michigan Agreement:**

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

**XIX. Compliance with Applicable Laws:**

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

**XX. Special Certification:**

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

**XXI. Contractor Signature:**

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Name of Contractor's Authorized Official	Signature of Contractor's Authorized Official	Date
Name of Department's Authorized Official	Signature of Department's Authorized Official	Date
Ms. Nancy Becker Bennett		



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Emergency Services, Administration Department

**Submitted By:** Peter Garwood, County Administrator

**Agenda Item:** Michigan State Police Coronavirus Emergency Supplemental Funding Grant – Antrim County Courts

<b>1. Action Request/Suggested Motion</b>			
Authorize the Board Chairman to execute the Coronavirus Emergency Supplemental Funding Grant agreement between the Michigan State Police and Antrim County Courts (MSP Project #CESF-8-05-0241), effective 3/01/2020 through 9/20/2020, for \$23,971.66, and authorize the Finance Director to make the appropriate budget amendments.			
<b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b>			
This funding is specifically for coronavirus-related expenses and specifically for the courts. Most of the funding will go toward added security measures that will benefit all of the courts in the Courthouse.			
<b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b>			
To use the funding to reimburse expenditures for safety and security related expenses as follows:			
6	Laptops	\$700	\$4200.00
4	WebCams	\$80	\$320.00
6	Microsoft Office	\$400	\$2400.00
1	Mobile Printer	\$300	\$300.00
2	Adobe Pro	\$400	\$800.00
1	Safety Shield	\$564	\$564.00
1	Glass Shield	\$1885.66	\$1885.66
1	Access Control System	\$1631.31	\$1631.31
7	Safety Doors	\$1650	\$11,550.00
1000	Surgical Masks	\$450	\$450.00
2	Glass Shield	\$1160.00	\$2320.00
<b>4. Financial – Budget-related information</b>			
This is a reimbursement only grant and reimbursements will not be approved until MSP receives the executed grant agreement.			
<b>5. Legal Review</b>			
This grant agreement was reviewed by legal counsel. It was identified as a standard adhesion contract and is offered on a "take it or leave it" basis.			
<b>6. Policy Implications</b>			
None			
<b>7. Plan – Timeline with who, what, where, and how</b>			
The deadline for the executed grant agreement is November 30, 2020.			
<b>8. Alternative Plan – What are the implications if failure to approve?</b>			
None			
<b>9. Attachments Included</b>			
Page 1 of the agreement			

# CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF)

## GRANT CONTRACT

### Grant Agreement

hereinafter referred to as the "Agreement"

between

### Michigan State Police

hereinafter referred to as the "Department"

and

### County of Antrim – Antrim County Courts

203 East Cayuga Street, P.O. Box 520  
Bellaire, Michigan 49615  
**Federal ID: 38-6000098**

hereinafter referred to as the "Contractor"  
for

**MSP Project Number: CESF-8-05-0241**

#### I. Period of Agreement:

This Agreement shall commence on **3/01/2020** and continue through **09/30/2021**.

This Agreement is in full force and effect for the period specified.

#### II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$23,971.66.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$23,971.66.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.034.
- D. The CFDA Title is Coronavirus Emergency Supplemental Funding (CESF).
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 2020-VD-BX-0434.
- G. The federal program title is FY 20 Coronavirus Emergency Supplemental Funding Program.

#### III. Grant Summary:

The community donated their personal PPE and made over 5000 cloth masks too at the beginning of the pandemic. That volunteer spirit is fighting this pandemic and will help us sustain. The grant will let us have the funding needed to properly outfit our 1st responders, allow government, business and life to continue with limited disruption by utilizing technology and our creativity.

#### IV. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 1, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment submitted to the Department.



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Antrim County Airport

**Submitted By:** John Strehl, Airport Manager

**Reviewed and Approved By:** Peter Garwood, Administrator

**Agenda Item:** Airport 5-year CIP

<b>1. Action Request/Suggested Motion</b>
To approve the five-year capital improvement plan (2021-2027) for the Antrim County Airport.
<b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b>
Each year the airport must submit a CIP for proposed airport development. This report is consistent with last year's plan.
<b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b>
This will allow the airport to continue to receive State & federal Funding towards identified block grant projects.
<b>4. Financial – Budget-related information</b>
No funds are needed to prepare or submit plan
<b>5. Legal Review</b>
Not needed
<b>6. Policy Implications</b>
None
<b>7. Plan – Timeline with who, what, where, and how</b>
A draft plan has been submitted to MDOT awaiting Antrim County BOC approval
<b>8. Alternative Plan – What are the implications if failure to approve?</b>
Forfeit of Federal & State matching funds
<b>9. Attachments Included</b>
<ul style="list-style-type: none"><li>• FY2020 – 2027 Capital Improvement Plan Spreadsheet</li><li>• FY2021 – 2027 Capital Improvement Plan Spreadsheet</li></ul>

**MICHIGAN STATE BLOCK GRANT PROGRAM  
FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2021\* to FY-2027**

\*ACIP includes current development year (2020 already programmed - minor changes acceptable)

Airport Name: Antrim County Airport							Date prepared: 09/11/2020			
Associated City: Bellaire, Michigan							Prepared By: Mead & Hunt, Jeff Thoman			
Sponsor: Antrim County							Sponsor email address & phone: John Strehl, (strehlj@antrimcounty.org) (231) 533-8524			
Airport Identifier: ACB							NIPIAS = C			
Development Year	Project Description	Shown on ALP**? (Yes or No)	ACIP Code**	NPIAS Priority Rating**	Federal Entitlements	Federal Apportionment	Federal Discretionary	State	Local	Total
2021	Carry over 2020 NPE = \$0									
	Design for Hangar Area Taxilane & Access Rd. Ph I	No	CA TW CO		\$30,600			\$1,700	\$1,700	\$34,000
2022	Carry over 2021 NPE = \$119,400									
	Hangar Area Taxilane & Access Rd. Ph. I	No	CA TW CO		\$269,400	\$102,300		\$20,650	\$20,650	\$413,000
2023	Carry over 2022 NPE = \$0									
	Land Acquisition (7 Easements) for Runway 2 Approach	N/A	ST LA SZ		\$150,000	\$237,000		\$21,500	\$21,500	\$430,000
2024	Carry over 2023 NPE = \$0									
	Design for Remove Runway 2 Approach Obstruction	N/A	SA OT OB		\$10,845			\$603	\$603	\$12,050
	Remove Runway 2 Approach Obstructions	N/A	SA OT OB		\$133,155			\$7,398	\$7,398	\$147,950
2025	Carry over 2024 NPE = \$6,000									
	Conduct/Update MP Study Airport Layout Plan	N/A	ST EQ SN		\$156,000	\$69,000	\$34	\$12,500	\$12,500	\$250,000
2026	Carry over 2025 NPE = \$0									
	Design for Hangar Area Taxilane & Access Rd. Ph. II	N/A	CA TW CO		\$45,675			\$2,538	\$2,538	\$50,750
2027	Carry over 2026 NPE = \$104,325									
	Hangar Area Taxilane & Access Rd. Ph. II	N/A	CA TW CO		\$254,325	\$303,900		\$31,013	\$31,013	\$620,250

\*Proposed airport development must be shown on current FAA-approved ALP prior to funding project.

\*\*In accordance with FAA Order 5100.39A, Appendix 6 - Fields should be completed

(Refer to Airport Code spreadsheet provided on MDOT Aeronautics website under Block Grant Program for specific airport code)

Do NOT alter spreadsheet format

**MICHIGAN STATE BLOCK GRANT PROGRAM  
FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2020\* to FY-2027**

\*ACIP includes current development year (2020 already programmed - minor changes acceptable)

Airport Name: Antrim County Airport						Date prepared: 10/11/2019				
Associated City: Bellaire, Michigan						Prepared By: Mead & Hunt, Jeff Thoman				
Sponsor: Antrim County						Sponsor email address & phone: John Strehl, (strehlj@antrimcounty.org) (231) 533-8524				
Airport Identifier: ACB						NIPIAS = C				
Development Year	Project Description	Shown on ALP**? (Yes or No)	ACIP Code**	NPIAS Priority Rating**	Federal Entitlements	Federal Apportionment	Federal Discretionary	State	Local	Total
2020	Carry over 2019= \$48,070									
	Rehabilitate Taxiway A & Taxiway B Pavement	N/A	RE TW IM		\$198,070	\$1,792,361		\$110,580	\$110,580	\$2,211,590
2021	Carry over 2020 NPE = \$0									
	Design for Hangar Area Taxilane & Access Rd. Ph I	No	CA TW CO		\$25,943			\$1,441	\$1,441	\$28,825
2022	Carry over 2021 NPE = \$124,050									
	Hangar Area Taxilan & Access Rd. Ph. I	No	CA TW CO		\$274,050	\$43,808		\$17,859	\$17,659	\$353,175
2023	Carry over 2022 NPE = \$0									
	Land Acquisition (7 Easements) for Runway 2 Approach	N/A	ST LA SZ		\$150,000	\$237,000		\$21,500	\$21,500	\$430,000
2024	Carry over 2023 NPE = \$0									
	Design for Remove Runway 2 Approach Obstruction	N/A	SA OT OB		\$10,845			\$603	\$603	\$12,050
	Remove Runway 2 Approach Obstructions	N/A	SA OT OB		\$133,155			\$7,398	\$7,398	\$147,950
2025	Carry over 2024 NPE = \$6,000									
	Conduct/Update MP Study Airport Layout Plan	N/A	ST EQ SN		\$156,000	\$69,000		\$12,500	\$12,500	\$250,000
2026	Carry over 2025 NPE = \$0									
	Design for Hangar Area Taxilane & Access Rd. Ph. II	N/A	CA TW CO		\$41,364			\$2,298	\$2,298	\$45,960
2027	Carry over 2026 NPE = \$108,640									
	Design for Hangar Area Taxilane & Access Rd. Ph. II	N/A	CA TW CO		\$191,640	\$314,196		\$28,102	\$28,102	\$562,040

\*Proposed airport development must be shown on current FAA-approved ALP prior to funding project.

\*\*In accordance with FAA Order 5100.39A, Appendix 6 - Fields should be completed

(Refer to Airport Code spreadsheet provided on MDOT Aeronautics website under Block Grant Program for specific airport code)

Do NOT alter spreadsheet format



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Maintenance/Administration

**Submitted By:** Peter Garwood and Jeremy Scott

**Agenda Item:** Bid Award - Generator

### 1. Action Request/Suggested Motion

To approve the bid proposal for \$XXXXX from Top Line Electric for the purchase and installation of a budgeted generator at the County Building.

### 2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

At the August 20, 2020 meeting, the Board directed the Maintenance and Administration Departments to move forward with the bid process for a backup generator for the County Building as identified in the 2020 Capital Improvement Plan. As outlined in the Purchasing & Bid Policy, requests for bids were published in local and regional newspapers and posted on the County website. Sealed bids were received until September 21, 2020 at which time they were publicly opened.

Though several attended the mandatory pre-bid meeting, only two in attendance were electrical contractors – the others were suppliers. We were informed at this meeting by the suppliers that small Diesel Generators are more expensive than their Natural Gas counterparts and that the opposite is true for Large Generators.

Top Line Electric was the only company to submit a bid. The bid from Top Line Electric is a good one and in line with expectations. Because the Purchasing and Bid Policy process was followed choosing Top Line Electric to install the generator is consistent with the policy and appropriate.

Top Line Electric submitted a bid for each of the alternates included in the bid package. It is for the Board to choose between the three options requested, **A (Whole Building Diesel)**, **B (Minimum Req. Diesel)**, and **C (Minimum Req. Natural Gas)** for purchase and installation. **Option B** makes little sense given the price and downside of Diesel.

### 3. Goal – Why the action is necessary; What is the specific target or outcome desired?

The current backup generator was new when the County Building was built in 1978 and is barely adequate for the current load and has reached the end of its predicted life cycle. The new generator would, at a minimum, incorporate critical items such as new emergency lights, the phone and door systems throughout the County Building, as well as the AC unit necessary to protect IT equipment. The larger Generator would keep all aspects of the County Building functioning such as computers, lights, heat and elevator in case of power outage.

### 4. Financial – Budget-related information

This item was budgeted as a 2020 capital improvement project.

Top Line Electric – **A (Whole Building Diesel)** - \$156,700

Top Line Electric – **B (Minimum Req. Diesel)** - \$49,400 – (Not Recommended)

Top Line Electric – **C (Minimum Req. Natural Gas)** - \$41,425\*

\*There will be an additional cost in hooking up natural gas.

### 5. Legal Review

N/A

<b>6. Policy Implications</b>
N/A
<b>7. Plan – Timeline with who, what, where, and how</b>
The generator will be installed within 60 days.
<b>8. Alternative Plan – What are the implications if failure to approve?</b>
None
<b>9. Attachments Included</b>



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Administration Office

**Submitted By:** Jeremy Scott, Deputy Administrator

**Edited and Approved By:** Peter Garwood, Deputy Administrator

**Agenda Item:** Bid Award – Recycling Services

<p><b>1. Action Request/Suggested Motion</b></p> <p>To approve the 3-year bid proposal and authorize the Chair to sign a contract in the amount of \$339,000 with a 3% annual increase from American Waste for County-wide recycling services.</p>
<p><b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b></p> <p>Antrim County has been offering County-wide recycling service since 2009. During that time Recycling utilization has gone up from 1252 tons in 2009 to 1795 tons in 2019. So far 2020 is on pace to have the highest utilization since the program began.</p>
<p><b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b></p> <p>To continue offering County-wide recycling service.</p>
<p><b>4. Financial – Budget-related information</b></p> <p>The following options were included in the American Waste bid:            American Waste 1Yr Contract - \$359,000 (1 year only)            American Waste 2Yr Contract - \$349,000 (1<sup>st</sup> year with 3% annual increase)            American Waste 3Yr Contract - \$339,000 (1<sup>st</sup> year with 3% annual increase)</p> <p>In 2015 the County paid American Waste \$339,480 for the recycling service consistent with the contracted price. In the following years the contract price was reduced as follows:            October 1, 2016 - December 31, 2016 = \$115,000.00 Not to Exceed (partial year)            January 1, 2017 - December 31, 2017 = \$317,000.00 Not to Exceed            January 1, 2018 - December 31, 2018 = \$326,000.00 Not to Exceed            January 1, 2019 - December 31, 2019 = \$335,000.00 Not to Exceed            January 1, 2020 - December 31, 2020 = \$339,000.00 Not to Exceed</p> <p>If agreed to the American Waste proposal, 2021 service would be locked in at the same cost as 2020 service. Recycling services are paid through a county-wide millage. 0.195 were levied for 2021 that would bring in an estimated \$392,416 which would cover this contract as well as the Conservation District.</p>
<p><b>5. Legal Review</b></p> <p>We would utilize the same Recycling contract previously reviewed by legal.</p>
<p><b>6. Policy Implications</b></p>
<p><b>7. Plan – Timeline with who, what, where, and how</b></p> <p>This contract would begin in January 2021 and go through the end of the year 2023</p>
<p><b>8. Alternative Plan – What are the implications if failure to approve?</b></p>
<p><b>9. Attachments Included</b></p> <p>Proposed unit pricing schedule</p>

# FORM B: PROPOSED UNIT PRICING SCHEDULE

Form B: Proposed Unit Pricing Schedule (This form must be filled out in full for proposal to be considered)

**Year One of One Year Contract Unit Pricing:**

Per ton/pull fixed unit cost specification for the first year for a total of nine (9) sites with contractor compensation (collection, processing and rental rate) including a maximum total cost per year.

SITE	COST PER TON	COST PER PULL
Cost per Ton for Collection	\$ <u>123.00</u> per Ton	\$ <u>    </u> per Pull
Cost per Ton for Processing	\$ <u>65.00</u> per Ton	\$ <u>    </u> per Pull
Month Rental Rate per Container	\$ <u>INCL.</u> per Month	\$ <u>    </u> per Month
Maximum Total Cost Per Year	\$ <u>359,000</u> Cost per Year	\$ <u>    </u> Cost per Year

**Year One of Two Year Contract Unit Pricing:**

Per ton/pull fixed unit cost specification for the one year for a total of nine (9) sites with contractor compensation (collection, processing and rental rate) including a maximum total cost per year.

SITE	COST PER TON	COST PER PULL
Cost per Ton for Collection	\$ <u>123.00</u> per Ton	\$ <u>    </u> per Pull
Cost per Ton for Processing	\$ <u>60.00</u> per Ton	\$ <u>    </u> per Pull
Month Rental Rate per Container	\$ <u>INCL.</u> per Month	\$ <u>    </u> per Month
Maximum Total Cost Per Year	\$ <u>349,000</u> Cost per Year	\$ <u>    </u> Cost per Year

**Year One of Three Year Contract Unit Pricing:**

Per ton/pull fixed unit cost specification for the one year for a total of nine (9) sites with contractor compensation (collection, processing and rental rate) including a maximum total cost per year.

SITE	COST PER TON	COST PER PULL
Cost per Ton for Collection	\$ <u>123.00</u> per Ton	\$ <u>    </u> per Pull
Cost per Ton for Processing	\$ <u>55.00</u> per Ton	\$ <u>    </u> per Pull
Month Rental Rate per Container	\$ <u>INCL.</u> per Month	\$ <u>    </u> per Month
Maximum Total Cost Per Year	\$ <u>339,000</u> Cost per Year	\$ <u>    </u> Cost per Year

4.2D: Specify any annual price increase factor (if any) to be applied to the per ton unit costs (collection and processing) and the total not to exceed cost for years 2 and 3.

Annual Price Escalation Factor	<u>3</u> %
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## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Sheriff's Office

**Submitted By:** Sheriff Daniel S. Bean

**Edited and Approved By:** Peter Garwood, Administrator

**Agenda Item:** Lakes of the North Request

<p><b>1. Action Request/Suggested Motion</b></p> <p>To authorize the sale of the 2011 Police Interceptor/Crown Vic VIN# 2FABP7BV7BX100533 to be sold to Lakes of The North Association (LOTN) for \$1.00.</p>
<p><b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b></p> <p>The vehicle requested by LOTN is a 2011 Police Interceptor/ Crown Vic with the VIN# 2FABP7BV7BX100533. The miles meter is unable to be viewed for current mileage. The Sheriff's Office decals that mark it as Sheriff unit have been removed along with the radio's and radar unit. However, some of the equipment will be left with the vehicle because the items wouldn't be able to be used on any other vehicles. The overhead bar may be used however prior to it being used by LOTN the bulbs has to be changed different colors to comply with State Law since it's no longer an emergency vehicle owned by a local unit of government. This vehicle may deter criminal activity within our patrol area if used by the security patrol staff in LOTN.</p> <p>This has been done in the past. The Ellsworth Police Dept. was sold a Crown Vic for \$1.00 Approx. 8 years ago. Doing so helps out with these organizations that cannot necessarily afford a new vehicle. It helps them in the long run with purchasing.</p>
<p><b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b></p> <p>This vehicle (#510) has a lot of mechanical issues. There are 4 catalytic converters on these vehicles and they are starting to fail. However, due to fact that LOTN's will use the vehicle on a more limited basis, they can likely get additional use out of the vehicle.</p>
<p><b>4. Financial – Budget-related information</b></p>
<p><b>5. Legal Review</b></p> <p>N/A</p>
<p><b>6. Policy Implications</b></p> <p>N/A</p>
<p><b>7. Plan – Timeline with who, what, where, and how</b></p> <p>Turn vehicle over to LOTN as soon as practical.</p>
<p><b>8. Alternative Plan – What are the implications if failure to approve?</b></p> <p>Put up for auction through GovDeals.</p>
<p><b>9. Attachments Included</b></p> <p>Letter from LOTN management attached.</p>

# Lakes of the North

A Residential Recreational Community

5950 Skytrails Court  
Mancelona, MI 49659

(231) 585-6000  
Fax (231) 585-6229

August 21, 2020

Sheriff Dan Bean  
107 Grove St.  
Bellaire, MI 49615

Dear Sheriff Dean,

As the new General Manager for Lakes of the North Association, I would like to follow through with the request, originally made by Ken Lashuay, to purchase a used patrol car for \$1.

The purpose of the vehicle will assist in security patrols increasing the response time to L/N residents and members, in conjunction with the county. This will also aid immensely as a visible deterrent in all areas of L/N.

Lakes of the North will assume responsibility and maintenance of the vehicle. We plan to allow our security officer, Todd Johnson, to keep the vehicle at his residence. The car will be used on a regular basis and only for patrolling in the development.

Thank you for your consideration,

Jeff Kohl  
General Manager  
Lakes of the North



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Commission on Aging

**Submitted By:** Judy Parliament

**Reviewed and Approved By:** Peter Garwood, Administrator

**Agenda Item:** 2020 -2022 Snow Removal Contracts for COA

### 1. Action Request/Suggested Motion

That the Board Chairman and Commission on Aging Director be authorized to execute agreements for services of snow removal at private senior residences in various locations throughout Antrim County for the seasonal years 11/01/2020 – 4/30/2020 and 11/01/2021 – 4/30/2021 with an option to extend for an additional two (2) years with the following contractors:

- Crossman Lawn & Landscape (Central Lake)
- Hilltop Lawncare (Bellaire)
- Moeke Logging (Mancelona)
- SJR Lawn & Snow (Elmira)
- TNT Outdoor Services, LLC (Elk Rapids)
- Union Designs (Bellaire)

### 2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

This is a seasonal program that is provided free of charge for low-income seniors in Antrim County. Seniors who have an income above 135% of poverty, pay a flat rate of either \$250 or \$350 (with extra shoveling included) per season. The list of contractors being submitted (above) for approval, has been reviewed by the COA Board of Advisors. They voted, at their Sept. 21, 2020 meeting, to recommend approval (pending background checks and confirmation of insurance) of all 6 contractors for the upcoming season – utilizing the same contract as previous year, with no changes or additions. Union Designs and Garrett Landscaping (now dba Crossman Lawn & Landscape) are the 2 returning contractors. The other 4 contractors will be new to the program this year.

### 3. Goal – Why the action is necessary; What is the specific target or outcome desired?

To provide safe, reliable and affordable snow removal to seniors throughout Antrim County. We serviced 116 households during the 2019/2020 season; 59 were at no cost to the client, 50 were partially subsidized and 7 were contracted (& paid) through the Medicaid Waiver program.

### 4. Financial – Budget-related information

\$64,000 has been budgeted for this program in 2021.

### 5. Legal Review

Contract was previously reviewed.

### 6. Policy Implications

N/A

### 7. Plan – Timeline with who, what, where, and how

Program begins on November 1<sup>st</sup>, 2020 and runs through April 30<sup>th</sup>, 2021

### 8. Alternative Plan

N/A

### 9. Attachments Included

COA 2020/21 Residential Snow Contractors List (Proposed)  
FYI: Program Rules and Self-Declaration Form

COMMISSION ON AGING 2020/21 RESIDENTIAL SNOW CONTRACTORS  
(PENDING INSURANCE CONFIRMATION AND BACKGROUND CHECKS)

Name: **Hilltop Lawncare**  
Mailing Address: 4482 Schuss Mt. Rd. Bellaire, MI 49615-0782  
Telephone Number: Office: 231-916-2224 Mike's Cell: 616-570-9205  
Contact Person: Willow Courter  
Service: Snow Plowing  
Geographic Service Area: Bellaire, Central Lake & Mancelona just to this side of 131

Name: **TNT Outdoor Services, LLC**  
Mailing Address: Elk Rapids, MI 49629  
Telephone Number: (231) 590-0170  
Contact Person: Taylor Umstead  
Service: Snow Plowing  
Geographic Service Area: Elk Rapids, Kewadin, Williamsburg

Name: **SJR Lawn & Snow**  
Mailing Address: 9904 Alba Hwy., Elmira, MI 49  
Telephone Number: 231-495-1364  
Contact Person: Judy & Steven Reno Cell : 810-650-7612  
Service: Snow Plowing  
Geographic Service Area: Alba, Elmira, Lakes of The North

Name: **Crossman Lawn & Landscape**  
Mailing Address: 823 W. Intermediate Lake Rd., Central Lake, MI 49622  
Telephone Number: Dave's Cell: 231-645-4435 Arnie's Cell: 231-645-0486  
Contact Person: Dave Crossman / Arnold Hurst  
Email: [dcrossman23@gmail.com](mailto:dcrossman23@gmail.com) / [ahurst557@gmail.com](mailto:ahurst557@gmail.com)  
Service: Snow Blowing  
Geographic Service Area: Alden, Bellaire, Central Lake, Ellsworth, N.E. Torch Lake

Name: **Moeke Logging**  
Address: 2348 Mancelona Rd. (PO Box 488), Mancelona, MI 49659  
Telephone Number: 231-564-2736 Mobile  
Contact Person: Braedon Moeke  
Service: Snow Plowing  
Geographic Service Area: Mancelona, Alba, Elmira, Lakes of the North, Bellaire

Name: **Union Designs**  
Mailing Address: P.O. Box 35, Bellaire, MI 49615-0035  
Telephone Number: 533-9216 Home Email: [uniondesigns22@yahoo.com](mailto:uniondesigns22@yahoo.com)  
Contact Person: E.J. Castle (Earl) Cell: 231-357-0237  
Service: Snow Plowing  
Geographic Service Area: Alden, Bellaire Senior Center; Bellaire, Central Lake, Mancelona



Antrim County Commission on Aging  
P.O. Box 614, Bellaire, MI 49615  
(231) 533-8703



**2020-21 SNOW REMOVAL PROGRAM RULES**

This program provides basic snow removal services only to seniors, 60 years of age and older, who are **FULL-TIME** Antrim County residents/homeowners.

**COST: A non-refundable cost of \$250 (basic snow removal) or \$350 (to include shoveling of one walkway & mailbox)** is required at time of sign up. The cost may be waived if the household income is at or below 135% of the Federal Poverty Guidelines (See Boxed Information Below).

- Proof (i.e. Bank Statements) of total household income is only required if applicant desires service at no cost.

**\*\* Returning Clients -If your financial status has not changed significantly since last season and we have a copy of your income on file, you do not need to send another copy to receive the service at NO cost.**

Once you sign up & pay, your contractor will be assigned and you will be notified who your contractor will be.

1 Person Annual Income at 135% of Poverty = \$17,226 or less (\$1,439 Monthly)  
2 Person Annual Income at 135% of Poverty = \$23,274 or less (\$1,940 Monthly)

**ENROLLMENT: Enrollment will begin Monday, October 19, 2020 and end on Monday, December 21, 2020.**

**Program Rules:**

- Program starts November 1, 2020 and ends April 30, 2020 or **until the budget has been expended.**
- Plowing occurs after 4 (four) inches of **new** snow. Client can expect up to a **150 foot of driveway** cleaned.
- Plowing will be completed 24 – 36 hours after a snowfall.
- **Payment for additional plowing requested by the client or family beyond the 150 foot drive, for less than required 4 inches, or for drifting or snowbanks caused by county plows, will be the responsibility of the client.**

**The COA Snow Program...**

- Does **NOT** plow during an active snow storm.
- Does **NOT** plow for excessive blowing or drifting.
- Does **NOT** plow if you are out of your home (e.g. Hospital, Nursing Home, Florida, Out of Town, etc.)
- Is **NOT** an emergency service.
- Does **NOT** plow for businesses, AFC or SNF Homes, rental duplexes, boarding homes, apartments, etc...
- Snow Plow providers do **NOT** clean off your car and/or move it to be able to plow.

**ANTRIM COUNTY – COMMISSION ON AGING**  
**Snow Removal Self Declaration Form 2020/21 Season**

Date of Birth: \_\_\_\_\_ Number of People in Household: \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

(Please Print)

Street Address: \_\_\_\_\_

Mailing Address (If different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Plow or Blow \_\_\_\_\_

Contractor Requested \_\_\_\_\_ Office use: \_\_\_\_\_

---

**If your financial status has not changed significantly since last season and we have a copy of your income on file, you do not need to send another copy to receive the service at NO cost.**

**If you are a NEW client your proof of income is required to receive the service at NO cost.**

Monthly Social Security Deposit Amount \$ \_\_\_\_\_

Pension(s) \$ \_\_\_\_\_

Other Income \$ \_\_\_\_\_

Additional Household Income \$ \_\_\_\_\_

**TOTAL MONTHLY HOUSEHOLD INCOME** \$ \_\_\_\_\_

Persons knowingly providing false information related to total household income may have services discontinued and may be requested to repay COA for monies spent on their services.

**I certify the financial information I have provided is correct.**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Shovel** \_\_\_\_\_ **No Shovel** \_\_\_\_\_ **Amount Paid** \_\_\_\_\_ **Date** \_\_\_\_\_ **Check #** \_\_\_\_\_

If someone other than the applicant assisted in completing this form, please print and sign your name below.

SIGNATURE \_\_\_\_\_

PRINTED \_\_\_\_\_ CONTACT PHONE \_\_\_\_\_



# Antrim County

## *Memorandum*

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October 1, 2020

TO: Board of Commissioners

FR: Peter Garwood, County Administrator

RE: Closed Session: Collective Bargaining Preparations – General Unit, Probate/Family Units

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From the Open Meetings Act 267 of 1976, 15.268 Closed sessions, permissible purposes, Section 8(c): “For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.”

Please consider the following motion:

**Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to go into closed session to discuss negotiations with the General and Probate/Family collective bargaining units.**



# A connection that will change your life

## Residential service plans:

**Ultra**    **\$99.99/mo**

**1 Gig Internet (1,000 Mbps)**

Great for Streaming HD/4K, Working From Home, Large File Uploads, and Home Security

**Family**    **\$69.99/mo**

**200 Mbps Internet**

Great for Streaming HD, Gaming, Taking Classes Online and Video Chats

**Basic**    **\$59.99/mo**

**100 Mbps Internet**

Great for Videocalling, Emailing, Streaming Music and Movies, Photo Uploads and Social Media

**Unlimited Voice**  **\$34.99/mo**

Crystal clear unlimited calling to the United States, Canada, Puerto Rico, and the U.S. Virgin Islands plus popular features such as three-way calling, caller ID, call forwarding, call waiting, and voice mail.

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1-888-485-2537 | [jointruestream.com](http://jointruestream.com)





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## **Building a life-changing network**

Rome wasn't built in a day and building a Truestream Fiber Network won't be either. We promise it is worth the wait. You can speed things up by pre-registering at [jointruestream.com](https://jointruestream.com) and sharing with your neighbors.

- 1.** Construction planning starts with an engineering field study to determine feasibility.
- 2.** Once the Great Lakes Energy board of directors approves the project, construction design begins and interest on [jointruestream.com](https://jointruestream.com) is reviewed.
- 3.** Crews prep power poles for fiber. The main fiber line is built first in a neighborhood, connecting it back to the backbone fiber network.
- 4.** Next, connections from the main line to the outside of individual homes are made. In some areas this is done overhead and in some areas lines are buried underground.
- 5.** Finally, we make installation appointments with those who have pre-registered and the connection is made inside the home. Please be patient as we work to get to this point.

**Pre-register at [jointruestream.com](https://jointruestream.com).**

Having trouble pre-registering online?  
Call 1-888-485-2537 or stop by one of our  
local Great Lakes Energy offices during  
regular business hours.

# We're Lighting up Your Neighborhood with Truestream Fiber

Great Lakes Energy is actively planning and constructing the Truestream fiber network to bring you the fastest and highest quality broadband experience in the area. Once your neighborhood is scheduled for construction, you will begin to see activity. We want you to be informed on how the process will unfold, so we've put together information on what to expect and how to prepare.

## Sign up for Truestream

If you haven't signed up for service yet, it's not too late! Sign up online at [jointruestream.com](http://jointruestream.com) or call **888-485-2537**.

### Questions?

[info@truestreamfiber.com](mailto:info@truestreamfiber.com)  
888-485-2537  
[jointruestream.com](http://jointruestream.com)

Antrim County Board of Commissioners

## Residential service plans:

<b>Ultra</b>	  	<b>\$99.99/mo</b>
<b>Family</b>	  	<b>\$69.99/mo</b>
<b>Basic</b>	  	<b>\$59.99/mo</b>
<b>Unlimited Voice</b>		<b>\$34.99/mo</b>

Business internet and voice plans are available. Internet service pricing starts at \$59.99/mo. Vacation plans for residential and business accounts are available, too. Visit our website or call for details.

**1-888-485-2537 | [jointruestream.com](http://jointruestream.com)**

Rome wasn't built in a day, and building a Truestream Fiber Network isn't either. We promise it is worth the wait. You can speed things up by pre-registering at [jointruestream.com](http://jointruestream.com) and sharing with your neighbors.

1. Construction planning starts with an engineering field study to determine feasibility.
2. Several additional factors are considered as well, including demand for service, constructibility, and grant funding availability.
3. Once the Great Lakes Energy board of directors approves the project, construction design begins and interest on [jointruestream.com](http://jointruestream.com) is reviewed.

**Pre-register at [jointruestream.com](http://jointruestream.com)**

Having trouble pre-registering online? Call 1-888-485-2537 or stop by one of our local Great Lakes Energy offices during regular business hours.



# Truestream

## Step-By-Step: Building Fiber Internet to Your Home



[jointruestream.com](http://jointruestream.com) *October 1, 2020*

## Important details for you to know

Once your neighborhood is scheduled for construction, you will see our crews building a fiber optic network. Once construction is complete, your neighborhood will soon be ready for in-home installation for our high-speed internet and voice service over Truestream's reliable network. Throughout the construction process, we want you to be well-informed about what to expect.

**It's not too late! Visit [jointruestream.com](http://jointruestream.com) or call 888-485-2537 to register today!**

## Step 1

### Fiber Construction Preparations

This is in the engineering, planning, and make-ready phase. **This step is complete in your area!**

#### What homeowners can expect

Sit back and watch the planning happen. There is nothing you need to do during this phase except sign-up for service at [jointruestream.com](http://jointruestream.com) (no obligation!) if you haven't already!

## Step 2

### Mainline Fiber Construction

We will physically place the fiber optic cables overhead and underground. For the most part, the path taken is usually along public rights of way on Great Lakes Energy's poles, or existing easements on private properties.

#### What homeowners can expect

Rest assured, we are working hard to install fiber that will bring fast, reliable internet and voice services to your area. Construction crews will be installing fiber in or near yard areas and will perform cleanup work when they are done. Please do not remove any flags marking utilities. Contact us at 888-485-2537, ext. 8927 with construction related concerns or questions.

## Step 3

### Return Your Installation Documents

If you have signed up for service and you're in an active area, we will email your installation paperwork. Electronically sign the paperwork, then print, fill out, and return the site plan. Work cannot begin until we have all your paperwork returned. Now would also be a great time to set up your online account at [truestreamfiber.com](http://truestreamfiber.com)

## Step 4

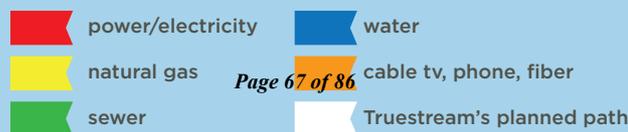
### Getting Your Property Ready

A drop tech will draft a sketch of the expected fiber construction path on your property. If you have underground service, we will leave a property marking kit at your door. Once MISS DIG has marked the utilities, please clearly mark your underground facilities with the kit. Your underground facilities may include things like propane, septic/drain fields, sprinkler systems or indivisible dog fences. Our goal is to provide a smooth installation process. Marking your underground facilities will help us achieve that goal.

#### What homeowners can expect

Our drop tech may or may not need to talk with you.

The key below explains the meanings of the colored flags you will see throughout the construction process.



## Step 5

### Outside Fiber Installation to Your Home

This step typically takes from two to four hours. Our crews will extend fiber from the mainline to the outside of your home. To complete this step, a small termination box will be installed on the exterior of your home, generally near your existing meter base.

#### What homeowners can expect

There is no need for you to be present unless you have a special situation, such as securing outside animals, or unlocking fences.

## Step 6

### Inside Fiber Installation

This typically requires one to three hours of work performed inside your home. This is when we schedule an appointment with you to install and connect our equipment. Our visit will include reviewing with you how all services work and answering your questions.

#### What homeowners can expect

A household decision maker over the age of 18 must be present throughout this step. Our installer will briefly discuss the routing of fiber cable inside your home, and then connect our provided Gigacenter modem/router, set up WiFi, and help connect up to four devices. If you need additional devices or television streaming set up, our Tech Squad is just a call away!

## Step 7

### Enjoy Your New Fiber Internet Service!

Celebrate! The world's now at your doorstep. Experience greater connection and communication. Settle in and enjoy Truestream. We look forward to serving you.

Visit [jointruestream.com](http://jointruestream.com) to do it!



# Memorandum Administration Department

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September 25, 2020

TO: Antrim County Board of Commissioner

FR: Pete Garwood, County Administrator

RE: Administrator's Report – October 1, 2020

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Current Situation: On July 2 the Board gave authority to the Administrator to approve grant applications related to the COVID-19 pandemic. On September 3 the Board resumed authority to approve all other grant applications and agreements.

The Governor continues to issue Executive Orders to extend the suspension of the Open Meetings Act (OMA) which continues to allow for meetings to be held electronically. Currently, the most recent order extends the OMA suspension to **October 29, 2020** (28 days past the October 1st extension of the Emergency Declaration). We will keep you apprised if there are additional extensions in the future.

In a related action: A Bill was introduced in the Michigan House of Representatives regarding changes to the OMA. [HB 6207](#) (2020) would amend the Open Meetings Act, [Amend Sec. 3 of 1976 PA 267 ([MCL 15.263](#)) & adds Sec. 3a. to allow for meetings to be held electronically by telephonic or video conferencing in compliance with the Act. An electronic meeting would require 2-way communication so that members of the public body and members of the public can hear and be heard. "A physical place is not required for an electronic meeting, and members of a public body and members of the public participating electronically in a meeting that is held in a physical place are to be considered present and in attendance at the meeting for all purposes" [Sec. 3.a (3)] Local units of government with an internet presence are subject to several requirements, including making the agenda of the electronic meeting available on a website at least 2 hours before the meeting begins." The bill was introduced on September 15 and referred to the Committee on Government Operations.

**REMINDER: The October 1 Board meeting will be mixed, virtual and in-person,** but is limited to 10 people (EO 2020-181) in the room starting at 9:00.

## **ADMINISTRATION RELATED MATTERS:**

1. **Broadband:** Prior to the last meeting, new information had come in. Eric Grandstaff informed us that the information was very general and he has asked the company that submitted it to provide more detail as he feels it will be necessary for us to make an informed decision. We will be meeting with him to update our plan to focus on homes and businesses without fiber broadband alternatives once the new numbers come in. Various partnership opportunities are being explored for getting broadband into the village areas, given that Trustream is already working on installation of the fiber to serve the rural areas.

2. **Truestream Presentation:** Shari Culver with Great Lakes Energy is scheduled at this meeting to provide a Truestream update to the Board at 11:20 AM.
3. **Abstract, Equalization, Register of Deeds (ROD) Department Discussion:** As there were no open objections to delaying any decision on this issue until October, when the Abstractor will be back on the job, Administration will continue to pull all the information together and organize it in such way that will allow the Board to make a better informed decision. We will be shooting to have the information pulled together for the next meeting.
4. **Designated County Assessor:** Public Act 660 of 2018 was approved by Governor Snyder on December 28, 2018 which amended the General Property Tax Act. P.A. 660 requires that each county notify the State Tax Commission (STC), no later than December 31, 2020, of the individual that will serve as the County's Designated Assessor (DA). The DA will serve as one of three options for a local unit of government (township) in the County which, upon audit by the STC and failure to correct deficiencies, is found to be "not in substantial compliance" as an assessing district.

On September 17 the Board chose authorize the County Administrator to negotiate with Jamie Houserman to include the DA responsibilities in the Equalization Director and Assistant Director agreement and extend it for a five year period (if the DA is engaged it will be for a five year period). I had initially planned for the proposed agreement to be on the agenda for this meeting. However, once Jamie and I began mapping out the process it became clear there was other things to be done prior to putting the new agreement before you for approval.

It became clear there are two agreements we will need adopted; 1. The amended agreement with Ms. Houserman and Ms. Thompson adding the DA responsibility to the agreement. 2. An interlocal agreement that names Ms. Houserman as the DA must be approved by a majority of the assessing units and the Board of Commissioners, and then sent to the State for approval. Ms. Houserman has already been named by the State as one of the few with the appropriate credentials that can serve as a DA. The following is the timeline:

Send draft interlocal agreement to legal counsel	09-25-20
Have meeting with assessing units to explain the requirements (Zoom)	10-12-20
Receive interlocal agreement from legal no later than	10-13-20
Send interlocal agreement to assessing units with request for approval	10-14-20
Deadline for assessing units to inform County of approval/disapproval	11-20-20
Both amended Houserman agreement and interlocal agreement in BOC packet	11-25-20
On BOC agenda for action for both	12-03-20
Copy of agreement sent to state tax commission no later than	12-15-20

Again, [Bulletin 8](#) provides additional information on the requirements if you are interested in learning more.

A question was asked regarding whether or not MAC had taken a position on the DA requirement. Deena Bosworth from MAC has indicated she will get back to me with an answer to the question.

5. **Land Purchase and Sale Policy:** We continue to target the presentation of a draft policy for late October or early November. No additional update.

6. **Zettel vs Antrim County (State Mandated Foreclosure Process):** As I mentioned in the last report, the State Supreme Court has decided the *Rafaeli* case, and it wasn't good for the counties or the treasurers. However, they left a lot of issues unanswered, which will have to be sorted out by the lower courts. As I mentioned at the last Board meeting verbally, the Charlevoix County Circuit Court heard arguments as to whether or not the case can be considered a class action lawsuit. A hearing was held on Monday, August 31st. The judge ruled that the case would be recognized as a class action lawsuit only within the borders of Charlevoix County, but would not include cases in the other counties in Michigan. With that ruling the attorney would have to file for a class action in every county individually. The Wexford County Administrator informed me they have been served for a similar lawsuit in their County. We will continue to monitor progress and keep you updated.

**HUMAN RESOURCES (HR) RELATED MATTERS:**

7. **Current County Employment Opportunities:**

- Antrim County Transportation Mechanic – Regular PT: Position posted and will remain open until filled.
- Sheriff Office Dispatcher – FT: Position has been reposted.
- Corrections Officer – FT opening due to a retirement: Two potential candidates are in background check.
- Prosecutor and Child Support Assistant – FT: Amber Sein has been offered the position.

8. **Employee Performance Reviews:** The Board, at its meeting on September 17, approve a schedule for evaluation of the County Administrator. Evaluation of the Finance Director will not happen at this time due to the fact that he has not been serving in the position long enough to make a fair evaluation.

9. **Employee Insurance Open Enrollment:** After a poll from members of the insurance committee (consisting of elected officials, appointed department heads, and representatives from the unions), it was the consensus of the group to continue with Priority Health for 2021. Renewal rates for Priority Health follow. Coverage will remain the same except the statutory out-of-pocket maximums increase from \$7,350/\$14,700 to \$8,150/\$16,300.

	Caps set by BOC on 9/3/20	RENEWAL 2021	CURRENT 2020	RENEWAL 2021	CURRENT 2020
		\$0 – 100% Plan		\$750/\$1,500 – 80% Plan	
<b>Single</b>	586.99	649.34	649.61	502.03	498.50
<b>Double</b>	1,315.15	1,558.41	1,559.06	1,204.87	1,196.40
<b>Family</b>	1,643.95	1,948.02	1,948.83	1,506.09	1,495.50
<b>Renewal Impact</b>		0.0%		0.7%	

Open enrollment has been scheduled for October 19 and 21 from 10:00 a.m. – 2:00 p.m. and 4:00 – 7:00 p.m. in Room 211.

10. **Retiree Insurance:** HR has been working on getting our practices in line with the current policy requirements regarding early retirees and County benefits. Letters are being sent to affected retirees to notify them of the need to seek other coverage.

### **FINANCE RELATED MATTERS:**

11. **2021 Budget Preparation:** The public hearing on the budget will be held at the October 1 Board meeting. Unless there are issues identified at the public hearing that require delay, the budget resolution and the expenditure resolution can be adopted at the same meeting.
12. **Summer Property Tax Deferment:** Legislation was passed by both the House and the Senate that would delay the collection of summer property taxes. The Governor vetoed the bills back in June. Although various efforts have taken place in both the House and the Senate they seemed to have missed the deadline.
13. **Mancelona DDA and Tax Increment Finance District:** At the last meeting, the board opted-out of the Mancelona DDA and Tax Increment Finance District Amendment. The matter will be revisited as the Village's plan develops. (NO UPDATE)

### **HEALTH & PUBLIC SAFETY (H&PS) RELATED MATTERS:**

14. **Meeting with the Health Department:** We are working on scheduling a meeting through the Health Department with Health Department representatives, Building Department representatives, four Commissioners, and me. It looks likely to be set up for October 9.
15. **COVID-19 Cases:** As of September 24, 2020, according to the Health Department, Antrim County has had 61 known cases of the COVID-19 Coronavirus. Of those 62 known cases, 53 are considered recovered.
16. **Opioid Litigation Update:** The most recent update from our attorney firm that represents the County on the opioid litigation was August 13. We have not received an update since that date.
17. **Stevens vs. Probate Court:** This case has been going on since 2017. The process for court dates extends out to 2022. However, there is a chance that a settlement may be proposed and reached before that date. I will keep you updated. No additional information at this time.

### **BUILDINGS, LANDS, & INFRASTRUCTURE (BLI) RELATED MATTERS:**

18. **Recycling Drop-Off Services:** A recommendation to the Board is on the agenda for this meeting.
19. **County Building Generator:** A recommendation to the Board is on the agenda for this meeting.
20. **Snow Plowing and Removal – County Facilities:** No Bids were received by the deadline. Staff will be contacting vendors and likely present options at the October 15 meeting.
21. **County Parking Lot Paving:** Speaking with maintenance staff, quotes were prepared to deal with large and critical cracks. Work was completed on September 21.
22. **American Waste – Transfer Station:** Recycling bins are now in place and the location will be added to the recycling website and pamphlets.
23. **County Property Easement Issue:** Mike Meriwether and I have been working with legal counsel on this issue. The company that owns power lines that cross County property in Star Township had cut a number

of trees and widened the easement without notification or permission. We are in contact with the company's forestry division and, working with legal counsel, have sent a proposal for reimbursement of lost revenues for the timber they cut and left in piles. We have received a counter proposal, but Mike feels it undervalues the timber. We have made a counter to their counter proposal, but have not heard back at this time. I will continue to update you on this as we move through the process.

24. **Parks and Recreation Plan:** The Administration office staff has been working on updating the demographic statistics, the parks and recreation facility inventory for the local units of government, and working with the GIS office to get updated maps. We have also slowly been reviewing and editing the text of the plan. The Committee has a meeting scheduled for October 26.
25. **Facilities Master Plan:** At the July 16, 2020, Board meeting, consensus of the Board was to delay any advancement on this project until the beginning of 2021. (NO UPDATE)
26. **Hydro Roof Replacement & Hatch Installation:** IRT Commercial Services was scheduled to do the roof replacement the third week of September. There has been a delay in getting the materials from the supplier. They are now scheduled to start early next week and expect to have it completed within ten days of starting. The Stockhausens expect to be on site for most of that period.
27. **Flood Insurance Presentation:** I have been in contact with a local insurance agent who has offered to put together a presentation for the Board and ultimately for interested residents regarding the requirements and process for a homeowner who is wanting or is required to have flood insurance. I continue to work on this one and will have updates in the future.
28. **Monthly Recycle Usage Totals:** For your information, attached is the 2020 second quarter report for recycling usage.

### **CONTRACTS/AGREEMENTS:**

**Reviewed by Civil Counsel and/or the County Administrator, approved by the Board of Commissioners, and tracked for future follow-up of expiration (where necessary):**

29. Havel (building automation system upgrades – temperature controls)
30. Protected Trust (email encryption software – on a month-to-month basis)
31. Memorandum of Agreement with member agencies for the use of MPSCS 800 mobile radio equipment.
32. Coronavirus Relief for Local Government Grant (CRLGG) application

**POLICIES:** Reviewed by Civil/Labor Counsel (when necessary) and/or the County Administrator, reviewed by elected officials and department heads, approved by the Board of Commissioners, and posted on the Antrim County website:

33. Remote Work Policy and Employee Agreement

### **CIVIL/LABOR COUNSEL REVIEWS:**

34. Coronavirus Emergency Supplemental Funding Grant (CESF) – expected prior to 9/29/2020
35. First Responder Hazard Pay Premiums Program (FRHPPP) Application – expected prior to 9/30/2020
36. The Sands of Elk Rapids Condominium Storm Sewer Drain (easement) – expected prior to 10/6/2020
37. Tax Foreclosure Case (working being done for the County Treasurer)

## QUESTIONS FROM THE BOARD OF COMMISSIONERS (September 17 meeting):

38. **Shared Software Program for Jail:** Commissioner Marcus inquired about Antrim County Jail getting the same software as three of the other counties that are also served by North Country Community Mental Health (CMH). It turns out that the three counties are Charlevoix, Cheboygan and Emmet (CCE) which are all tied together by a joint 911 dispatch authority. Due to this fact, they all decided to purchase the same record management system (RMS) and jail management system (JMS). This enables a record search by any one of the three counties to include the records of all three counties. Antrim County has a different RMS and JMS and because we are not tied to any other county it doesn't make sense for us to abandon the software we currently have, as we would not experience the same benefit that CCE experienced.

Also, when Sheriff Bean and Sergeant Rawlings met with Christine Gebhard, CMH Director, she indicated Antrim County would have to wait. At the time, she wanted to bring Cheboygan and Emmet on board with the Stepping Up program because of their affiliation with Charlevoix County and the fact that they were already participating. Ms. Gebhard informed Sheriff Bean and Sergeant Rawlings that she is developing a template specific for Antrim County and that we will be in the next round of counties.

Animal Control: Commissioner Ricksgers asked whether the three horses listed in the report were new additional horses. Sheriff Bean indicates all horses are gone. Commissioner Marcus inquired if stray cats are caught, fixed, and then released. Sheriff Bean indicates they are not.

39. **Bill boarding sides of Antrim County Transportation vans:** No action on this item yet.
40. **Sharing mechanic with Charlevoix:** No action on this item yet.
41. **Posting of minutes from agencies:** We are sending a notice to all agencies to which Antrim County gives an appropriation to send their minutes to all Commissioners.

## COMMUNICATIONS, NOTES OF INTEREST:

42. **2020 Census:** Continuing to keep in the forefront, I encourage commissioners to reach out to your constituents to encourage them to fill out their 2020 Census. The Census is scheduled to complete all work by September 30, 2020. As of September 22, 2020, *(with the inclusion of enumerated field data responses)* nationally rates are 95.8%, in Michigan 96.2%. No enumerated numbers are available for Antrim County, self-response rate is 46.1%.
43. **2020 Northwest Michigan Housing Summit:** The annual Northwest Michigan Housing Summit, scheduled for October 20-22, will be held virtually this year. Registration for the event is now open. If you are interested in attending, please contact Margie Boyd in the Administration Office by October 19 and she will get you registered.

	Elk Rapids	Kewadin	Central Lake	Bellaire	Mancelona	Alden	Ellsworth	Star Twp	Total Billed
<b>April</b>									
Total pulls	17	12	8	12	13	9	13	5	89
Total tons	32.04	15.54	7.29	30.8	18.7	11.41	15.4	3.16	134.34
<b>May</b>									
Total pulls	15	13	8	15	13	9	11	7	91
Total tons	43.06	20.64	13.2	47.13	23.08	17.23	15.6	5.2	185.14
<b>June</b>									
Total pulls	16	21	9	17	13	13	12	10	0
Total tons	47.1	26.55	20.4	52.35	21.75	22.65	18.15	7.95	216.9
Grand total pulls	48	46	25	44	39	31	36	22	291
Grand total tons	122.2	62.73	40.89	130.28	63.53	51.29	49.15	16.31	536.38

Totals 2nd Qtr.	2020	2019	2018	2017	2016	2015
# Bins Pulled	180	257	266	390	344	339
Tons	536.38	496.65	445.61	442.82	396	556.5
Year to Date	2020	2019	2018	2017	2016	2015
# Bins Pulled	433	472	484	618	616	592
Tons	884.84	817.05	766.7	776.07	684.3	858.3

# Memo

To: County Board of Commissioners  
From: Leslie Meyers, Coordinator  
cc: Peter Garwood, County Administrator  
Date: September 17, 2020  
Re: August – September 2020 Report

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- Completed required monthly radio tests for Statewide 7 and Emergency Management Region 7.
- Bi-weekly MSP EMHSD (Michigan State Police – Emergency Management Homeland Security Division) update meetings have been reduced to monthly at this time.
- September 2020 Region 7 Homeland Security Planning Board Meeting – via Zoom.
- The SARA Title III reporting was turned in to the state. These sites (businesses with extremely hazardous chemicals) are inventoried and the info shared with those that need to know. We officially added a new site this year – EJ. Prior to this year, Charlevoix County had the responsibility. We will be awarded limited funding (up to \$1000) that is directed to the 287-426 account. The LEPC/LPT uses this funding to assist with training and exercises.
- The CERT Team utilized electronic training for September and “attended a virtual class on pipeline safety. The fourth quarter/year end reports will be due mid-October.
- I passed the Professional Emergency Management (PEM) test on Wednesday, August 26.
- All emergency equipment continues to be properly maintained for summer.
- Currently distributing the new ERG (Emergency Response Guidelines) Book for all public safety officials in the County.
- To date, 2 of the 3 Coronavirus Emergency Supplemental Funding (CESF) Grants have been approved – the Sheriff and the Courts. It is hoped that we will here beck within the next few days on the Prosecutors application.
- The ACES meeting (the first in- person ACES meeting since the first week of March) was a big success. We had over 20 in attendance. While technology based applications make meeting convenient and less time consuming, there is something to be said about the comradery that comes with in person meetings. The next meeting,

scheduled for October 28 is tentatively scheduled for Kearney Township Hall as social distancing can be achieved if the Executive Orders have been lifted to allow the meeting in person. If not, we will resort back to Zoom.

- Met with the new TAA staff to discuss training, public education, grant opportunities and partnerships.
- Each member of the R7 HSPB is required to sit in on a subcommittee. I have been allocated to the training committee. We are addressing how to get the required training that is needed in the EM world without the ability to meet in person.
- The Senior and Elected Officials class was approved for me to instruct by MSP. They are adding it to the virtual winter schedule. I will keep you updated if any of you have an interest in participating.
- Attended the FEMA Flood Study virtual meeting. The information presented discussed the next three years of their study plan and the coordination with the Army Corps of the lake level study. Should anyone wish additional information or the slides, please let me know.
- Received some training on a new virtual platform called Microsoft Teams.
- Participated in a virtual tabletop exercise.
- Finalizing the year end forms for the Feds and State as their fiscal year ends on September 30.
- This year, due to limitations with pandemic, “Chopped – Disaster Style” will be held virtually the evening before the Harvest Festival (September 25). If you missed it, you can go to the EM Facebook page and see the recording.
- Like us on Facebook. <https://www.facebook.com/antrimemergencymanagement/>



**CONSTRUCTION PROGRESS  
ANTRIM COUNTY AIRPORT  
*Rehabilitate Taxiway A and B*  
September 23, 2020**

The Antrim County Airport has started a project to rehabilitate Taxiway A and Taxiway B. The project consists of pulverizing the existing pavement and replacing with two new layers of asphalt. The project is divided into two phases to allow the airport to remain open during the project.

The base course is currently being placed on the first phase. Completion of the base course is anticipated today with the top course being placed tomorrow and Friday. Restoration of the shoulders and painting of a centerline should be completed Saturday or Monday then the project will move to the next phase.

Work is progressing well, and we are anticipating a good final product with work to be completed by the second week of October 2020.

Steve Schenden  
Resident Project Representative



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Accounting

**Submitted By:** Brad Rizzo

**Reviewed and Approved By:** Peter Garwood

**Agenda Item:** Airport Operating Transfer Reduction

<p><b>1. Action Request/Suggested Motion</b></p> <p>Approve a budget amendment for the reduction in the grant match required for the airport and a corresponding reduction in the transfer from general fund as follows:</p> <table> <tr> <td>581000-295-954-295 Airport Grant Match</td> <td>(82,000)</td> </tr> <tr> <td>581000-000-699.101 Airport Transfer in General Fund</td> <td>(82,000)</td> </tr> <tr> <td>101000-966-956.581 General Fund Transfer out Airport</td> <td>(82,000)</td> </tr> </table>	581000-295-954-295 Airport Grant Match	(82,000)	581000-000-699.101 Airport Transfer in General Fund	(82,000)	101000-966-956.581 General Fund Transfer out Airport	(82,000)								
581000-295-954-295 Airport Grant Match	(82,000)													
581000-000-699.101 Airport Transfer in General Fund	(82,000)													
101000-966-956.581 General Fund Transfer out Airport	(82,000)													
<p><b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b></p> <p>The airport was scheduled to have the taxiway rehabbed and had budgeted for a grant match of 120,000 for the project. As part of the CARES Act, the airport’s local match for 2020 has been eliminated. The amount now due to the state is approximately 20,000. Part of this excess balance has been used as an emergency repair to replace the air conditioning unit and another portion has been used to cover the unanticipated rise in insurance due to claims in the aviation insurance industry (Boeing, Nashville tornado, etc).</p> <p>The remaining funding to be returned to the general fund is approximately 82,000.</p>														
<p><b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b></p> <p>To reimburse the general fund for excess funding as a portion of the anticipated local match is now covered under the CARES Act.</p>														
<p><b>4. Financial – Budget-related information</b></p> <p>The return of the excess funds will have no effect on the budget for the airport and will increase the general fund’s fund balance by 82,000.</p> <p>The budget activity for the account is as follows:</p> <table> <tr> <td>Original budget:</td> <td>120,000</td> </tr> <tr> <td>A/C replacement</td> <td>(8,036)</td> </tr> <tr> <td>Tank cleaning</td> <td>(3,000)</td> </tr> <tr> <td>Insurance increase</td> <td>(3,500)</td> </tr> <tr> <td>Trash increase</td> <td>(240)</td> </tr> <tr> <td>Transfer to GF</td> <td>(82,000)</td> </tr> <tr> <td>Remaining balance</td> <td>23,224</td> </tr> </table>	Original budget:	120,000	A/C replacement	(8,036)	Tank cleaning	(3,000)	Insurance increase	(3,500)	Trash increase	(240)	Transfer to GF	(82,000)	Remaining balance	23,224
Original budget:	120,000													
A/C replacement	(8,036)													
Tank cleaning	(3,000)													
Insurance increase	(3,500)													
Trash increase	(240)													
Transfer to GF	(82,000)													
Remaining balance	23,224													
<p><b>5. Legal Review</b></p>														
<p><b>6. Policy Implications</b></p>														
<p><b>7. Plan – Timeline with who, what, where, and how</b></p>														
<p><b>8. Alternative Plan – What are the implications if failure to approve?</b></p>														
<p><b>9. Attachments Included</b></p>														



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Accounting

**Submitted By:** Brad Rizzo

**Reviewed and Approved By:** Pete Garwood

**Agenda Item:** Jury Commission Budget Amendment

<b>1. Action Request/Suggested Motion</b>
To approve a budget amendment for increased travel in the jury commission department as follows: 101000-165-861.000 Jury Commission Travel 65 101000-191-802.000 Accounting Contractual Svc (65)
<b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b>
The jury commission required additional meetings, and the commission members are paid for mileage. The additional meetings caused a small overage in the travel line item in the budget.  This overage was noted in the prior two finance director’s reports.
<b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b>
To keep actual expenditures under budget according to P.A. 2 of 1968.
<b>4. Financial – Budget-related information</b>
This budget amendment will have no impact on the fund balance in the general fund. At the beginning of the year, the accounting department received a budget amendment for a contracted finance director in the amount of \$30,000. As the position is now filled, the remaining 23,405 in the line item is not expected to be used.
<b>5. Legal Review</b>
NA.
<b>6. Policy Implications</b>
<b>7. Plan – Timeline with who, what, where, and how</b>
<b>8. Alternative Plan – What are the implications if failure to approve?</b>
<b>9. Attachments Included</b>



# Antrim County

## Memorandum

September 25, 2020

TO: Board of Commissioners

FR: Bradley Rizzo, Finance Director and Peter Garwood, County Administrator

RE: Governance Letter Status Update: Response to Recommendations

At the September 17, 2020 Board of Commissioners meeting, the Finance Director was asked to provide an update to the Board of Commissioners on the status of items that were recommended by the auditor. The following is in response to that request:

1. Perform vulnerability and intrusion scans:

As was mentioned by Jeremy Scott in the last Board meeting, we did have a vulnerability scan completed for a different audit recently. However, we do not have the software or a contractor to do it on a regular basis. Valerie has informed us that for an initial cost (first year) we can purchase the software and service (a very robust service that provides the ability to conduct many different scans and test) for approximately \$15,000. We do not know what the annual cost would be after the first year, but Valerie is looking into it. We will be bringing a proposal to you at a future meeting when we have all the information necessary.

2. Uniform administrative requirements:

I am currently reviewing the existing policies and procedures and comparing them to the templates provided by the auditors, as well as the related Code of Federal Regulations (CFR).

3. Single approach for reporting leases:

GASB 87 was released in June, 2017, and was originally effective for years beginning after December 15, 2019 (our 2020 audit). GASB 95 was adopted in May, 2020, to delay several pending pronouncements, including GASB 87. The new implementation date is fiscal years beginning after June 15, 2021 (our 2022 audit). This project has been on my to-do list for some time.

Under the new standard, all leases are to be capitalized and amortized similar to a mortgage. We are to record the value of the asset and depreciate, as well as recognize a lease liability and interest expense. A sample lease for a copier is below:

Lease: B8045H (XEROX B8045H) Copier  
 Term: 5years (11/1/2019-10/30/2024)  
 Minimum Payment (Annual): \$1,424.40  
 Implicit Rate:  
 Incremental Borrowing Rate: 2%  
 Present Value of Lease Payments: \$6,714.00

Date	Beginning liability	Lease payment	Interest	Principal	Ending liability	Beginning Asset	Depreciation	Ending Asset
12/31/2019	6,714.00	237.40	22.38	215.02	6,498.98	6,714.00	224.00	6,490.00
12/31/2020	6,498.98	1,424.40	129.98	1,294.42	5,204.56	6,490.00	1,343.00	5,147.00
12/31/2021	5,204.56	1,424.40	104.09	1,320.31	3,884.25	5,147.00	1,343.00	3,804.00
12/31/2022	3,884.25	1,424.40	77.69	1,346.71	2,537.54	3,804.00	1,343.00	2,461.00
12/31/2023	2,537.54	1,424.40	50.75	1,373.65	1,163.89	2,461.00	1,343.00	1,118.00
10/30/2024	1,163.89	1,187.00	19.40	1,167.60	(3.71)	1,118.00	1,119.00	(1.00)

4. Pension and OPEB reporting updates:

The new template for reporting pension and OPEB information has been issued by the state and was submitted to the state in a timely manner. MERS is aware of the state reporting guidelines and issues the required information in the actuarial valuations.

The supplemental health insurance plan for the sheriff department employees is classified as a pension plan, and there is no option for a small-plan exemption in GASBs 67 and 68. Therefore, a new actuarial valuation must be performed on these plans. I will make sure that the contracted actuaries are aware of and follow the required uniform assumptions.

5. GASB 84 – Fiduciary Activities:

GASB 84 was issued in January, 2017, with an original effective date for fiscal years beginning after December 15, 2018 (our 2019 audit). GASB 95 was adopted in May, 2020, to delay several pending pronouncements, including GASB 84. The new implementation date is for fiscal years beginning after December 15, 2019 (our 2020 audit).

This standard greatly reduces the nature of items we are able to classify in the fiduciary funds and also revises the reporting of these activities. Due to timing, this statement was partially implemented for the 2019 audit, the amounts were reclassified to the general fund, but the fiduciary fund was not changed to the new reporting methodology. This is the primary reason for the increase in accrued liabilities in the 2019 audit.

I have BS&A scheduled to review our financial applications in November, and reclassifying the activity to the general fund has already been requested as part of these discussions.

6. Interest during construction period:

No change is needed for this item. In the past, when a bond was issued for construction, the interest expense during construction was charged to the asset. Now, it will be accounted for as an expense.

Other/Not listed

General ledger renumbering:

On April 20, 2020, the Michigan Department of Treasury delayed the implementation of the renumbered chart of accounts by one year. The county is now recommended to implement by January 1, 2022 and required by December 31, 2022.

I have begun working on this issue. The plan as of now consists of three stages:

1. Enter GASB 34 report groupings into BSA as the statements are currently classified. This process is started. I have completed the balance sheet for general funds. Income statement for general funds. All proprietary funds and government-wide adjustments are open items.
2. Renumber the chart to the state standard.
3. Reclassify the new numbers to the state's groupings in the F-65, while keeping an audit trail for reclassifications/prior period adjustments.



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Accounting

**Submitted By:** Brad Rizzo

**Reviewed and Edited By:** Peter Garwood

**Agenda Item:** Anderson Tackman One Year Extension

<p><b>1. Action Request/Suggested Motion</b></p> <p>To accept a one year extension for Anderson Tackman to continue providing audit services to the county for the 2020 fiscal year.</p>
<p><b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b></p> <p>Anderson Tackman has been providing audit services to the county for several years. The 2019 audit was the last year of the contract. I plan to put the audit out to bid next for the 2021 audit.</p> <p>Most auditors will perform preliminary fieldwork for larger clients. Due to the lack of time, I am requesting a one-year extension of Anderson Tackman. There were several additional challenges in the 2019 audit, primarily the lack of time that I had on the job and the audit was performed remotely. A one-year extension will provide an opportunity to evaluate the current services.</p>
<p><b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b></p> <p>The short-term goals are to provide continued services and to evaluate the current services. The long-term goal is to ensure the county is receiving quality and economical services.</p>
<p><b>4. Financial – Budget-related information</b></p> <p>The 2020 audit is budgeted above the quoted rate. No amendments are necessary.</p>
<p><b>5. Legal Review</b></p>
<p><b>6. Policy Implications</b></p>
<p><b>7. Plan – Timeline with who, what, where, and how</b></p>
<p><b>8. Alternative Plan – What are the implications if failure to approve?</b></p>
<p><b>9. Attachments Included</b></p> <p>Anderson Tackman proposal</p>



**ANDERSON, TACKMAN & COMPANY, PLC**  
**CERTIFIED PUBLIC ACCOUNTANTS**

**KINROSS OFFICE**

SUE A. BOWLBY, CPA, PRINCIPAL  
 KENNETH A. TALSMA, CPA, PRINCIPAL  
 AMBER N. MACK, CPA, PRINCIPAL

PHILLIP J. WOLF, CPA  
 LESLIE A. BOHN, CPA  
 TORI N. KRUISE, CPA

**MEMBER AICPA**  
**DIVISION FOR CPA FIRMS**

**MEMBER MACPA**

**OFFICES IN**  
**MICHIGAN & WISCONSIN**

September 23, 2020

Antrim County  
 Board of Commissioners  
 P.O. Box 520  
 Bellaire, MI 49615

RE: Audit Quote Contract Extension

Dear County Commissioners:

Thank you for this opportunity to quote to extend our current professional services contract for an additional one year. We appreciate our long-term relationship with County of Antrim and look forward to it continuing into the future. Because of our past relationship we are willing to commit to the following base audit quote:

<u>County of Antrim</u>	
<u>Year</u>	<u>Amount</u>
2020	\$ 22,000
<u>Antrim County Transportation</u>	
<u>Year</u>	<u>Amount</u>
2020	\$ 2,500

The above fees include federal compliance procedures required under the Uniform Guidance for governmental units expending more than \$750,000 of federal funds, Single Audit Schedules and Compliance Reports.

If the County needs any additional accounting services this would be billed at our standard hourly rates.

<u>Accounting Service Rates</u>	
<u>Title</u>	<u>Amount Per Hour</u>
Partner	\$ 145.00
Senior Staff	85.00
Staff	50.00
Clerical	48.00

Sincerely,

*Kenneth A. Talsma*

Kenneth A. Talsma, CPA  
Governmental Services Principal



## Action Request to Board of Commissioners

**Meeting Date:** October 1, 2020

**Department:** Accounting

**Submitted By:** Brad Rizzo

**Reviewed and Approved By:** Peter Garwood

**Agenda Item:** FRHPPP budget amendment correction

<b>1. Action Request/Suggested Motion</b>	
To approve the correction to the First Responders Hazard Pay budget amendment as follows:	
259000-000-528.000	Federal Grants (9,000)
259000-348-707.007	Other Premiums (9,000)
259000-348-715.000	FICA (689)
261000-000-528.000	Federal Grants 9,000
261000-348-707.007	Other Premiums 9,000
261000-348-715.000	FICA 689
<b>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</b>	
In the original budget amendment, I accidentally requested the budget amendment in fund 259000, which is the 911 training fund. The correct fund should have been the 911 operating fund, 261000.	
<b>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</b>	
To apply the grant proceeds and payroll to the proper fund.	
<b>4. Financial – Budget-related information</b>	
This budget amendment reflects the proper fund the hazard pay premiums should be paid from.	
<b>5. Legal Review</b>	
<b>6. Policy Implications</b>	
<b>7. Plan – Timeline with who, what, where, and how</b>	
<b>8. Alternative Plan – What are the implications if failure to approve?</b>	
<b>9. Attachments Included</b>	
Prior request..	



# Action Request to Board of Commissioners

**Meeting Date:** September 17, 2020

**Department:** Accounting

**Submitted By:** Brad Rizzo

**Edited and Approved By:** Peter Garwood

**Agenda Item:** First Responder Hazard Pay Premiums Program

*ORIGINAL REQUEST*

## 1. Action Request/Suggested Motion

To accept the First Responders Hazard Pay Premiums Program grant funds when offered, pending legal review, and authorize a budget amendment as follows:

101000-000-528.000	Federal Grants	48,000
101000-301-707.007	Other Premiums	48,000
101000-301-715.000	FICA	3,672

259000-000-528.000	Federal Grants	9,000
259000-348-707.007	Other Premiums	9,000
259000-348-715.000	FICA	689

*259 is incorrect.  
Correct fund is 261.*



## 2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

In late July, the State of Michigan announced the First Responders Hazard Pay Premiums Grant (FRHPPP). This grant provides for hazard pay of up to \$1,000 per first responder and up to \$5,000,000 per applicant. The total amount available for this program was \$100,000,000.

When the grant was released, everyone was encouraged to apply as quickly as possible, as the grant was available to all units, including the City of Detroit, Wayne County, and other units that received CARES funding directly.

Upon review, 57 individuals were identified that fit the categories laid out in the grant, and the application was turned in on 8/3/20. These premiums are to be paid before 9/30/20 to be eligible for the grant, but so far, we have not received notice. I have attended several webinars in which the department of the treasury has stated that they have brought in extra staff to process the applications and they would be ready shortly.

## 3. Goal – Why the action is necessary; What is the specific target or outcome desired?

To compensate eligible employees for hazard pay.

## 4. Financial – Budget-related information

The grant provides for the payment of the \$1,000, but the associated benefits and payroll taxes are the responsibility of the local unit. Accepting the grant would include \$4,361 of general funds.

## 5. Legal Review

None, as the grant has not yet been awarded, but will likely be awarded shortly due to the September 30 payout deadline.

## 6. Policy Implications

## 7. Plan – Timeline with who, what, where, and how

## 8. Alternative Plan – What are the implications if failure to approve?

## 9. Attachments Included

Grant application.