

Health and Public Safety Committee

Christian Marcus

Karen Bargo, Chairman

Robert Wilson

September 22, 2016

To: **Health and Public Safety Committee**

From: **Pete Garwood, County Administrator**

Re: **Meeting Notice**

The Health, Animal Control and Public Safety Committee meeting will be held on

Tuesday, September 27, 2016

Antrim County Building, **Room 211**
203 East Cayuga Street, Bellaire, Michigan.

Agenda items include:

- 9:00 a.m. Public Comment
- 9:01 a.m. Commission on Aging – Judy Parliament
 - Financial Reports – **attached pgs. 2-11**
 - Health Dept. of Northwest Michigan Non-skilled Nursing Agreement – **attached pgs. 12-14**
 - Area Agency on Aging Purchase of Service Agreement – **attached pgs. 15-19**
 - Grand Valley State University Affiliation Agreement – **attached pgs. 20-27**
 - Dining Out Agreements – **attached pgs. 28-30**
- 9:30 a.m. Airport Update – John Strehl
 - Financial Reports – **attached pg. 31-32**
 - Airport Event – **attached pgs. 33-34**
 - Storage Tank Liability – **attached pgs. 35-37**
 - MDOT contract – **attached pgs. 38-41**
 - 5 Year CIP Plan – **attached pgs. 42-49**
- 9:45 a.m. ACT Update – Al Meacham
 - Financial Reports – **attached pgs. 50-52**
 - MDOT Master Agreement – **attached pgs. 53-84**
- 9:50 a.m. Sheriff Department Update – Sheriff Dan Bean
 - Animal Control Report – **attached pg. 85**
 - Grand Valley State University Affiliation Agreement – **attached pgs. 86-87**
 - MPSCS invoices – **attached pgs. 88-98**
- 10:05 a.m. Emergency Services – Leslie Meyers
 - Monthly Report – **attached pg. 99**
- 10:15 a.m. Various Matters
- 10:20 a.m. Public Comment

Please call the Administration and Planning office if you have any questions or concerns.

If you wish to attend this meeting and require special assistance, please contact the Administration Office by writing P.O. Box 187, Bellaire, MI 49615; emailing: countyadmin@antrimcounty.org; or calling 231-533-6265.

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 297000	COMMISSION	ON AGING					
08/01/2016			297000-000-001.000 CASH CONTROL		BEG. BALANCE		740,407.25
08/01/2016	CR	RCPT	Imported Subsidiary Database Receipt	20665	449.08		740,856.33
08/02/2016	POOL	JE	DSTRBTION-WK COMP FNL AUDIT RFD CK 8	18185	928.15		741,784.48
08/02/2016	CR	RCPT	Imported Subsidiary Database Receipt	20673	3,155.50		744,939.98
08/02/2016	CD	CHK	SHIRLEY'S CAFE	51512		614.25	744,325.73
08/02/2016	CD	CHK	PRAIRIE FARMS DAIRY	51513		645.01	743,680.72
08/02/2016	CD	CHK	MIGHTY MOW LAWN CARE	51514		60.00	743,620.72
08/02/2016	CD	CHK	VILLAGE OF BELLAIRE	51515		252.66	743,368.06
08/02/2016	CD	CHK	THE FLOUR POT	51516		55.50	743,312.56
08/02/2016	CD	CHK	AT&T	51517		173.01	743,139.55
08/02/2016	CD	CHK	FRONTIER	51518		147.38	742,992.17
08/02/2016	CD	CHK	ANTRIM COUNTY TRANSPORTATION	51519		1,269.09	741,723.08
08/02/2016	CD	CHK	SENIOR VOLUNTEER PROGRAMS	51520		385.82	741,337.26
08/02/2016	CD	CHK	NORTHWEST MI COMMUNITY HEALTH	51521		3,090.00	738,247.26
08/02/2016	CD	CHK	DELIVERY CONCEPTS	51522		393.38	737,853.88
08/02/2016	CD	CHK	L & R TRUE VALUE	51523		55.84	737,798.04
08/02/2016	CD	CHK	MDSA	51524		50.00	737,748.04
08/02/2016	CD	CHK	MASC	51525		75.00	737,673.04
08/02/2016	CD	CHK	DELAGE LANDEN FINANCIAL SER. INC	51526		307.40	737,365.64
08/03/2016	CD	CHK	COMMUNITY SERVICES NETWORK	51535		4,695.00	732,670.64
08/03/2016	CD	CHK	KENNETH OSAER	51536		594.59	732,076.05
08/03/2016	CD	CHK	LINDA MATSON	51542		13.44	732,062.61
08/03/2016	CD	CHK	BILLIE TREMBLAY	51543		8.40	732,054.21
08/03/2016	CD	CHK	MARIE CZARNECKI	51544		27.44	732,026.77
08/03/2016	CD	CHK	PEGGY CRIDER	51545		42.56	731,984.21
08/03/2016	CD	CHK	STEPHANIE JOHNSON	51546		262.64	731,721.57
08/03/2016	CD	CHK	MIKE LABEAU	51547		166.32	731,555.25
08/03/2016	CD	CHK	KRISTY WINDISH	51548		237.44	731,317.81
08/04/2016	PR	CHK	SUMMARY PR 08/04/2016			25,998.70	705,319.11
08/04/2016	CR	RCPT	Imported Subsidiary Database Receipt	20719	621.88		705,940.99
08/05/2016	CR	RCPT	Imported Subsidiary Database Receipt	20725	2,014.40		707,955.39
08/05/2016	CR	RCPT	Imported Subsidiary Database Receipt	20738	10,654.09		718,609.48
08/05/2016	CD	CHK	GORDON FOOD SERVICE	51576		5,130.82	713,478.66
08/05/2016	CD	CHK	WEST SHORE PUBLICATIONS	51577		47.00	713,431.66
08/05/2016	CD	CHK	DTE ENERGY	51578		129.35	713,302.31
08/09/2016	CR	RCPT	Imported Subsidiary Database Receipt	20770	535.80		713,838.11
08/09/2016	CD	CHK	CENTURY LINK	51594		10.79	713,827.32
08/10/2016	CD	CHK	EARTHGRAINS BAKING CO	51605		115.05	713,712.27
08/10/2016	CD	CHK	PRAIRIE FARMS DAIRY	51606		277.43	713,434.84
08/10/2016	CD	CHK	AMERICAN WASTE/NORTH COUNTRY	51607		158.50	713,276.34
08/10/2016	CD	CHK	CONSUMERS ENERGY	51608		1,267.34	712,009.00
08/10/2016	CD	CHK	CHRISTINA GALDAY	51609		60.00	711,949.00
08/11/2016	CR	RCPT	Imported Subsidiary Database Receipt	20789	262.95		712,211.95
08/11/2016	CD	CHK	SHELLI GUTHRIE	51747		200.00	712,011.95
08/11/2016	CD	CHK	MANCELONA TWP TREASURER	51748		760.00	711,251.95
08/11/2016	CR	RCPT	Imported Subsidiary Database Receipt	20800	2,923.35		714,175.30
08/16/2016	CR	RCPT	Imported Subsidiary Database Receipt	20829	4,076.28		718,251.58
08/17/2016	CD	CHK	BETH MARSHALL-LACY	51789		525.00	717,726.58
08/17/2016	CD	CHK	DANNY BELLENBAUM	51790		100.00	717,626.58
08/17/2016	CD	CHK	PETER AND LESLIE BENNETT	51791		100.00	717,526.58
08/17/2016	CD	CHK	L & R TRUE VALUE	51806		9.58	717,517.00
08/17/2016	CD	CHK	EARTHGRAINS BAKING CO	51807		28.80	717,488.20
08/17/2016	CD	CHK	GORDON FOOD SERVICE	51808		1,978.79	715,509.41
08/17/2016	CD	CHK	SPARTAN STORES LLC	51809		14.98	715,494.43
08/17/2016	CD	CHK	WEST SHORE PUBLICATIONS	51810		329.00	715,165.43
08/17/2016	CD	CHK	SHERRY A COMBEN	51811		60.00	715,105.43
08/17/2016	CD	CHK	DUNN'S BUSINESS SOLUTIONS	51812		373.10	714,732.33
08/17/2016	CD	CHK	KENNETH OSAER	51813		339.71	714,392.62
08/17/2016	CD	CHK	CONTINENTAL LINEN SERVICE	51814		422.29	713,970.33
08/17/2016	CD	CHK	SHIRLEY'S CAFE	51815		420.00	713,550.33
08/17/2016	CD	CHK	PRAIRIE FARMS DAIRY	51816		143.64	713,406.69
08/17/2016	CD	CHK	JAN CLARK	51817		122.89	713,283.80
08/17/2016	CD	CHK	PEGGY CRIDER	51792		58.24	713,225.56
08/17/2016	CD	CHK	MARIE CZARNECKI	51793		17.92	713,207.64
08/17/2016	CD	CHK	STEPHANIE JOHNSON	51794		182.56	713,025.08
08/17/2016	CD	CHK	MIKE LABEAU	51795		164.64	712,860.44
08/17/2016	CD	CHK	LINDA MATSON	51796		13.44	712,847.00
08/17/2016	CD	CHK	BILLIE TREMBLAY	51797		11.76	712,835.24
08/17/2016	CD	CHK	KRISTY WINDISH	51798		377.44	712,457.80
08/18/2016	PR	CHK	SUMMARY PR 08/18/2016			18,042.08	694,415.72
08/18/2016	CR	RCPT	Imported Subsidiary Database Receipt	20865	456.15		694,871.87
08/22/2016	CD	CHK	BRIAN MCDUFFIE	51837		75.00	694,796.87
08/23/2016	CR	RCPT	Imported Subsidiary Database Receipt	20896	426.46		695,223.33
08/24/2016	CR	RCPT	Imported Subsidiary Database Receipt	20914	2,797.01		698,020.34
08/24/2016	CR	RCPT	Imported Subsidiary Database Receipt	20919	399.67		698,420.01
08/25/2016	CD	CHK	SHELLI GUTHRIE	51858		300.00	698,120.01
08/25/2016	CD	CHK	AT&T	51859		172.99	697,947.02
08/25/2016	CD	CHK	LISA MOHSER	51860		60.00	697,887.02
08/25/2016	CD	CHK	SENIOR VOLUNTEER PROGRAMS	51861		636.27	697,250.75
08/26/2016	CR	RCPT	Imported Subsidiary Database Receipt	20940	15,070.04		712,320.79
08/26/2016	CD	CHK	STAR LINE MACKINAW ISLAND FERRY	51863		3,280.00	709,040.79
08/26/2016	CD	CHK	DEB HOPP	51864		150.00	708,890.79
08/29/2016	POOL	JE	TRANSFER COA TRUCK FUND REV FOR AUGU	18441		35.00	708,855.79
08/29/2016	CD	CHK	VERIZON WIRELESS	51872		58.50	708,797.29
08/29/2016	CD	CHK	VERIZON WIRELESS	51873		50.01	708,747.28
08/29/2016	CR	RCPT	Imported Subsidiary Database Receipt	20960	904.60		709,651.88
08/29/2016	CR	RCPT	Imported Subsidiary Database Receipt	20961	21.63		710,056.56
08/30/2016	CD	CHK	DELAGE LANDEN FINANCIAL SER. INC	51898		307.40	709,749.16

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
			297000-000-001.000 CASH CONTROL				
						(Continued)	
08/30/2016	CD	CHK	GORDON FOOD SERVICE	51899		6,943.40	702,805.76
08/30/2016	CD	CHK	NORTHWEST MI COMMUNITY HEALTH	51900		844.00	701,961.76
08/30/2016	CD	CHK	US POSTAL SERVICE	51902		181.87	701,779.89
08/31/2016	CD	CHK	MARIE CZARNECKI	51982		28.28	701,751.61
08/31/2016	CD	CHK	PEGGY CRIDER	51983		109.76	701,641.85
08/31/2016	CD	CHK	BILLIE TREMBLAY	51984		8.40	701,633.45
08/31/2016	CD	CHK	MIKE LABEAU	51985		171.92	701,461.53
08/31/2016	CD	CHK	STEPHANIE JOHNSON	51986		231.84	701,229.69
08/31/2016	CD	CHK	KRISTY WINDISH	51987		347.76	700,881.93
08/31/2016	GJ	JE	INTEREST ALLOCATION	18599	22.03		700,903.96
08/31/2016	GJ	JE	INTEREST ALLOCATION	18600	12.53		700,916.49
08/31/2016	GJ	JE	INTEREST ALLOCATION	18603	26.91		700,943.40
08/31/2016	GJ	JE	INTEREST ALLOCATION	18605	0.41		700,943.81
08/31/2016	GJ	JE	INTEREST ALLOCATION	18606	55.18		700,998.99
08/31/2016	GJ	JE	INTEREST ALLOCATION	18607	2.11		701,001.10
08/31/2016	GJ	JE	INTEREST ALLOCATION	18608	8.06		701,009.16
08/31/2016	GJ	JE	INTEREST ALLOCATION	18621	0.06		701,009.22
08/31/2016			297000-000-001.000	END BALANCE	46,207.38	85,605.41	701,009.22
TOTAL FOR FUND 297000 COMMISSION ON AGING					46,207.38	85,605.41	701,009.22

REVENUE AND EXPENDITURE REPORT FOR ANTRIM COUNTY
 PERIOD ENDING 08/31/2016
 % Fiscal Year Completed: 66.67

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016		YTD BALANCE 08/31/2016	ACTIVITY FOR MONTH 08/31/16	AVAILABLE BALANCE	% BGD USED
		ORIGINAL BUDGET	2016 AMENDED BUDGET				
Fund 297000 - COMMISSION ON AGING							
Revenues							
Dept 000							
297000-000-403.000	CURRENT TAX COUNTY	616,714.00	616,714.00	620,609.68	0.00	(3,895.68)	100.63
297000-000-407.000	DELINQUENT TAX COUNTY	41,576.00	41,576.00	40,698.18	0.00	877.82	97.89
297000-000-412.000	DDA RECAPTURE REIMBURSEMENT	375.00	375.00	0.00	0.00	375.00	0.00
297000-000-417.000	PERSONAL PROP. TAX-COUNTY PORTION	34,647.00	34,647.00	31,060.66	0.00	3,586.34	89.65
297000-000-423.000	INDUSTRIAL FACILITIES TAX	500.00	500.00	330.52	0.00	169.48	66.10
297000-000-424.000	COMM FOREST RESR-CO PORTION	75.00	75.00	48.28	0.00	26.72	64.37
297000-000-425.002	P.I.L.T.	2,500.00	2,500.00	2,566.05	0.00	(66.05)	102.64
297000-000-426.010	SUMMER TAX INTEREST	115.00	115.00	73.89	0.00	41.11	64.25
297000-000-522.001	FEDERAL - CONGREGATE MEALS - U.S.D.A	17,626.00	17,626.00	16,681.82	3,921.19	944.18	94.64
297000-000-522.002	FEDERAL - HOME DELIVERED - U.S.D.A.	16,659.00	16,659.00	15,707.87	3,692.25	951.13	94.29
297000-000-565.001	FROM STATE - AGING - C-1	41,040.00	41,040.00	25,729.34	3,216.16	15,310.66	62.69
297000-000-565.002	FROM STATE - AGING - C-2	55,175.00	55,175.00	42,203.91	6,378.33	12,971.09	76.49
297000-000-565.008	FEMA	1,000.00	1,000.00	1,050.50	0.00	(50.50)	105.05
297000-000-565.012	STATE - CARE MANAGEMENT	35,000.00	35,000.00	21,781.05	2,971.55	13,218.95	62.23
297000-000-586.001	CONTRACTED WAIVER PAYMENT	50,000.00	50,000.00	23,758.75	3,653.40	26,241.25	47.52
297000-000-586.004	MIPPA REIMBURSEMENT	2,000.00	2,000.00	800.00	100.00	1,200.00	40.00
297000-000-640.040	AGING PROJECT INCOME-MEALS-DINING	7,000.00	7,000.00	1,767.00	78.00	5,233.00	25.24
297000-000-640.041	AGING PROJECT INCOME - MEALS - BELLAIRE	17,200.00	17,200.00	20,469.30	4,684.53	(3,269.30)	119.01
297000-000-640.042	AGING PROJ. INCOME - MEALS - CENTRAL LA	6,800.00	6,800.00	2,997.75	472.75	3,802.25	44.08
297000-000-640.045	AGING PROJ. INCOME - MEALS - ELK RAPIDS	10,500.00	10,500.00	5,657.76	591.25	4,842.24	53.88
297000-000-640.047	AGING PROJECT INCOME - MEALS - MANCELON	11,500.00	11,500.00	6,120.55	1,045.50	5,379.45	53.22
297000-000-640.048	MEMORIALS - AGING	5,000.00	5,000.00	880.00	105.00	4,120.00	17.60
297000-000-640.049	HOME CHORE	18,000.00	18,000.00	710.00	0.00	17,290.00	3.94
297000-000-640.050	AGING PROJ. INCOME - HOME DELIVERED MEA	28,000.00	28,000.00	12,085.50	2,021.90	15,914.50	43.16
297000-000-640.060	SENIOR TRIPS	500.00	500.00	4,630.00	4,505.00	(4,130.00)	926.00
297000-000-641.001	AGING - NIFTY THRIFTY SALES	38,000.00	38,000.00	24,874.40	3,556.67	13,125.60	65.46
297000-000-641.003	SENIOR ACTIVITIES	500.00	500.00	0.00	0.00	500.00	0.00
297000-000-641.004	AGING - FROM OUTSIDE FUND RAISERS	2,200.00	2,200.00	4,291.50	969.00	(2,091.50)	195.07
297000-000-641.005	AGING - MISCELLANEOUS	1,500.00	1,500.00	953.50	7.50	546.50	63.57
297000-000-641.006	BUSINESS OPERATIONS	8,000.00	8,000.00	5,068.03	805.00	2,931.97	63.35
297000-000-641.007	CSS HOMEMAKER IN HOME SERVICES	6,000.00	6,000.00	2,434.86	260.25	3,565.14	40.58
297000-000-641.008	CSS PERSONAL CARE IN HOME SERVICES	7,500.00	7,500.00	5,260.20	597.66	2,239.80	70.14
297000-000-641.009	CSS AGING - RESPITE CARE	5,000.00	5,000.00	2,970.49	620.25	2,029.51	59.41
297000-000-641.010	TRUCK FUND SPECIAL FUNDRAISER	0.00	0.00	235.00	35.00	(235.00)	100.00
297000-000-641.012	RESTRICTED DONATION-NIFTY THRIFTY ONLY	0.00	0.00	2,867.00	0.00	(2,867.00)	100.00
297000-000-641.013	SPECIALIZED FUNDRAISERS	0.00	0.00	525.00	525.00	(525.00)	100.00
297000-000-665.000	INTEREST EARNED INVEST & CDS	950.00	950.00	1,675.91	129.88	(725.91)	176.41
297000-000-669.000	RENTS	1,500.00	1,500.00	1,900.00	275.00	(400.00)	126.67
297000-000-675.000	CONTRACT TRANSPORTATION/SENIOR COMPANIO	9,000.00	9,000.00	8,208.10	2,173.30	791.90	91.20
297000-000-698.001	UNREALIZED GAIN/LOSS	5.00	5.00	83.70	0.00	(78.70)	1,674.00
Total Dept 000		1,099,657.00	1,099,657.00	959,766.05	47,391.32	139,890.95	87.28
TOTAL Revenues		1,099,657.00	1,099,657.00	959,766.05	47,391.32	139,890.95	87.28
Expenditures							
Dept 000							
297000-000-933.000	BANKING SERVICE FEES	40.00	40.00	24.00	3.00	16.00	60.00
Total Dept 000		40.00	40.00	24.00	3.00	16.00	60.00

REVENUE AND EXPENDITURE REPORT FOR ANTRIM COUNTY
 PERIOD ENDING 08/31/2016
 % Fiscal Year Completed: 66.67

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	YTD BALANCE 08/31/2016	ACTIVITY FOR MONTH 08/31/16	AVAILABLE BALANCE	% BDGT USED
Fund 297000 - COMMISSION ON AGING							
Expenditures							
Dept 668-AGING - HOMECHORE							
297000-668-802.000	CONTRACTUAL SERVICES-IN HOME	5,000.00	5,000.00	100.00	0.00	4,900.00	2.00
297000-668-861.000	TRAVEL	200.00	200.00	0.00	0.00	200.00	0.00
297000-668-931.000	PLOWING	55,000.00	55,000.00	33,035.00	0.00	21,965.00	60.06
Total Dept 668-AGING - HOMECHORE		60,200.00	60,200.00	33,135.00	0.00	27,065.00	55.04
Dept 672-AGING - TITLE III C1 CONGREGATE MEALS							
297000-672-703.000	WAGES - DEPUTY#1, OFF MGR, SEC, 1ST ASS	13,900.00	12,770.00	8,401.04	982.80	4,368.96	65.79
297000-672-705.000	OTHER WAGES	42,457.00	42,649.00	28,622.63	3,122.19	14,026.37	67.11
297000-672-708.000	WAGES - PART TIME	68,789.00	68,789.00	30,404.89	3,828.18	38,384.11	44.20
297000-672-715.000	FICA - COUNTY SHARE	9,575.00	9,575.00	5,158.27	606.89	4,416.73	53.87
297000-672-718.000	RETIREMENT - COUNTY SHARE	7,200.00	7,197.00	4,727.91	524.20	2,469.09	65.69
297000-672-724.000	WORKERS' COMPENSATION	8,000.00	9,876.00	7,372.45	(34.55)	2,503.55	74.65
297000-672-725.000	TRAINING	500.00	500.00	0.00	0.00	500.00	0.00
297000-672-741.000	OPERATING SUPPLIES	4,500.00	4,500.00	1,905.01	276.22	2,594.99	42.33
297000-672-742.000	UNIFORMS	2,800.00	2,800.00	1,695.57	211.15	1,104.43	60.56
297000-672-802.000	CONTRACTUAL SERVICES	750.00	750.00	520.13	0.00	229.87	69.35
297000-672-802.016	CONTRACTUAL SERVICES-DINING OUT	7,000.00	7,000.00	4,011.00	1,034.25	2,989.00	57.30
297000-672-807.000	DUES & SUBSCRIPTIONS	950.00	950.00	594.50	0.00	355.50	62.58
297000-672-814.001	RAW FOOD COST	75,000.00	75,000.00	39,329.48	7,734.40	35,670.52	52.44
297000-672-814.002	DISPOSABLES	8,000.00	8,000.00	3,669.22	801.22	4,330.78	45.87
297000-672-855.000	TELEPHONE	1,800.00	1,800.00	1,345.27	346.00	454.73	74.74
297000-672-861.000	TRAVEL	750.00	750.00	68.32	26.88	681.68	9.11
297000-672-922.000	GAS	3,000.00	3,000.00	1,661.28	129.35	1,338.72	55.38
297000-672-932.000	BUILDING MAINTENANCE	2,000.00	2,000.00	114.35	0.00	1,885.65	5.72
297000-672-933.001	EQUIPMENT MAINTENANCE	5,000.00	5,000.00	1,441.44	55.84	3,558.56	28.83
297000-672-935.000	TRASH REMOVAL	1,300.00	1,300.00	828.00	103.50	472.00	63.69
297000-672-940.000	RENT BUILDING SPACE	11,600.00	11,600.00	6,376.00	820.00	5,224.00	54.97
297000-672-980.000	EQUIPMENT-COA-TITLE III-C1	2,500.00	2,500.00	858.73	0.00	1,641.27	34.35
Total Dept 672-AGING - TITLE III C1 CONGREGATE MEALS		277,371.00	278,306.00	149,105.49	20,568.52	129,200.51	53.58
Dept 674-AGING - TITLE III C2 HOME DELIVERED MEAL							
297000-674-703.000	WAGES - DEPUTY#1, OFF MGR, SEC, 1ST ASS	11,840.00	11,788.00	7,754.80	907.20	4,033.20	65.79
297000-674-705.000	OTHER WAGES	36,165.00	39,368.00	26,420.88	2,882.02	12,947.12	67.11
297000-674-708.000	WAGES - PART TIME	13,937.00	15,727.00	9,560.66	1,210.45	6,166.34	60.79
297000-674-715.000	FICA - COUNTY SHARE	4,750.00	5,117.00	3,345.82	382.47	1,771.18	65.39
297000-674-718.000	RETIREMENT - COUNTY SHARE	6,150.00	6,533.00	4,364.23	483.88	2,168.77	66.80
297000-674-802.000	CONTRACTUAL SERVICES	1,000.00	1,000.00	357.50	0.00	642.50	35.75
297000-674-807.000	DUES & SUBSCRIPTIONS	1,000.00	1,000.00	594.50	0.00	405.50	59.45
297000-674-814.001	RAW FOOD COST	68,000.00	68,000.00	32,780.89	5,563.40	35,219.11	48.21
297000-674-814.002	DISPOSABLES	18,000.00	18,000.00	6,251.13	1,163.92	11,748.87	34.73
297000-674-855.000	TELEPHONE	100.00	100.00	50.54	9.01	49.46	50.54
297000-674-864.000	VEHICLE MAINTENANCE	5,000.00	5,000.00	2,628.75	678.51	2,371.25	52.58
297000-674-865.000	GAS AND OIL	20,000.00	20,000.00	5,214.40	983.96	14,785.60	26.07
297000-674-922.000	GAS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
297000-674-923.000	WATER	2,000.00	2,000.00	1,238.32	252.66	761.68	61.92
297000-674-980.000	EQUIPMENT-COA-TITLE III C2	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 674-AGING - TITLE III C2 HOME DELIVERED MEAL		190,942.00	196,633.00	100,562.42	14,517.48	96,070.58	51.14

REVENUE AND EXPENDITURE REPORT FOR ANTRIM COUNTY
 PERIOD ENDING 08/31/2016
 % Fiscal Year Completed: 66.67

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016 ORIGINAL BUDGET	2016 AMENDED BUDGET	YTD BALANCE 08/31/2016	ACTIVITY FOR MONTH 08/31/16	AVAILABLE BALANCE	% BGDGT USED
Fund 297000 - COMMISSION ON AGING							
Expenditures							
Dept 677-AGING - EVENTS COORDINATOR							
297000-677-705.000	OTHER WAGES	0.00	14,345.00	1,912.51	1,912.51	12,432.49	13.33
297000-677-708.000	WAGES - PART TIME EVENTS	2,825.00	2,895.00	1,475.75	110.79	1,419.25	50.98
297000-677-715.000	FICA - COUNTY SHARE	217.00	1,321.00	256.51	152.10	1,064.49	19.42
297000-677-718.000	RETIREMENT - COUNTY SHARE	0.00	1,835.00	308.48	308.48	1,526.52	16.81
297000-677-719.000	OTHER FINGE - AD&D ETC.	0.00	0.00	24.71	24.71	(24.71)	100.00
297000-677-725.000	TRAINING	175.00	175.00	0.00	0.00	175.00	0.00
297000-677-802.297	ACTIVITIES - COMM ON AGING	4,000.00	4,000.00	5,758.07	4,352.89	(1,758.07)	143.95
297000-677-861.000	TRAVEL	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 677-AGING - EVENTS COORDINATOR		7,717.00	25,071.00	9,736.03	6,861.48	15,334.97	38.83
Dept 679-AGING - TRANSPORTATION							
297000-679-802.000	CONTRACTUAL SERVICES	10,000.00	10,000.00	6,096.34	1,421.59	3,903.66	60.96
297000-679-861.000	TRAVEL	6,800.00	6,800.00	3,925.60	534.80	2,874.40	57.73
Total Dept 679-AGING - TRANSPORTATION		16,800.00	16,800.00	10,021.94	1,956.39	6,778.06	59.65
Dept 681-AGING - MEMORIALS							
297000-681-802.000	CONTRACTUAL SERVICES	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
Total Dept 681-AGING - MEMORIALS		4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
Dept 683-AGING - HEALTH SCREENS							
297000-683-705.000	OTHER WAGES	3,000.00	0.00	62.27	0.00	(62.27)	100.00
297000-683-708.000	WAGES - PART TIME	14,000.00	17,000.00	20,013.94	3,450.72	(3,013.94)	117.73
297000-683-715.000	FICA - COUNTY SHARE	1,300.00	1,300.00	1,535.81	263.97	(235.81)	118.14
297000-683-718.000	RETIREMENT - COUNTY SHARE	0.00	0.00	7.95	0.00	(7.95)	100.00
297000-683-861.000	TRAVEL	9,500.00	9,500.00	1,849.56	289.80	7,650.44	19.47
Total Dept 683-AGING - HEALTH SCREENS		27,800.00	27,800.00	23,469.53	4,004.49	4,330.47	84.42
Dept 685-AGING-PERSONAL CARE							
297000-685-705.000	OTHER WAGES	5,500.00	5,500.00	290.60	0.00	5,209.40	5.28
297000-685-708.000	WAGES - PART TIME	25,495.00	25,495.00	13,328.05	1,229.44	12,166.95	52.28
297000-685-715.000	FICA - COUNTY SHARE	1,950.00	0.00	1,041.82	94.05	(1,041.82)	100.00
297000-685-718.000	RETIREMENT - COUNTY SHARE	703.00	0.00	37.11	0.00	(37.11)	100.00
297000-685-861.000	TRAVEL	15,000.00	15,000.00	5,522.64	993.44	9,477.36	36.82
Total Dept 685-AGING-PERSONAL CARE		48,648.00	45,995.00	20,220.22	2,316.93	25,774.78	43.96
Dept 686-AGING - BUSINESS OPERATIONS							
297000-686-703.000	WAGES - DEPUTY#1, OFF MGR, SEC, 1ST ASS	21,945.00	24,558.00	16,066.92	1,888.14	8,491.08	65.42
297000-686-705.000	OTHER WAGES	33,066.00	30,713.00	16,636.82	2,374.31	14,076.18	54.17
297000-686-708.000	WAGES - PART TIME	35,343.00	36,030.00	10,270.46	1,269.10	25,759.54	28.51
297000-686-714.000	EMPLOYEE ANNUITY BENEFIT	8,200.00	8,200.00	4,711.65	334.16	3,488.35	57.46
297000-686-714.002	1:1 RATIO ANNUITY BENEFIT	220.00	220.00	300.86	0.00	(80.86)	136.75
297000-686-715.000	FICA - COUNTY SHARE	2,913.00	2,913.00	3,599.56	413.32	3,389.04	51.48

REVENUE AND EXPENDITURE REPORT FOR ANTRIM COUNTY

PERIOD ENDING 08/31/2016
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*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016		YTD BALANCE 08/31/2016	ACTIVITY FOR MONTH 08/31/16	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2016 AMENDED BUDGET				
Fund 297000 - COMMISSION ON AGING							
Expenditures							
297000-686-716.000	HEALTH INSURANCE	55,000.00	55,000.00	35,273.36	5,629.35	19,726.64	64.13
297000-686-716.008	DELTA DENTAL INSURANCE	6,000.00	6,000.00	3,409.53	411.48	2,590.47	56.83
297000-686-718.000	RETIREMENT - COUNTY SHARE	7,025.00	8,124.00	6,020.06	653.48	2,103.94	74.10
297000-686-719.000	OTHER FINGE - AD&D ETC.	2,450.00	2,450.00	1,354.75	214.45	1,095.25	55.30
297000-686-724.000	WORKERS' COMPENSATION	9,500.00	9,500.00	3,842.36	(384.64)	5,657.64	40.45
297000-686-725.000	TRAINING	5,800.00	5,800.00	4,695.00	4,695.00	1,105.00	80.95
297000-686-727.000	SUPPLIES - OFFICE	4,500.00	4,500.00	2,859.64	0.00	1,640.36	63.55
297000-686-741.000	OPERATING SUPPLIES	1,000.00	1,000.00	811.23	47.00	188.77	81.12
297000-686-802.000	CONTRACTUAL SERVICES	24,600.00	24,600.00	20,084.01	5,332.50	4,515.99	81.64
297000-686-807.000	DUES & SUBSCRIPTIONS	600.00	600.00	252.00	125.00	348.00	42.00
297000-686-841.000	PHYSICAL EXAMS EMPLOYEES	500.00	500.00	345.00	0.00	155.00	69.00
297000-686-852.000	POSTAGE	2,800.00	2,800.00	1,668.93	181.87	1,131.07	59.60
297000-686-855.000	TELEPHONE	2,500.00	2,500.00	1,709.96	215.75	790.04	68.40
297000-686-861.000	TRAVEL	1,500.00	1,500.00	381.64	329.00	1,118.36	25.44
297000-686-862.000	CONFERENCE/CONVENTION	700.00	700.00	0.00	0.00	700.00	0.00
297000-686-864.000	VEHICLE MAINTENANCE	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
297000-686-865.000	GAS AND OIL	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00
297000-686-881.000	ADVERTISING - RECRUITING	700.00	700.00	195.00	0.00	505.00	27.86
297000-686-901.000	PRINTING AND PUBLISHING	4,000.00	4,000.00	619.82	0.00	3,380.18	15.50
297000-686-921.000	ELECTRIC	14,000.00	14,000.00	6,280.31	1,170.64	7,719.69	44.86
297000-686-922.000	GAS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
297000-686-931.000	PLOWING	1,500.00	1,500.00	1,280.00	0.00	220.00	85.33
297000-686-932.000	BUILDING MAINTENANCE	20,000.00	20,000.00	245.00	60.00	19,755.00	1.23
297000-686-933.001	EQUIPMENT MAINTENANCE	1,500.00	1,500.00	160.00	0.00	1,340.00	10.67
297000-686-933.002	EQUIP. MAINT. AGREEMENTS	2,200.00	2,200.00	536.40	89.40	1,663.60	24.38
297000-686-934.000	GROUNDS MAINT.	0.00	0.00	3,397.14	0.00	(3,397.14)	100.00
297000-686-940.000	RENT BUILDING SPACE	1,620.00	1,620.00	1,380.00	120.00	240.00	85.19
297000-686-980.000	EQUIPMENT	0.00	0.00	3,486.00	0.00	(3,486.00)	100.00
Total Dept 686-AGING - BUSINESS OPERATIONS		286,884.00	289,000.00	151,869.81	25,169.31	137,130.19	52.55
Dept 687-AGING - RESPITE							
297000-687-705.000	OTHER WAGES	22,000.00	22,000.00	684.99	0.00	21,315.01	3.11
297000-687-708.000	OTHER WAGES	101,980.00	101,980.00	28,751.40	3,688.32	73,228.60	28.19
297000-687-715.000	FICA - COUNTY SHARE	9,485.00	9,485.00	2,251.90	282.18	7,233.10	23.74
297000-687-718.000	RETIREMENT - COUNTY SHARE	2,810.00	2,810.00	87.47	0.00	2,722.53	3.11
297000-687-861.000	TRAVEL	25,000.00	25,000.00	7,309.83	1,172.08	17,690.17	29.24
Total Dept 687-AGING - RESPITE		161,275.00	161,275.00	39,085.59	5,142.58	122,189.41	24.24
Dept 688-AGING - NIFTY THRIFTY							
297000-688-705.000	OTHER WAGES	18,675.00	18,675.00	11,477.75	1,433.60	7,197.25	61.46
297000-688-708.000	WAGES - PART TIME	13,625.00	13,884.00	8,596.87	1,068.00	5,287.13	61.92
297000-688-715.000	FICA - COUNTY SHARE	2,475.00	2,488.00	1,463.75	181.59	1,024.25	58.83
297000-688-716.000	HEALTH INSURANCE	16,000.00	16,342.68	10,895.12	1,361.89	5,447.56	66.67
297000-688-716.008	DELTA DENTAL INSURANCE	1,500.00	1,500.00	975.76	121.97	524.24	65.05
297000-688-718.000	RETIREMENT - COUNTY SHARE	2,385.00	2,755.00	1,851.37	231.24	903.63	67.20
297000-688-719.000	OTHER FINGE - AD&D ETC.	90.00	90.00	57.20	7.15	32.80	63.56
297000-688-724.000	WORKERS' COMPENSATION	680.00	680.00	(37.96)	(508.96)	717.96	(5.58)
297000-688-741.000	OPERATING SUPPLIES	1,000.00	1,000.00	420.52	14.98	579.48	42.05
297000-688-807.000	DUES & SUBSCRIPTIONS				0.00	95.00	0.00

REVENUE AND EXPENDITURE REPORT FOR ANTRIM COUNTY

PERIOD ENDING 08/31/2016

% Fiscal Year Completed: 66.67

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016		YTD BALANCE 08/31/2016	ACTIVITY FOR MONTH 08/31/16	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2016 AMENDED BUDGET				
Fund 297000 - COMMISSION ON AGING							
Expenditures							
297000-688-855.000	TELEPHONE	550.00	550.00	258.21	41.92	291.79	46.95
297000-688-901.000	PRINTING AND PUBLISHING	500.00	500.00	185.00	0.00	315.00	37.00
297000-688-921.000	ELECTRIC	1,200.00	1,200.00	692.06	96.70	507.94	57.67
297000-688-932.000	BUILDING MAINTENANCE	650.00	650.00	0.00	0.00	650.00	0.00
297000-688-935.000	TRASH REMOVAL	650.00	650.00	440.00	55.00	210.00	67.69
Total Dept 688-AGING - NIFTY THRIFTY		60,075.00	61,059.68	37,275.65	4,105.08	23,784.03	61.05
Dept 902-CAPITAL OUTLAY-COMPUTERS							
297000-902-980.686	CAPITAL OUTLAY-COMPUTER-COA	0.00	3,519.50	3,519.50	0.00	0.00	100.00
Total Dept 902-CAPITAL OUTLAY-COMPUTERS		0.00	3,519.50	3,519.50	0.00	0.00	100.00
TOTAL Expenditures		1,142,252.00	1,170,199.18	578,025.18	84,645.26	592,174.00	49.40
Fund 297000 - COMMISSION ON AGING:							
TOTAL REVENUES		1,099,657.00	1,099,657.00	959,766.05	47,391.32	139,890.95	87.28
TOTAL EXPENDITURES		1,142,252.00	1,170,199.18	578,025.18	84,645.26	592,174.00	49.40
NET OF REVENUES & EXPENDITURES		(42,595.00)	(70,542.18)	381,740.87	(37,253.94)	(452,283.05)	541.15



NIFTY THRIFTY MONTHLY REPORT

Month: August 2016

Donators: 533

Clients Served: 567

Senior Citizens: 300

Volunteer Hours: 31

Matt Troll

4 hours

Peggy Bramlet

18 hours

Edna Watrous

5 hours

Peggy Gielda

4 hours

09/15/2016

REVENUE AND EXPENDITURE REPORT FOR NIFTY THRIFTY
 PERIOD ENDING 08/31/2016
 % Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2016	2016	YTD BALANCE 08/31/2016	ACTIVITY FOR	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET		MONTH 08/31/16		
297000-000-641.001	AGING - NIFTY THRIFTY SALES	38,000.00	38,000.00	24,874.40	3,556.67	13,125.60	65.46
297000-000-641.012	RESTRICTED-NIFTY THRIFTY ONLY	0.00	2,867.00	2,867.00	0.00	0.00	100.00
TOTAL Revenues		38,000.00	40,867.00	27,741.40	3,556.67	13,125.60	73.00
297000-688-705.000	OTHER WAGES	18,675.00	18,675.00	11,477.75	1,433.60	7,197.25	61.46
297000-688-708.000	WAGES - PART TIME	13,625.00	13,884.00	8,596.87	1,068.00	5,287.13	61.92
297000-688-715.000	FICA - COUNTY SHARE	2,475.00	2,488.00	1,463.75	181.59	1,024.25	58.83
297000-688-716.000	HEALTH INSURANCE	16,000.00	16,342.68	10,895.12	1,361.89	5,447.56	66.67
297000-688-716.008	DELTA DENTAL INSURANCE	1,500.00	1,500.00	975.76	121.97	524.24	65.05
297000-688-718.000	RETIREMENT - COUNTY SHARE	2,385.00	2,755.00	1,851.37	231.24	903.63	67.20
297000-688-719.000	OTHER FINGE - AD&D ETC.	90.00	90.00	57.20	7.15	32.80	63.56
297000-688-724.000	WORKERS' COMPENSATION	680.00	680.00	(37.96)	(508.96)	717.96	(5.58)
297000-688-741.000	OPERATING SUPPLIES	1,000.00	1,000.00	420.52	14.98	579.48	42.05
297000-688-807.000	DUES & SUBSCRIPTIONS	95.00	95.00	0.00	0.00	95.00	0.00
297000-688-855.000	TELEPHONE	550.00	550.00	258.21	41.92	291.79	46.95
297000-688-901.000	PRINTING AND PUBLISHING	500.00	500.00	185.00	0.00	315.00	37.00
297000-688-921.000	ELECTRIC	1,200.00	1,200.00	692.06	96.70	507.94	57.67
297000-688-932.000	BUILDING MAINTENANCE	650.00	650.00	0.00	0.00	650.00	0.00
297000-688-935.000	TRASH REMOVAL	650.00	650.00	440.00	55.00	210.00	67.69
TOTAL Expenditures		60,075.00	61,059.68	37,275.65	4,105.08	23,784.03	61.05
TOTAL REVENUES		38,000.00	40,867.00	27,741.40	3,556.67	13,125.60	73.00
TOTAL EXPENDITURES		60,075.00	61,059.68	37,275.65	4,105.08	23,784.03	61.05
NET OF REVENUES & EXPENDITURES		(22,075.00)	(20,192.68)	(9,534.25)	(548.41)		

MONTHLY COA BOARD OVERVIEW

TO: COA BOARD
FROM: JUDY PARLIAMENT, COA DIRECTOR
SUBJECT: VARIOUS PROGRAMS/GENERAL INFORMATION
DATE: 9-15-16

MEALS ON WHEELS

Number of clients actually receiving meals during the month of AUGUST 2016: 89

Unduplicated Meals on Wheels clients for AAANM – FY16: 165 (11 New)

Unduplicated Congregate Meals clients for AAANM – FY16: 1109 (140 New)

HOMECHORE

Program on Hold (for contract)

ANTRIM COA –AUGUST 2016 IN-HOME SERVICES

CLIENT SUPPORT SERVICES

Personal Care 87.5 hours 14 to Clients (0 New Clients)

Respite 50.25 hours to 4 Clients (1 New Clients)

Homemaker 66 hours to 21 Clients (4 New Clients)

AAANM PURCHASE OF SERVICE

Personal Care 2.5 hours to 2 Clients (0 New Clients)

Respite 149.5 hours to 7 Clients (1 New Client)

Homemaker 84 hours to 7 Clients (0 New Clients)

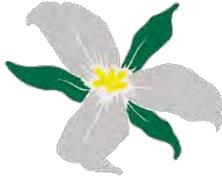
AAANM & NORTHERN LAKES CMH - COMMUNITY CARE – MEDICAID WAIVER

Community Care 83.25 hours to 4 Clients (0 New Clients)

TOTAL IN-HOME HOURS IN AUGUST 2016: 523 hours

ADDITIONAL AUGUST 2016 SERVICES

- 3 SENIOR COMPANIONS SERVED 5 CLIENTS
- 1 TRANSPORTATION CLIENT SERVED (Paid by Farm Bureau Insurance Claim)
- 1 PROJECT LIFESAVER DEVICES IN USE
- 56 CLIENT ACCESSES TO LOAN CLOSET FOR DURABLE MEDICAL EQUIPMENT (DME)



Memorandum Administration Office

September 20, 2016

TO: Health and Public Safety Committee

FR: Pete Garwood, County Administrator

A handwritten signature in black ink, appearing to be 'P. Garwood', located to the right of the 'FR:' line.

RE: Health Dept. of Northwest Michigan – Non-skilled Nursing Agreement

Judy Parliament, COA Director, has attached for your review a renewal of an existing agreement with the Health Department of Northwest Michigan (Pg. 1 and Appendix A). The only significant change is to Appendix A – the Service and Fee structure. There has been a large increase to the cost of reassessment visits in order to more adequately cover their cost of providing this service.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners authorize the Board Chairman and the Director of Commission on Aging to sign the two-year contract for Non-Skilled Community Health Nursing Services between Antrim County on behalf of the Commission on Aging and the Northwest Michigan Community Health Agency.

CONTRACT FOR NON-SKILLED COMMUNITY HEALTH NURSING SERVICES

This AGREEMENT is made and entered into this first day of July, 2016, by and between ANTRIM COUNTY (referred to as the County) whose address is 203 E. Cayuga St., P.O. Box 520, Bellaire, MI 49615 on behalf of the ANTRIM COUNTY COMMISSION ON AGING. (a department of the County, referred to as COA) whose address is 308 E. Cayuga, P.O. Box 614, Bellaire, Michigan 49615 and the PROVIDER, (referred to as Provider) WHOSE ADDRESS IS 220 w. Garfield Avenue, Charlevoix, MI 49720.

This Agreement is valid for a period of two (2) years from the ending date of the previous Contract Extension (attached).

PURPOSE

- 1.1 The purpose of this agreement is for the Provider to provide non-skilled community health services to residents of Antrim County age 60 or over and other ancillary services.
- 1.2 Non-skilled community health nursing services will be provided in the client's residence and include, but are not limited to, nursing assessments, health care supervision of clients, nursing services, health education for home health aides and other caregivers (such as family members) related to health services of the client and such other nursing duties as agreed upon with the Director of the COA and such other services outlined in Appendix A.
- 1.3 Ancillary services are including, but are not limited to: in-office work; medical chart management of clients of COA; education services for home health aides and other caregivers (such as family members) of clients of the COA, including but not limited to preparation of records and other paperwork as agreed upon with the Director of the COA and such other services outlined in Appendix A.

FEES FOR SERVICES

- 2.1 See Attached Appendix A.

INDEMNIFICATION

- 3.1 Provider agrees to indemnify and hold the County/COA and its officers, agents and employees harmless, to the fullest extent permitted by law, from and against all claims, damages, losses and expenses, including but not limited to third party claims, attorneys' fees and expenses, arising out of or resulting from the action or inaction of Provider attributable to bodily injury, sickness, disease, or death, or to other injury or illness, including the loss of any income resulting from it, to the extent caused in whole or in part by any negligent act or omission of the Provider.
- 3.2 Nothing in this Agreement shall be deemed a waiver by the County of any claim or defense of governmental immunity that is or would be available by law or statute to the County.

Appendix A

Antrim County Commission on Aging
Service and Fee Structure (Pertaining to the NWMCHA Contract)

Annual Fee for Administrative Costs (per year)	\$3,182.70
Includes:	
Access to 24/7 on-call RN for consultation regarding patient issues	
Attendance at COA monthly staff meetings	
Provision of grief support for staff	
Provision of grief support for COA clients and their family members	
Consultation with Health Department program director and/or supervisor related to program expansion or changes, policies and/or patient care issues.	
Review / Revision of HHA Orientation Program (every 2 years)	\$259.56
Approximately 5 hours, includes on-line research of new or updated practices	
Possible program for mentoring new staff members	
Initial Nursing Assessments or Change of Status Visits	\$135.96
Includes:	
Quarterly reports	
Annual reports	
Record keeping	
Coordination of Nursing Services with COA staff	
On-Site visits	
Reassessment Visits	\$132.00
Home Health Aide Supervision (with reassessment visit)	\$22.66
Home Health Aide Supervision (if not coordinated with a reassessment visit)	\$63.86
Coordination of HHA Orientation (per new hire)	\$65.00
Includes scheduling, oversight, documentation and coordination with preceptor as well as direct observation of skills in the client home.	
Completion of CPR Training (per class charge)	\$264.71
Re-certification (2.5 hours each) class. New hires must present current CPR card or schedule a class that may be paid by voucher through the COA. Class size shall be a minimum of 6, maximum of 8.	
Development and Coordination of Annual Aide Training	No Charge
Topics to include but not limited to: Staff safety, Fall Precautions, MRSA, and Infection Control Techniques, Senior Advocacy and Identification of Senior Abuse, Colostomy 101, Boundaries, Vital signs with check station of skills, Safe Lifting Techniques/Body Ergonomics (all staff), Catheter Care and Hospice 101.	
(This training will require a four-hour block of time. Aides are welcome to attend the skills day at no charge.)	



Memorandum Administration Office

September 20, 2016

TO: Health and Public Safety Committee

FR: Peter Garwood, County Administrator

A handwritten signature in black ink, appearing to be 'PG', located to the right of the 'FR:' line.

RE: Area Agency on Aging of Northwest Michigan Purchase of Service Agreement

Attached for your review is a memo from Judy Parliament, COA Director, regarding a purchase of service agreement (Pg. 1 and Attachment A) with the Area Agency on Aging of Northwest Michigan (AAANM). This agreement is a reflection of the services the County (COA) will be providing through grants administered by the AAANM by funds provided by the Michigan Department of Aging and Adult Services for the Medicaid Waiver Program.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners authorize the Board Chairman to execute the purchase of service agreement with the Area Agency on Aging of Northwest Michigan for Fiscal Year 2017 and Fiscal Year 2018.



Antrim County Commission on Aging

P.O. Box 614, Bellaire, MI 49615-0614

Phone: 231 533-8703 Fax: 231 533-5310 email: coa@antrimcounty.org

The following information for contract renewal is provided for presentation to the Health and Public Safety Committee scheduled for September 27, 2016.

1. Contract (Purchase of Service Agreement) is an accurate reflection of the services the county (COA) will be providing through grants administered by Area Agency on Aging of N.W. Michigan (AAANM) by funds provided by the Michigan Department of Aging and Adult Services for the Medicaid Waiver Program. Contract is not created by Antrim County, but has been created by AAANM to meet the requirements set forth by OSA. Services and Unit Rates for 2017/18 are set rates for all agencies in Region 10 receiving funding by AAANM. Services noted are those we intend to provide in 2017/18.

2. The contract is to provide noted in-home services to clients aged 60 and over that are eligible for services under the Medicaid Waiver Program.

3. AAANM is aware that we are in the process of review, and it is the intention of the COA/Antrim County to renew this contract to continue services already being provided under current contract. They have authorized an extension and expect to receive the signed agreement as soon as possible, following the October BOC meeting.

4. The following are changes to the previous contract:

- a) MDCH and OSA are changed to reflect new state agency – AASA
- b) End of FY bills are now due by November 10th (changed from Nov. 15th)
- c) As stated in the cover letter, CMS now requires MI Choice Waiver Providers to have a provider network with the capacity to serve 125% of the region wide slot utilization so the Capacity Survey is a new element of the Agreement.
- d) Non-emergency medical transportation for MI Choice Waiver participants will be available under a pilot program in Region 10 – also noted on cover letter.

Judy Parliament

Shared files Judy/COA Contracts/FY2017-2018 Care Connections POS Agreement Overview

AREA AGENCY ON AGING OF NORTHWEST MICHIGAN
Michigan Department of Health and Human Services
MI Choice Waiver, Care Management and Caregiver Respite Program

Fiscal Year 2017 and Fiscal Year 2018 Purchase of Service Agreement

=====
Begin Date: October 1, 2016 End Date: September 30, 2018
=====

This Agreement is between the Area Agency on Aging of Northwest Michigan (AAANM) and Antrim County Commission on Aging hereinafter referred to as Provider. The purpose is to promote the development of a comprehensive and coordinated service delivery system to meet the needs of those individuals who are identified as eligible to receive services through the Michigan Department of Health and Human Services (MDHHS) under the guidelines of the Federal Home and Community-Based Services Waiver for the Elderly and Disabled (MI Choice Waiver) or the Care Management and Caregiver Respite Programs under the guidelines of the Michigan Department of Aging and Adult Services.

OBJECTIVES

- To promote the mutual goal of maximizing independent functioning of eligible adults through supports coordination.
- To maintain a climate of cooperation and consultation with and between agencies in order to achieve maximum efficiency and effectiveness among all agencies serving AAANM Participants.
- To avoid and/or reduce service duplication and fragmentation in the service area.
- To share information and resources, and advocate for the development of comprehensive community-based long-term care services in the service area.
- To implement a Person-Centered process which supports the Participant’s choice and control of their lives in a community-based setting.

TERMS OF AGREEMENT

The AAANM shall:

1. Provide comprehensive case management services to Participants who meet MDHHS Program eligibility criteria.
2. Conduct pre-screening and assessment of all individuals using assessment tools provided by the MDHHS.
3. Use a “person-centered planning” process, to assist in the development of a Plan of Care that includes the Participant’s preferences and needs. The Plan will contain services and supports that help meet the Participant’s goals and objectives. AAANM will ensure that the Participant is informed of all options available for home and community-based care, and will respect and support the choice of options by the Participant.
4. Negotiate for services including the arrangement of health and human services as outlined in the Plan of Care with the intent to maximize all reimbursement sources available. For Care Management and Caregiver Respite Participants, AAANM will work in partnership with local county aging units to meet the needs of the Participants by combining POS funded services with

Area Agency on Aging of Northwest Michigan

Attachment A: AAANM Services and Unit Rates Matrix for FY 2017 and FY 2018

Provider Agency Name: ANTRIM COUNTY COMMISSION ON AGING

We agree to make the following services available for purchase by AAANM using the rate per unit as indicated below.

Judy Parliament
Signature of Provider Agency Representative

9-15-16
Date

Counties you are willing to cover: All of Region 10 OR Please check those that Apply

- Antrim Benzie Charlevoix Emmet Grand Traverse
 Kalkaska Leelanau Manistee Missaukee Wexford

Program Codes: MI Choice=WA; Care Management=CM; Caregiver Respite=CR

Service Name	Unit Rate	Check if you intend to provide this service
Community Living Supports—WA only 1 unit=15 minutes	\$4.35/unit	✓
In-Home Respite-WA, CM, CR 1 unit=15 minutes	\$4.35/unit	✓
Out of Home Respite (Only AFC Homes may provide this) WA, CM,CR 1 unit=1 day	\$150/day	
Personal Care-CM only 1 unit=15 minutes	\$4.35/unit	✓
Homemaker-CM only 1 unit=15 minutes	\$4.15/unit	✓
Transportation-WA, CM, CR (Rate per mile) Note: Client must be in the vehicle to bill for this.	\$.50/mile	✓
Nursing Services—WA only 1 unit=15 minutes	\$10.50/unit	
Medication Management-CM only 1 unit=15 minutes	\$10.50/unit	
Foot Care-CM only 1 unit=15 minutes	\$10.50/unit	
Private Duty Nursing-WA, CM 1 unit=15 minutes	\$10.50/unit	
Home Delivered Meals WA only (1 unit = 1 meal) <input type="checkbox"/> Breakfast <input checked="" type="checkbox"/> Hot/Frozen <input checked="" type="checkbox"/> Supper/Sack Other:	\$6.00/meal	✓

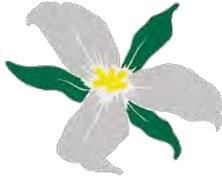
Updated 8/4/2016

Area Agency on Aging of Northwest Michigan

Attachment A: AAANM Services and Unit Rates Matrix for FY 2017 and FY 2018

Service Name	Unit Rate	Check if you intend to provide this service
Adult Day Care- WA, CM,CR 1 unit = 15 minute Transportation at Adult Day/Per Trip Transportation at Adult Day/ Per Mile	\$ 3.30/unit Charge per trip _____ \$.50/mile	
Counseling- WA,CM provided in the home (1 unit = 1 session) Provide a copy of the license of person providing counseling with application	\$95/session	
Training (family and informal caregiver training) WA, CM 1 unit = 15 minutes Provided by an RN, Physical Therapist, Occupational Therapist or Social Worker	\$ 16.25/unit	
Chore Service: Heavy Cleaning WA, CM (1 unit = 15 minutes)	\$5.00/unit	
Chore Service: maintenance and repair WA, CM (bid per service required)	Bid per service	
Chore Service: snow removal WA,CM (1unit = fee per plow) Please provide minimum rate. We understand the rate may vary based on the job.	Minimum plow rate: \$25 \$35 w/ Shoveling	✓
Environmental Modifications: remodeling, ramp building, etc. WA, CM (Bid per job)	Bid per job	

Updated 8/4/2016



Memorandum Administration Office

September 20, 2016

TO: Health and Public Safety Committee

FR: Pete Garwood, County Administrator

A handwritten signature in black ink, appearing to be 'P. Garwood', located to the right of the 'FR:' line.

RE: Grand Valley State University Affiliation Agreement (COA) – Nursing Students

Attached for your review is a copy of the Grand Valley State University Affiliation Agreement. Judy Parliament, Commission on Aging (COA) Director, indicates:

Grand Valley State University would allow us to utilize Bachelor's level nursing students to perform the in-home re-assessments (every 6 months for each client) for Homemaker and Home Delivered Meal clients that are currently being accomplished by the COA Director, Nutrition and In-Home Services Coordinators. This is a new agreement. It is my understanding that Grand Valley State University would take on all the responsibility of supervision and liability for these students while the Commission on Aging provides the rural setting and opportunity for training to the University and its students. This would, in no way, replace the work being done by the 3 COA staff members, rather it would simply free up some much needed time for them to accomplish other necessary tasks.

Civil Counsel is currently reviewing the agreement and should be done by the meeting date.

The agreement seems to cover all of my concerns. In addition to the issues Ms. Parliament included in the above paragraph, the agreement requires background checks of all participating students. The only change that I see as necessary is that the agreement should be between Grand Valley State University and Antrim County on behalf of the COA as the COA is not a legal entity. I mentioned this to Ms. Parliament and she will get the change implemented.

Lastly, the agreement comes at no cost to the County as the students are fulfilling their academic requirements and not working as employees.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners authorize the Board Chairman to execute an affiliation agreement between Grand Valley State University and Antrim County on behalf of the Commission on Aging, to allow the Commission on Aging to utilize bachelor level nursing students to perform in-home re-assessments for homemaker and home delivered meal clients.



**Grand Valley State University
AFFILIATION AGREEMENT**

This Affiliation Agreement ("Agreement") is made and entered into by and between **ANTRIM COUNTY COMMISSION ON AGING** located at 308 E. Cayuga St., PO Box 614, Bellaire, MI 49615 (Agency) and **Grand Valley State University, Kirkhof College of Nursing**, a constitutional body corporate, of 1 Campus Drive, Allendale, Michigan, 49401 ("University").

The purpose of this Agreement is to provide clinical experience for students of the University with the Agency at Agency's various locations and off-site entities.

WHEREAS, the parties desire to set forth the essential points of their agreement in writing;

NOW, THEREFORE the parties agree as follows:

- A. This Agreement, effective **August 15, 2016** will continue until terminated. Either party may terminate the agreement earlier, without further cost or liability of any kind or nature by serving at least ninety (90) days written notice upon the other. In the event of such a termination, the students shall be allowed to complete their current assignment in the Agency under the conditions set forth in this Agreement.
- B. This Agreement will be subject to change upon the mutual written consent of the parties; any such change will become a part of this Agreement. If either the University or the Agency is unable to meet the foregoing conditions because of unforeseen circumstances, special consideration for the requested adjustments shall be given by the other prior to either party holding the other party in breach of the Agreement. Neither the University nor the Agency may subcontract or assign its duties under this Agreement. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected by such invalidity.
- C. The Agency will provide qualified personnel to supervise all client health care activities. The Agency has ultimate responsibility and complete control over the health care provided for the Agency's client(s). The University has complete control over all academic aspects of the educational program.
- D. The Agency will inform the University of the Agency's rules and regulations that apply to faculty and student clinical experiences at the Agency and will provide orientation to the rules and regulations for University faculty and students. The University will inform the faculty and students of the expectation that they comply with all applicable rules and regulations of the Agency.

E. The University agrees, during the term of this Agreement to do the following:

- (1) Designate a qualified University representative to coordinate all aspects of this Agreement with the designated Agency representative. Prior to student placement, the University representative will collaborate with the Agency to determine the feasibility for students to gain clinical experience in the Agency consistent with University educational objectives. Agreement will be reached concerning placement within the agency, dates, work schedule, times, and number of students to be accommodated. Details of the University educational program, scope of the activities, educational objectives, names of students and faculty coordinator will be provided to the Agency in advance of the placement.
- (2) Provide pre-clinical instruction to each student, in accordance with professional educational standards and present for clinical experience at Agency only students who have satisfactorily completed the pre-clinical aspects of the University educational program.
- (3) Assign students admitted to University nursing program who have met the program's Technical Standards without regard to age, gender, color, disability status, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran's status, weight or familial status to the clinical experiences during the periods specified.
- (4) Two educational models of clinical experience for undergraduate and graduate nursing students may be utilized by the University and Agency. These two models will be referred to as Model A and Model B. The model selected is dependent on the educational experience needed as determined by the University in cooperation with the Agency. One or both models may be operational concurrently.

Model A

Each University faculty assumes accountability for the education and supervision of their assigned students, and is responsible for the evaluation of student(s) performance. Agency personnel will facilitate student learning as well through the collaborative nature of the learning environment. The Agency and the University will work together in planning the clinical experience.

Model B

Agency personnel assume responsibility for supervision of students in conjunction with University Faculty. These Agency personnel meet the criteria to serve as preceptor for nursing students as determined by the University, and have the endorsement of the Agency's Administrator or designee. Selection of the preceptor is determined by the University in cooperation with the Agency. The preceptor (s) will: 1) assist students to achieve the objectives of the course in which they are enrolled. 2) work collaboratively with University Faculty to guide and monitor student progress toward course objectives. 3) provide feedback to both the student(s) and the University Faculty regarding student performance. The University Faculty will: 1) assume responsibility for the educational component, 2) provide guidance and support to the preceptor (s) 3) utilize feedback from the preceptor (s) in the assessment of student(s) performance, and (4) assign the student(s) grade.

- (5) University agrees to present for clinical experience at Agency only those students and faculty who have complied with the Agency's requirement for completion of immunizations and annual tuberculin testing according to current OSHA and CDC guidelines, American Heart Association CPR certification, and 10 panel urine drug screen described in appendix A and criminal background check as may be required by the Michigan Department of Health & Human Services (MDHHS) and/or the Medicaid Conditions of Participation. If requested by the Agency, University will instruct students and on site faculty assigned to Agency to provide Agency with evidence that they have completed the Agency's requirement.
- (6) Maintain all educational records and reports relating to participation by individual students in the educational program at the Agency. The Agency shall refer all requests for information respecting such records to the University. The University agrees to comply with applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- (7) Advise Students of the importance of maintaining their own health insurance. Any illness/injury is the responsibility of the student or his/her parent or their health insurance, unless the acts or omissions of the Agency are determined to be negligent.
- (8) Inform faculty and students of the expectation that they comply with OSHA's Bloodborne Pathogens Standard, 29 CFR sec. 1910.1030, et. Seq., as adopted and revised by MDHHS if they can be reasonably anticipated to have Occupational Exposure, as that term is interpreted by OSHA and MDHHS, while participating in clinical experiences at the Agency. Compliance includes but is not limited to: (i) all required training with regard to use of Personal Protective Equipment and compliance with University Precautions, (ii) following reporting, labeling and record keeping requirements, (iii) requiring student and faculty to have HBV pre-exposure vaccination, and (iv) establishing procedures to satisfy required post-exposure protocols. The University and its students are required to immediately report to the Agency's designated office any exposure incidents that occur while they are performing work on the Agency premises.
- (9) Maintain comprehensive general liability insurance or self-insurance covering the faculty and students with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregated, against any claims arising from any act or omission of any student or faculty member. Insurance certificate found in Appendix B.

F. The Agency agrees to:

- (1) Designate a qualified person to whom all communications to the Agency may be sent.
- (2) Keep the University apprised of any and all changes in the Agency's policies and procedures.
- (3) Provide an orientation to the Agency for the University faculty involved in the supervision of the student (s) at the Agency.

- (4) Provide an orientation and/or overview of the Agency's programs for the students.
- (5) No provision of this Agreement shall prevent Agency from refusing to accept any student or faculty member at the Agency who has previously been discharged for cause as an employee of the Agency, who has been removed from or relieved of responsibilities for cause by the Agency, who would not be eligible for employment by the Agency.
- (6) Provide supervision of all patient care activities. The Agency's supervisory personnel may, whenever they deem it advisable or necessary, relieve a student or faculty member from a specific assignment or require that such student or faculty member leave the Agency and not return until a final determination of the future status of such student or faculty member shall be made. Agency shall inform University promptly of any such action.
- (7) Agency agrees to recognize the confidential status of student educational records pursuant to the Family Educational Rights and privacy Act (FERPA) and will respect the confidential nature of the student information provided Agency pursuant to this Agreement.

G. Both Parties agree to the following:

The parties agree that statutory and common law theories and principles of liability, indemnification, contribution, and equitable restitution shall govern all claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omission of the parties hereto. Furthermore, if either party becomes aware of a claim involving the other within the relationship, the party with knowledge of the claim shall inform the other part in writing within ten (10) days of receiving knowledge of the claim, demand, or other loss.

It is understood between the parties that the University's students are placed at the Agency in order to fulfill academic requirements of the University and that the University has complete control over all academic aspects of the Program. The parties acknowledged that the duties performed by the students are not performed as employees but in fulfillment of the academic requirements related to their Program. It is similarly acknowledged that the duties performed by the University's faculty members at the Agency are intended to fulfill the academic requirements of the University's students and are not performed as employee of the Agency. At no time shall students replace or substitute for any employee of the Agency nor shall students perform any of the duties normally performed by employees of the Agency except such duties as are part of their training and are performed under Program supervision. Consistent with this provision, students and faculty shall not receive compensation nor be eligible for any Agency employee benefits.

H. Patient Confidentiality

The University agrees and will instruct its students and faculty to respect the confidential nature of all information that they have access to, including but not limited to patients'

personal health information. University shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information and Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009, to the extent applicable, and agrees to provide training in the requirements of the privacy and security provisions of HIPAA. University will inform faculty and students of the expectation that they follow Agency policies when collecting data from clients, families, and staff and that all data will remain confidential and be used for health care and educational purposes only.

The University also agrees that during the term of this agreement, and any additional period where students are present at the Agency providing care or participating in the provision of care to Agency's patients, University shall NOT, as part of students' academic training or education, require or permit students to remove patient records or any Protected Health Information (as that term is defined under the HIPAA Privacy Standards) from the Agency. University shall not require or permit students to use patient specific case examples with identifying patient information in any educational presentations and shall not require students to provide any Protected Health Information to University as proof of completion of specific academic requirements relative to the completion of students' educational program or curriculum without appropriate HIPAA approved authorization from the patient. University agrees that each student designated or assigned to receive training at Agency will execute a written confidentiality statement, in a form and containing such language as required and approved by the Agency, in its sole discretion. Agency shall obtain such confidentiality statements from each student upon orientation and shall maintain copies of all executed confidentiality statements.

Agency agrees to provide students and faculty with training regarding the Agency's policies and procedures relative to HIPAA.

University and Agency acknowledge that students have the status of volunteers in the Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA). University performs no functions as a Business Associate for Agency.

I. Assignment

Neither party may assign any rights under this Agreement without prior written approval of the other party.

J. Third Parties

This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment, which is not prohibited under the terms of this Agreement and no other person, shall have the right to enforce any of the provisions contained herein.

K. Amendments

This Agreement may be amended at any time by mutual agreement of the parties hereto,

provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties. Such amendments or modifications shall be attached hereto and shall become part of this Agreement.

L. Complete Agreement

This Agreement, executed by the contracting parties, contains the entire understanding of the parties and such understanding may not be modified except in writing signed by the parties.

M. Severability

If any provision of this Agreement is found to be unenforceable or illegal, the remaining part of the agreement shall remain in effect and be enforceable.

N. General Provisions

The Agency and the University mutually acknowledge and agree:

- (1) Each party shall be separately responsible for compliance with all laws, including antidiscrimination laws, which may be applicable to their respective activities under the Program.
- (2) In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
- (3) The failure of either party to insist upon strict compliance with or performance of any provision of this Agreement by the other party shall not be deemed to be a waiver of said party's rights or remedies, nor shall it be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set below their respective names.

GRAND VALLEY STATE UNIVERSITY:

ANTRIM CO. COMMISSION ON AGING:

Cynthia McCurren
Dean, Kirkhof College of Nursing

Authorized Signature

Date: _____

Date: _____

EXHIBIT A

Immunization Requirements

I. Prior to participating in an Educational Opportunity, all students and Onsite Faculty shall provide proof of completion/compliance of the following immunization requirements. Proof of completion/compliance must be verified by the affiliated school or program as appropriate. Students in "school-to-work" or short-term shadowing experiences are not required to have titer proof of immunity.

A. Measles (Rubeola), Rubella, and Mumps

Laboratory evidence of Measles, Mumps, and Rubella immunity, or documentation of two doses of MMR given at or after 12 months of age and one other dose given at least one month later, may be submitted to fulfill the Rubella, Rubeola and Mumps requirements.

However, if vaccination of measles was received between 1963-67 (an inactivated vaccine) the vaccine was ineffective and will require re-vaccination. If documentation shows only one MMR at or after 12 months old, one additional MMR is required. If MMR occurred prior to 12 months of age, they should have that dose repeat immunization.

B. Varicella

History of chickenpox is acceptable if disease is verified by medical documentation.

Uncertain or no history of chickenpox requires documentation of an immune titer or two doses of Varivax.

C. Hepatitis B

Previous Hepatitis B vaccination series with at least three vaccinations, immunization dates and anti-HBs titer results (proof of immunity). A student or Onsite Faculty shall be allowed to begin the clinical experience with at least the first injection of the vaccine series; however, student or Onsite Faculty must continue with and provide proof of the injections during their presence at any Spectrum Health facility.

D. Tetanus, Diphtheria, and Pertussis

Record of current tetanus diphtheria (Td) vaccine or one dose of Adacel (Tdap) within the past ten years.

II. TB – TB screening is done at least annually. If TB skin test is known to be positive, complete the TB Symptom Survey annually. Chest X-ray is required if symptomatic for TB. New positives are evaluated by the County Health Department.

III. Influenza Vaccination – Influenza vaccination completed annually.

Source: IC.004.S.0012

Last Review Date:

3/25/08



Memorandum Administration Office

September 20, 2016

TO: Health and Public Safety Committee

FR: Pete Garwood, County Administrator

A handwritten signature in blue ink, appearing to be 'PG', located to the right of the 'FR:' line.

RE: Dining Out Agreements – Shirley's Café and G's Pizzeria & Deli

Attached for your review from COA Director Judy Parliament is the first page and the schedule of costs for a renewal of a purchase of service agreement for the dining-out meal program with Shirley's Café. Ms. Parliament indicates,

An agreement is required to participate with our Dining Out program - which is an extension of our Congregate Meal program and gets counted as such when we are reimbursed through State and Federal funds administered by the Area Agency on Agency of Northwest Michigan. I have several restaurants that are showing interest in participating in this program. The same contract will be utilized, inserting the proper restaurant name, as they become eligible participants. All other terms and dates would remain consistent for ease of function and future renewals.

Ms. Parliament will use the same agreement to renew a purchase of service agreement for the dining-out meal program with G's Pizzeria & Deli.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners authorize the Board Chairman to execute purchase of service agreements for the dining-out meal program with Shirley's Café and G's Pizzeria & Deli for a term of two years from 10/1/16 – 9/30/18.

**NUTRITION PURCHASE OF SERVICE (POS) CONTRACT
DINING-OUT MEAL PROGRAM**

2016

THIS AGREEMENT effective October 1, ~~2014~~ *2016* by and between SST Enterprises, Inc. (Shirley's Café & Shirley's Café in The Woods) (hereinafter referred to as "Restaurant"), located at 306 Elm Street, Kalkaska, MI 49646, and Antrim County, on behalf of Antrim County Commission on Aging. (hereinafter jointly referred to as "COA") whose mailing address is P.O. Box 614, Bellaire, Michigan 49615.

COA and Restaurant agree as follows:

1. **Term of Agreement**

The term of agreement is from October 1, ~~2014~~ *2016* to September 30, ~~2016~~ *2018*, unless terminated earlier as provided below.

2. **Scope of Services**

Upon request from COA, the Restaurant shall provide COA participants with meals pursuant to the Dining-Out Meal Program agreement. To participate the person must be 60 years of age or older or be the spouse of a person 60 years of age or older. The Restaurant will provide meals meeting the standards of COA and Area Agency on Aging of Northwest Michigan (AAANM) Requirements of Purchase of Service (POS) Congregate Meals Providers as more fully set-forth in Attachment I.

3. **COA Responsibilities**

- a. COA shall provide meal certificates to eligible participants. A participant can pick up certificates for themselves and a spouse. There is currently no maximum number of certificates a participant may purchase at any one time. Meal certificates will be provided subject to available funding. Additional certificates may be purchased as a gift for an eligible participant so long as the participant has a current NAPIS on file with COA. Certificates are only valid for a ninety (90) day period.
- b. COA will assist prospective participants complete the NAPIS registration to verify eligibility and shall keep a record of the completed registrations on file.
- c. COA will provide nutrition education in the form of a newsletter to all participants.
- d. COA will monitor the program and service of meal to participants.
- e. COA will assess the Restaurant's performance and provide feedback, as deemed appropriate, during the period of the agreement. The assessment will include but not be limited to a review of the most recent Health Department Inspection report, participant satisfaction surveys, site visits and a review of all programmatic and fiscal information that is pertinent to this agreement. COA will advise the Restaurant of the assessment findings. COA may suspend or terminate this agreement based upon the assessment, including, but not limited to, the Health Department Inspections report.
- f. PAYMENT and REPORTING. The amount to be reimbursed is established from the costs presented in this Agreement (See Attachment II). Payment to the Restaurant will occur monthly upon receipt and approval of reporting form (See Attachment III) by COA. Reporting forms received after the 6th day of the month will be processed and paid the following month. No certificate will be accepted nor paid if it is submitted more than three (3) months following the month the service (meal) was provided.

Restaurant understands that meals provided under this Agreement are tax-exempt under the authorization of the Michigan Department of Treasury and that Restaurant shall not collect sales taxes.

ATTACHMENT II

Dining Out Meal Program

Schedule of Costs

Reimbursement will be figured as follows:

Shirley's Café
528 S. Williams, Mancelona, MI 49659
(231) 587-1210

and

Shirley's in The Woods Cafe
10945 M-72, Kalkaska, MI 49646
(231) 258-7955

Contact: Shirley Tracy, Owner

Breakfast:	^{#6.00} \$5.25 *
Lunch:	\$5.25 *
Dinner:	\$5.25 *

* Costs are based on a per meal basis

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016 AMENDED BUDGET	YTD BALANCE 09/30/2016	ACTIVITY FOR MONTH 09/30/2016	AVAILABLE BALANCE	% BDGT USED
Fund 581000 - AIRPORT OPERATING						
Revenues						
Dept 000						
581000-000-400.000	REVENUE CONTROL	0.00	0.00	0.00	0.00	0.00
581000-000-400.700	REVENUE - EXPENDITURE CREDIT	0.00	0.00	0.00	0.00	0.00
581000-000-520.000	FEDERAL - AIRPORT	0.00	0.00	0.00	0.00	0.00
581000-000-546.000	STATE REVENUE	0.00	0.00	0.00	0.00	0.00
581000-000-550.000	STATE - AID TO AIRPORT	0.00	0.00	0.00	0.00	0.00
581000-000-564.001	FROM STATE	0.00	0.00	0.00	0.00	0.00
581000-000-636.010	AIRPORT-GAS AND OIL SALES	190,000.00	118,821.49	22,674.83	71,178.51	62.54
581000-000-636.020	AIRPORT - HANGAR, COLD STORAGE	19,000.00	11,827.92	1,242.69	7,172.08	62.25
581000-000-636.060	AIRPORT - PARKING-PLANES	5,000.00	3,658.86	790.06	1,341.14	73.18
581000-000-636.080	AIRPORT - SALE OF SUPPLIES	150.00	57.10	0.00	92.90	38.07
581000-000-636.110	AIRPORT - LANDING FEE	7,500.00	11,740.56	2,669.80	(4,240.56)	156.54
581000-000-636.120	AIRPORT - SERVICE FEE	6,000.00	4,139.87	629.56	1,860.13	69.00
581000-000-636.130	AIRPORT-LAND LEASE FOR HANGARS	35,500.00	2,579.62	0.00	32,920.38	7.27
581000-000-665.000	INTEREST EARNED INVEST & CDS	550.00	708.87	0.00	(158.87)	128.89
581000-000-669.000	RENTS	0.00	0.00	0.00	0.00	0.00
581000-000-669.001	RENT FROM COUNTY OWNED PROPERTY	12,398.00	12,397.96	0.00	0.04	100.00
581000-000-673.000	SALE OF FIXED ASSETS	8,500.00	0.00	0.00	8,500.00	0.00
581000-000-677.010	REIMBURSE-INSURANCE & BOND-CLAIMS	2,301.45	2,301.45	0.00	0.00	100.00
581000-000-687.000	REFUNDS MISC	0.00	126.78	0.00	(126.78)	100.00
581000-000-689.000	INSURANCE & SECURITY BOND PREMIUMS	0.00	0.00	0.00	0.00	0.00
581000-000-689.003	WORKERS' COMP. DIVIDEND	0.00	475.91	0.00	(475.91)	100.00
581000-000-694.000	AIRPORT ROYALTIES - GAS & OIL	3,000.00	225.20	0.00	2,774.80	7.51
581000-000-698.001	UNREALIZED GAIN/LOSS	0.00	51.81	0.00	(51.81)	100.00
581000-000-699.101	FROM GENERAL FUND	249,710.00	249,710.00	0.00	0.00	100.00
581000-000-699.242	TRANSFER IN-FROM ENERGY SAVINGS FUND	0.00	0.00	0.00	0.00	0.00
Total Dept 000		539,609.45	418,823.40	28,006.94	120,786.05	77.62
TOTAL Revenues		539,609.45	418,823.40	28,006.94	120,786.05	77.62
Expenditures						
Dept 000						
581000-000-968.000	DEPRECIATION AND DEPLETION	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
Dept 295-AIRPORT						
581000-295-702.000	SALARY - DEPT. HEAD	58,625.29	42,841.58	4,509.64	15,783.71	73.08
581000-295-703.000	WAGES - DEPUTY#1, OFF MGR, SEC, 1ST ASST	37,104.00	26,314.62	2,854.40	10,789.38	70.92
581000-295-704.000	WAGES - DEPUTY#2, 2ND SEC, 2ND ASST	33,750.00	13,711.76	1,916.40	20,038.24	40.63
581000-295-705.000	OTHER WAGES	32,039.00	23,333.67	2,555.20	8,705.33	72.83
581000-295-707.000	OTHER WAGES	15,300.00	10,592.36	708.00	4,707.64	69.23
581000-295-708.000	WAGES - PART TIME	2,250.00	2,034.09	398.67	215.91	90.40
581000-295-709.000	OVERTIME AND HOLIDAY	4,500.00	2,089.81	440.07	2,410.19	46.44
581000-295-710.001	PER DIEM - REGULAR	150.00	0.00	0.00	150.00	0.00
581000-295-714.000	EMPLOYEE ANNUITY BENEFIT	13,085.00	9,072.43	1,002.48	4,012.57	69.33
581000-295-714.002	1:1 RATIO ANNUITY BENEFIT	0.00	0.00	0.00	0.00	0.00
581000-295-715.000	FICA - COUNTY SHARE	13,529.00	9,667.12	1,049.23	3,861.88	71.45
581000-295-716.000	HEALTH INSURANCE	12,600.00	9,398.88	1,044.32	3,201.12	74.59
581000-295-716.008	DELTA DENTAL INSURANCE	7,111.25	7,091.25	376.02	1,128.06	75.00

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2016 AMENDED BUDGET	YTD BALANCE 09/30/2016	ACTIVITY FOR MONTH 09/30/2016	AVAILABLE BALANCE	% BDGT USED
Fund 581000 - AIRPORT OPERATING						
Expenditures						
581000-295-718.000	RETIREMENT - COUNTY SHARE	23,188.00	19,516.54	2,094.28	3,671.46	84.17
581000-295-719.000	OTHER FINGE - AD&D ETC.	2,069.00	1,551.60	172.40	517.40	74.99
581000-295-721.000	PERSONAL LEAVE	2,500.00	0.00	0.00	2,500.00	0.00
581000-295-721.001	VACATION EXPENSE	0.00	0.00	0.00	0.00	0.00
581000-295-724.000	WORKERS' COMPENSATION	8,496.00	6,372.00	0.00	2,124.00	75.00
581000-295-725.000	TRAINING	600.00	425.00	0.00	175.00	70.83
581000-295-727.000	SUPPLIES - OFFICE	1,000.00	147.85	7.00	852.15	14.79
581000-295-741.000	OPERATING SUPPLIES	12,000.00	5,779.57	0.00	6,220.43	48.16
581000-295-741.008	TANK REGISTRATION	200.00	200.00	200.00	0.00	100.00
581000-295-742.000	UNIFORMS	1,250.00	150.00	0.00	1,100.00	12.00
581000-295-802.000	CONTRACTUAL SERVICES	5,000.00	2,826.68	0.00	2,173.32	56.53
581000-295-802.295	AIRPORT - CRACK SEALING PROGRAM	500.00	0.00	0.00	500.00	0.00
581000-295-807.000	DUES & SUBSCRIPTIONS	125.00	70.00	0.00	55.00	56.00
581000-295-851.000	RADIO MAINTENANCE	0.00	0.00	0.00	0.00	0.00
581000-295-855.000	TELEPHONE	2,500.00	1,664.06	3.06	835.94	66.56
581000-295-861.000	TRAVEL	4,500.00	2,924.79	122.76	1,575.21	65.00
581000-295-864.000	VEHICLE MAINTENANCE	4,055.90	4,454.76	0.00	(398.86)	109.83
581000-295-865.010	AIRCRAFT GAS & OIL SALES	150,000.00	78,639.14	6,048.93	71,360.86	52.43
581000-295-901.000	PRINTING AND PUBLISHING	300.00	0.00	0.00	300.00	0.00
581000-295-911.006	INSURANCE - AIRPORT	10,000.00	7,367.00	0.00	2,633.00	73.67
581000-295-921.000	ELECTRIC	17,500.00	11,656.75	0.00	5,843.25	66.61
581000-295-922.000	GAS	7,200.00	3,459.72	64.92	3,740.28	48.05
581000-295-932.000	BUILDING MAINTENANCE	5,945.72	1,441.96	99.00	4,503.76	24.25
581000-295-933.001	EQUIPMENT MAINTENANCE	9,944.10	5,820.37	0.00	4,123.73	58.53
581000-295-933.003	AUTOMTD WEATHER OBSERVTN SVC	4,000.00	739.74	0.00	3,260.26	18.49
581000-295-934.000	GROUNDS MAINT.	3,000.00	1,503.20	29.00	1,496.80	50.11
581000-295-935.000	TRASH REMOVAL	200.00	90.00	10.00	110.00	45.00
581000-295-954.295	GRANT MATCH - AIRPORT	8,500.00	0.00	0.00	8,500.00	0.00
581000-295-980.000	EQUIPMENT AIRPORT	1,250.00	747.99	0.00	502.01	59.84
Total Dept 295-AIRPORT		513,268.25	309,989.22	25,705.78	203,279.03	60.40
Dept 901-CAPITAL OUTLAY						
581000-901-980.295	CAPITALOUTLAY AIRPORT	11,676.28	11,676.28	0.00	0.00	100.00
Total Dept 901-CAPITAL OUTLAY		11,676.28	11,676.28	0.00	0.00	100.00
Dept 902-CAPITAL OUTLAY-COMPUTERS						
581000-902-980.295	CAPITAL OUTLAY-COMPUTERS-AIRPORT	0.00	0.00	0.00	0.00	0.00
Total Dept 902-CAPITAL OUTLAY-COMPUTERS		0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		524,944.53	321,665.50	25,705.78	203,279.03	61.28
Fund 581000 - AIRPORT OPERATING:						
TOTAL REVENUES		539,609.45	418,823.40	28,006.94	120,786.05	77.62
TOTAL EXPENDITURES		524,944.53	321,665.50	25,705.78	203,279.03	61.28
NET OF REVENUES & EXPENDITURES		14,664.92	97,157.90	2,301.16	(82,492.98)	662.52

Subject: FW: Group Photo at Antrim Airport

Halloo Pirates !!

We had a great breakfast last week at the Antrim County Airport in Bellaire. Hosted by the facility manager Jon Strehl and his helpful staff, we had a catered breakfast inside his hospitable terminal while John presented an overview of his operations and capabilities...most impressive for a county airport ! This is one of the finest municipal facilities you will find across the country. Their attention to detail and fastidious maintenance make this place a pilots' dream.

Despite the rainy and drizzly weather, we had a pretty good turnout (36)! Following breakfast, we had a walk around of four aircraft that had been staged for our review.. Pirate Joe Gross had flown his yellow Husky Bush Pilot Special in from Wisconsin for this day and generously provided cockpit viewing and explained in detail how everything functions...not an aircraft for the novice !

We also toured an early Piper float plane, a 1937 bi-plane (it WILL fit in my garage !!) and a period mono-wing Piper Aztec....quite a treat. Pirate Roger Meiners also photographed Pirates with their cars and the airplanes...I'll forward those to the lucky guys. Maybe this can be an annual event ?

Special thanks again to John Strehl, Joe Gross, Jim Lagowski (who conceived this idea...) and Roger Meiners who drove up from downstate to photograph everything for us...thanks guys !!

I'll post more photos this weekend ...please stay tuned! Spool down for the group photo...

This coming Thursday, 15 September, we will be meeting at a new venue for breakfast at 8:00 am:

Antrim Dells Golf Resort
12352 Antrim Drive
Ellsworth, Michigan 49729 231.599.2679 (Located just South of

Chef John Reid is excited to host us and it should be a real treat !

There will be a second email covering the Hal Sperlich presentation at the Bay Harbor Yacht Club coming behind this one...

See you Thursday !

Ben





Memorandum Administration Office

September 21, 2016

TO: Health and Public Safety Committee

FR: Pete Garwood, Administrator

A handwritten signature in black ink, appearing to be 'PG', located to the right of the 'FR:' line.

RE: Airport Storage Tank Liability

Attached for your review from Airport Manager John Strehl is information regarding storage tank liability insurance coverage at the Airport. The cost of the terrorism insurance (\$105.50) was a verbal quote given to Mr. Strehl on September 20. Mr. Strehl indicates that the current policy expires on 10/10/2016.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners authorize the Board Chairman to sign authorization to bind coverage with Arthur J. Gallagher Risk Management Services, Inc. for the Storage Tank Liability Insurance at the Antrim County Airport for the underground storage tank and the aboveground storage tank, at the cost of \$1,083.75 and the coverage include terrorism insurance at an additional cost of \$105.50 for the term of one year, (10/11/2016 to 10/11/2017), and to be paid from the Airport Fund #581.

From: Dirk Olsen [mailto:Dirk_Olsen@ajg.com]
Sent: Friday, September 16, 2016 7:18 PM
To: Strehl, John
Cc: Rob Nadr
Subject: Storage Tank Liability Coverage Effective 10-11-2016

Dear John,

Thank you for allowing Gallagher Aviation to continue to serve your aviation insurance needs. We have attached the following documents for your review:

- Storage Tank Liability Renewal Letter – this letter provides details regarding the renewal and new disclosures
- Storage Tank Renewal Quote
- 2016 Application & TRIA Form – Please complete and return to me prior to the effective date to bind coverage

The Current policy is written on a two-year policy term. Due to the age of the older tanks, the carrier is only providing a quote for a one year policy term. I checked with our other markets and they were only able to offer a one year policy term as well.

In order to bind coverage, I will need the Client Authorization to bind, completed and signed and the completed application and TRIA form electing coverage.

Please call our office if you have any questions or if we may be of additional service. We appreciate your business and look forward to serving you.

Dirk Olsen
Broker Placement Specialist

Gallagher Aviation
Formerly NationAir Aviation Insurance



Arthur J. Gallagher Risk Management Services, Inc.
1525 Kautz Road, Suite 100
West Chicago, IL 60185
P: 630-549-3622 | F: 866-212-1654
www.nationair.com | www.ajg.com

Confidentiality Note: This e-mail and any files transmitted with it are intended only for the person or entity to which it is addressed and may contain confidential material and/or material protected by law. Any retransmission or use of this information may be a violation of that law. If you received this in error, please contact the sender and delete the material from any computer.

From: Dirk Olsen [mailto:Dirk_Olsen@ajg.com]
Sent: Monday, August 29, 2016 11:21 AM
To: strehlj@antrimcounty.org
Cc: Rob Nadr
Subject: storage tank insurance

Hi John,



September 16, 2016

John Strehl
Antrim County Airport
3366-A Derenzy Road
Bellaire, MI 49615

Re: Storage Tank Liability
10/11/2016 TO 10/11/2017

Dear John:

Attached is our quotation for the Storage Tank Liability Coverage.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named above, may not be an insured entity. This may include partnerships and joint ventures.
- The insurance carrier is Crum & Forster Specialty Insurance Company, as expiring
- The renewal premium is \$950.00 plus \$133.75 for taxes and fees, totaling \$1,083.75.
- The premium is subject to a 25% minimum earned premium if cancelled.
- Defense costs are limited and included within the policy limits.
- The values and schedules are per the expiring policy. It is your responsibility to notify us of all necessary changes to your schedules.
- The policy is claims-made and contains the following restrictions and claims reporting requirements:
 1. Retroactive Date: 10/11/2012
 2. Extended Reporting Period Option Details:
 - ERP Premium Amount: 100% of Annual Premium
 - ERP Premium Due Date: 30 days after cancellation
 - ERP Length: 1 year
 - If client request to purchase ERP is required to be in writing to the carrier.

To renew this policy, please refer to the "Client Authorization to Bind Coverage" page attached.

1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Dirk Olsen



Memorandum Administration Office

September 20, 2016

TO: Health and Public Safety Committee

FR: Pete Garwood, County Administrator

RE: MDOT Contract – Design Work for Runway 2/20 Design

Attached for your review is a memo from Airport Manager John Strehl regarding a contract with the Michigan Department of Transportation (**see attached pgs. 40-42**) for a grant to pay for the design work for the rehab of Runway 2/20.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners authorize the Board Chairman to execute the Michigan Department of Transportation Contract #2016-0434 (Federal Project No. B-23-0011-3115; design work to rehab Runway 2/20) for a total project cost of \$95,100 (cost of \$4,755 to the County, \$85,590 from the Federal and \$4,755 from the State).

Memo:

To: Peter Garwood, County Administrator

From: John Strehl, Airport Director

RE: Runway 2/20 Design

Federal Project NO. B-26-0011-3115 Contract NO. 20160434

On May 12, 2016 the BOC entered into a contract with the airports engineering Company Mead & Hunt for design work to rehab runway 2/20.. This MDOT grant will pay for the design work,

Federal share	\$85,590
State share	\$4,755
Local share	\$4,755
Total project	\$95,100

This is the standard MDOT block Grant contract, which has been reviewed in the past by our legal.

CONTRACT NO. 2016-0434
FEDERAL PROJECT NO. B-26-0011-3115

**MICHIGAN DEPARTMENT OF TRANSPORTATION
ANTRIM COUNTY BOARD OF COMMISSIONERS
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and Antrim County Board of Commissioners (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Antrim County Airport , whose associated city is Bellaire , Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated August 9, 2016 attached hereto and made a part hereof.

PROJECT DESCRIPTION: REHABILITATE RUNWAY 2/20 - DESIGN.

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

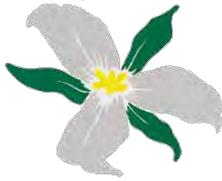
Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 9, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: Antrim County Board of Commissioners
3. Recipient's DUNS Number: 02-088-5364
4. Amount of Federal funds: \$85,590.00
5. Federal Grant Number(s): SBGP 9014, 9215
6. Grant Award Date(s): 8/13/14, 6/11/15
7. MDOT Project Number: B-26-0011-3115
8. Project Description: Rehabilitate Runway 2/20 - Design.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 326SBGP0902014, 326SBGP0922015
11. Federal Award Date: 8/13/14, 6/11/15
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 9/30/17
14. Amount of Federal Funds obligated by this action: \$85,590.00
15. Total amount of Federal Funds obligated: \$85,590.00
16. Total amount of the Federal award: \$85,590.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
Director Kirk Steudle
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A



Memorandum Administration Office

September 21, 2016

TO: Health and Public Safety Committee

FR: Peter Garwood 
County Administrator

RE: Airport – Five-Year Capital Improvement Program (FY2017 – FY2021)

Attached is the five-year Capital Improvement Program (CIP) for FY2017 – FY2021 under the Michigan State Block Grant Program. Airport Manager John Strehl is indicating that the increase for 2017 local funding is due to the shifting of approximately \$140,000 of Airport Improvement Program (AIP) monies to Antrim County from the Frankfort Dow Memorial Field airport. Mr. Strehl expects the County’s costs for the next four years of airport capital improvements to be as follows:

2017	Airfield Pavement Marking	\$ 900
2017	Design & Construction Clearing for AWOS*	\$ 15,500
2017	Construct Runway 02/20	\$ 73,363
2018	No CIP projects	\$ 0
2019	No CIP projects	\$ 0
2020	No CIP projects	\$ 0

The above numbers assume that the current 5% match requirement doesn’t change. The grant funding is Federal dollars granted through a State of Michigan Block Grant. A current requirement of the Michigan State Block Grant Program is approval of the CIP by the governing body.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners approve the five-year Airport Capital Improvement Program (CIP) for FY2017 – FY2022 under the Michigan State Block Grant Program with expected County grant matches of \$89,763 for 2017, \$0 for 2018, \$0 for 2019, and \$0 for 2020.

*AWOS = Automated Weather Observing System

**MICHIGAN AIRPORT DEVELOPMENT
PROGRAM PACKAGE
MDOT Office of Aeronautics**

**Airport Capital Improvement Plan
2017-2021**

Prepared for:

**Antrim County Airport
Bellaire, Michigan**

September 2016

Contact:

Mr. John Strehl
Antrim County Airport
3666-A Derenzy Road
Bellaire, Michigan 49615
231-533-8524
Fax 231-533-4096

Prepared by:

Mead&Hunt

MICHIGAN STATE BLOCK GRANT PROGRAM											
FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2017* to FY-2021											
*ACIP includes current development year (2017 already programmed - minor changes acceptable)											
Airport Name: Antrim County Airport									Date prepared: 9/21/2016		
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	Remarks/Item Justification - Provide as much detail as possible.
2017	Carry over 2016 NPE = \$68,000										
	Airfield Pavement Marking	Yes	RE RW IM	68	\$16,200	\$0	\$0	\$900	\$900	\$18,000	Pavement remarking needs to be completed to maintain safety.
	Design and Construction of Tree Clearing for AWOS	Yes	ST OT OB	46	\$200,000	\$79,000		\$15,500	\$15,500	\$310,000	The airport is required to maintain a clear area around their Automated Weather Observing System (AWOS). The area was previously cleared using Local money only when the AWOS was installed. In the time since, several trees/shrubs have grown and now penetrate the required clear surfaces. Per FAA Order 6560.20B Section 2.5, all obstructions shall be at least 15' lower than the height of the wind sensor in a 500' radius from the AWOS and be no greater than 10' higher than the sensor from 500' to 1000' from the AWOS. Additionally MDOT Aeronautics has further requirements of a 100' radius clear area (nothing above 10"), 500' radius with a slope of 10:1, and from 500' 1000' radius with a slope of 40:1.
	Construct Runway 02/20 Apply PFC Repair	Yes	SP RW FR	82	\$0	\$0	\$1,320,525	\$73,363	\$73,363	\$1,467,250	Runway 02/20 PFC is deteriorating and creating FOD on the runway. The 2015 PCI is 33 (down from 72 in 2012). An overlay was placed on the runway surface was 1994 and the PFC was added in 1999. This project consists of removing the PFC material, placing an asphalt scatch course, and repaving 3/4" PFC. The original pavement overlay was placed in 1980 and a second overlay in 1994. Because of the age of the pavement consideration should be given to an extensive pavement study to determine the long term structural capability of the runway.
2018	Carry over 2017 NPE = \$0										
	Carry forward for SRE Acquisition	Yes									
2019	Carry over 2018 = \$=150,000										
	Carry forward for SRE Acquisition	Yes									
2020	Carry over 2019 NPE = \$300,000										
	Carry forward for SRE Acquisition	Yes									
2021	Carry over 2019 & 2020 NPE = \$450,000										
	Design for Aquire SRE (Plow Truck)	Yes	ST EQ SN	45	\$36,000			\$2,000	\$2,000	\$40,000	The existing plow truck as out lived it's useful life and is in need of replacement
	Aquire SRE (Plow Truck)	Yes	ST EQ SN	45	\$402,300			\$22,350	\$22,350	\$447,000	The existing plow truck as out lived it's useful life and is in need of replacement

*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)

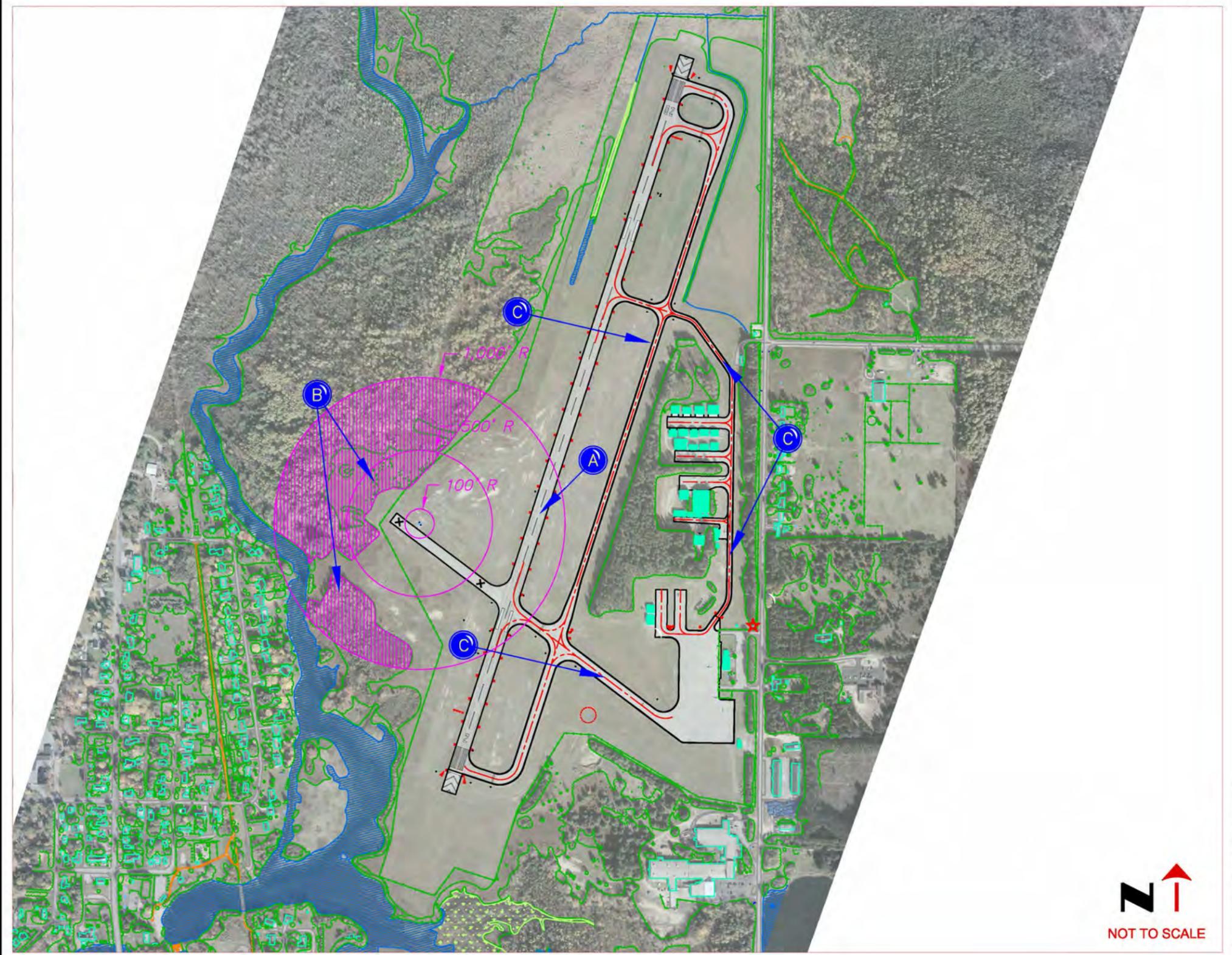
ANTRIM COUNTY AIRPORT BELLAIRE, MICHIGAN

FIVE-YEAR DEVELOPMENT PLAN - YEARS 2017 TO 2021



FAA IDENTIFIER: ACB
STATE ID: 50-01

YEAR - 2017
A — CONSTRUCT RUNWAY 02/20 PFC REPAIR
B — DESIGN AND CONSTRUCTION FOR AWOS OBSTRUCTION CLEARING
C — AIRFIELD PAVEMENT MARKING
YEAR - 2018
● — CARRY FORWARD FUNDS FOR SRE ACQUISITION
YEAR - 2019
● — CARRY FORWARD FUNDS FOR SRE ACQUISITION
YEAR - 2020
● — CARRY FORWARD FUNDS FOR SRE ACQUISITION
YEAR - 2021
● — DESIGN AND ACQUISITION OF SRE



Sept 21, 2016 - 05-01_ACB_sketch2017.dwg

Design By: JET Drawn By: JET Approved By: JET

ENGINEERING COST ESTIMATE

LOCATION: Antrim County Airport
 CITY: Bellaire, Michigan
 DATE: 7/22/15
 PREPARED BY: JET
 REVISED: JET (9/21/2016)

FINAL DESIGN
 PROJECT PROGRAMMING
 FEASIBILITY STUDY
 STATE PLANNING
 BASED ON FY 2016 DOLLARS

WORK DESCRIPTION: Aquire Snow Removal Equipment (SRE) - Plow Truck w/20' Poly Plow

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM COST
Plow Truck	LS	1	\$425,000.00	\$425,000.00
				
				CONSTRUCTION TOTAL = \$425,000
				CONSTRUCTION CONTINGENCIES (5%) = \$21,250
				CONSTRUCTION TOTAL = \$446,250
				ENGINEERING DESIGN 9%= \$40,163
				CONSTRUCTION ADMIN= N/A
				\$486,413
BUDGET ESTIMATE =				\$487,000

Note: These costs were developed without the benefit of field surveys or soils investigation.
 A final cost estimate will be dependent upon development of these items and further design.

REVENUE SCHEDULE 2016

NUMBER	ACCOUNT NAME	BUDGET	AUG	YTD RECEIVED
500.101	County Appropriation	166,000	0	\$166,000
569.000	State Funds	285,000	24,403	\$265,976
569.001	Federal Funds	145,000	32,367	\$102,232
638.001	General Fares	21,000	1,382	\$14,339
638.001	Pass Revenue	11,000	305	\$6,620
638.001	Crystal Beach	6,500	802	\$7,628
638.001	FIA	200	0	\$238
638.001	Mancelona School	0	0	\$0
638.001	Misc. Special Fares	7,500	1,365	\$14,124
638.002	HeadStart	9,000	0	\$9,445
638.003	CMH	32,000	3,080	\$29,205
638.004	Net Sale of Fuel *	12,000	850	\$10,061
638.006	Net Sale of Maintenance **	12,500	1,056	\$12,117
638.007	Meadow Brook	20,000	3,360	\$24,793
638.008	Munson	25,000	1,380	\$22,087
638.009	Bellaire School	36,000	3,360	\$26,720
638.01	Misc. Revenue	30,000	0	\$22,940
638.011	Alba School	0	0	\$0
665.000	Interest Income	300	63	\$585
		819,000	73,773	\$735,110

* Figure based on gallons sold at .25 per gallon

** Figure based on labor only (\$40 per hr)

2016 EXPENSE SCHEDULE

FUND:	ACCOUNT NAME:	BUDGET:	AUG:	YTD EXP:	BALANCE:	% EXP:
702.000	Salary, Director	65,000	4,928	58,797	6,203	90%
704.000	Wage, Secretary	24,500	1,830	22,166	2,334	90%
704.002	Wage, Dispatch	61,000	4,560	51,926	9,074	85%
705.000	Wage, FT Driver	110,000	4,268	89,698	20,302	82%
706.000	Wage, Mechanic	76,000	4,628	63,795	12,205	84%
707-708	Wage, PT Driver	91,000	8,322	80,971	10,029	89%
714.000	Anuity	10,000	668	8,836	1,164	88%
715.000	FICA	32,500	2,361	28,826	3,674	89%
716.008	Hospitalization	86,000	4,866	71,484	14,516	83%
718.000	Retirement	46,000	2,696	38,915	7,085	85%
719.000	Fringe, AD&D	3,700	246	3,250	450	88%
721.000	Personal Leave	500	0	0	500	0%
722.000	Unemployment	0	0	0	0	#DIV/0!
724.000	Workers Comp	23,000	0	32,398	-9,398	141%
727.000	Office Supply	1,500	197	1,933	-433	129%
741.000	Operating Supply	2,000	110	1,645	355	82%
742.000	Uniforms	4,500	231	3,818	682	85%
805.000	Computer Serv.	2,500	142	1,164	1,336	47%
807.000	Dues & Subs.	2,000	0	1,166	834	58%
810.000	Audit	2,500	0	0	2,500	0%
841.000	Physicals	1,500	55	220	1,280	15%
851.000	Radio Maint.	1,700	0	30	1,670	2%
852.000	Postage	0	0	2	-2	#DIV/0!
855.000	Telephone	1,100	129	1,382	-282	126%
861.000	Travel	1,500	1,015	1,391	109	93%
862.000	Convention	1,000	0	2,356	-1,356	236%
864.000	* Bus Parts	21,000	2,149	17,550	3,450	84%
864.005	Tires & Tubes	11,500	0	8,275	3,225	72%
865.000	* Gas & Oil	78,000	3,458	35,979	42,021	46%
901.000	Print & Publish	400	290	290	110	73%
911.001	Insurance	31,000	4,331	26,417	4,583	85%
921.000	Electric	7,000	1,186	6,747	253	96%
922.000	Natural Gas	5,000	39	3,620	1,380	72%
931.000	Plowing	3,300	0	3,300	0	100%
932.000	Building Maint.	10,000	307	11,905	-1,905	119%
935.000	Trash Removal	800	65	650	150	81%
TOTAL:		819,000	53,077	680,902	138,098	83%

* Figures based on ACT expense only

MISCELLANEOUS REVENUE FISCAL YEAR 2016

October	None
November	\$2,950 – New Furnace (building maintenance)
December	\$12,961 – Reconciled Money from FY 2015 – from State of Mi
January	\$862.00 – Electrical (building maintenance) \$6,167 – Reconciled Money from FY 2013 – from Federal
February	None
March	None
April	None
May	None
June	None
July	None
August	None



Memorandum Administration Office

September 20, 2016

TO: Health and Public Safety Committee

FR: Pete Garwood, Administrator

A handwritten signature in black ink, appearing to be 'PG' or similar initials.

RE: MDOT Master Agreement No. 2017-009 – Public Transportation Projects

Attached for your review is Master Agreement No. 2017-0009 with the Michigan Department of Transportation. Antrim County Transportation Director Al Meacham indicated that the County receives the master agreement on a regular basis and it allows the County to receive funds for the rural task force, capital money and operating money. The effective date of the agreement is 10/1/16 and the agreement will continue in effect until the last obligation between the parties under this agreement has been fulfilled. The agreement will include project authorizations for program years 2017 through 2021.

Following is the agreement. It is a lengthy document, but as the Committee has never seen the document (to the best of our knowledge), the complete agreement has been included.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners adopt the following resolution:

Whereas, the Antrim County Transportation has the authority to contract with the Michigan Department of Transportation for state and/or federal funds for passenger transportation related services; and,

Whereas, the Antrim County Transportation does hereby approve Master Agreement No. 2017-0009,

Now, therefore, be it resolved that the Commissioners Board Chair of Antrim County, be authorized and directed to execute said agreement for and on behalf of Antrim County Transportation;

AGREEMENT NO. 2017-0009
AGENDA: DIR

**MICHIGAN DEPARTMENT OF TRANSPORTATION
ANTRIM COUNTY BOARD OF COMMISSIONERS
MASTER AGREEMENT FOR
PUBLIC TRANSPORTATION PROJECTS**

This Agreement is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and Antrim County Board of Commissioners (AGENCY).

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- Section 7. Competitive Procurement
- Section 8. Third-Party Contract Procedures
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- Section 20. Unfair Labor Practices
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- Section 25. Political Activity

- Section 26. Assignment of Antitrust Rights
- Section 27. Additional Requirements for the Section 5311 Nonurbanized Area Formula Operating Program
- Section 28. Additional Requirements for the Specialized Services Program
 - a. Budget Adjustments
 - b. Reimbursements
 - c. Third-Party Contract Procedures
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- Section 29. Additional Requirements for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program
 - a. Use and Disposition of Facility/Project Equipment
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- Section 30. Conflict
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- Section 32. Signing

Attachments

- Exhibit A - Insurance Requirements
- Appendix A - Prohibition of Discrimination in State Contracts
- Appendix B - Title VI Assurance
- Appendix C - Assurances That Recipients and Contractors Must Make

1. DEFINITIONS

- COMMISSION - Means the Michigan State Transportation Commission.
- COORDINATING COMMITTEE - Means a group of local human service agencies representing SPECIALIZED SERVICES interests.
- FEDERAL - Means the United States Department of Transportation, Federal Transit Administration (FTA), and/or Federal Highway Administration (FHWA).
- PROJECT - Means a funded activity that is budgeted and managed as a separate entity. If a PROJECT uses FEDERAL funds, the activities and content of the PROJECT will be in accordance with the corresponding FEDERAL grant.
- PROJECT AUTHORIZATION - Means the written document(s) by which a specific PROJECT is to be carried out by the AGENCY under the terms of this Agreement, as defined and initiated by MDOT.
- RURAL AGENCY - Means an agency that does not receive Section 5307 Urbanized Area Formula Program funding.

SERVICE OPERATIONS	-	Means general administration, maintenance, and operations performed under this Agreement as listed in a PROJECT AUTHORIZATION under the category of SERVICE OPERATIONS.
SPECIALIZED SERVICES	-	Means transportation services primarily designed for persons with disabilities and persons who are sixty-five (65) years of age or older.
STATE	-	Means the State of Michigan.

2. PURPOSE

The purpose of this Agreement is to make FEDERAL and/or STATE grant funds available to the AGENCY for the costs of eligible PROJECTS that promote or benefit public transportation. This Agreement sets forth the terms and conditions for any and all PROJECT AUTHORIZATIONS issued under this Agreement. Award of this Agreement will not in any manner provide for or imply any agreement on the part of MDOT to issue any PROJECT AUTHORIZATION(S) to the AGENCY.

For each PROJECT AUTHORIZATION under this Agreement that contains FEDERAL funds, the AGENCY must follow the FEDERAL guidelines and regulations of the respective FEDERAL agency and program.

3. PROJECT FUNDING

The maximum cost of any PROJECT will be the amount indicated in the PROJECT AUTHORIZATION. MDOT funds for PROJECT AUTHORIZATIONS are made available through legislative appropriations and are based on projected revenue estimates. MDOT may reduce the amount of any PROJECT AUTHORIZATION or terminate any PROJECT AUTHORIZATION if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is issued. The AGENCY will be responsible for all costs in excess of the funds shown in any PROJECT AUTHORIZATION.

If the FEDERAL funds received are less than the amount shown in any PROJECT AUTHORIZATION, the MDOT funds will be adjusted to maintain the same ratio shown in the PROJECT AUTHORIZATION. In no case will the MDOT share increase in ratio or in dollar amount without a revision to the PROJECT AUTHORIZATION.

In any case in which a PROJECT AUTHORIZATION contains STATE funds that match FEDERAL funds, funding of the PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant. When MDOT is the recipient of the FEDERAL

grant, PROJECT AUTHORIZATION funding is contingent upon the award of the grant between MDOT and the FEDERAL agency that is the prime contractor. When the AGENCY is the recipient of the FEDERAL grant, the PROJECT AUTHORIZATION funding is contingent upon award of the FEDERAL grant between the AGENCY and the FEDERAL agency that is the prime contractor. MDOT and the AGENCY must comply with the provisions established by the FEDERAL matching grant as they affect this Agreement and each PROJECT AUTHORIZATION issued under this Agreement, the FEDERAL grant being incorporated herein by reference. When the FEDERAL grant is administered by the AGENCY, special provisions apply as indicated in the PROJECT AUTHORIZATION. The AGENCY must comply with the appropriate fiscal year Contract Clauses Certification referenced in the PROJECT AUTHORIZATION. In addition, the AGENCY must comply with any applicable Department of Labor Certification of Transit Employee Protective Arrangements requirements as issued by the U.S. Department of Labor.

For agencies that receive FEDERAL funds from MDOT, MDOT may withhold FEDERAL funds or require the return of project equipment for failure to meet FEDERAL requirements in the FEDERAL grant.

4. ELIGIBLE PROJECT COSTS

The AGENCY agrees that the costs reported to MDOT for each PROJECT AUTHORIZATION will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

- a. FEDERAL Capital - Determination of eligible PROJECT costs for any public agency receiving FEDERAL capital funds will be in accordance with the criteria set forth in Title 49 Code of Federal Regulations (CFR) Part 18 in effect at the time the PROJECT AUTHORIZATION is signed by both parties. Determination of eligible PROJECT costs for any private, nonprofit agency receiving FEDERAL capital funds will be in accordance with the criteria set forth in 49 CFR Part 19 in effect at the time the PROJECT AUTHORIZATION is signed by both parties.
- b. FEDERAL Operating - Determination of eligible PROJECT costs for any agency receiving FEDERAL operating funds will be in accordance with the criteria set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in effect at the time each PROJECT AUTHORIZATION is signed by both parties, and said criteria will be included in all subdocuments related to this Agreement. The guidance can be found at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

- c. STATE Capital - Determination of eligible PROJECT costs for any agency receiving STATE capital funds will be in accordance with the criteria set forth in 2 CFR Part 200 and/or 49 CFR Part 18 in effect at the time each PROJECT AUTHORIZATION is signed by both parties.
- d. STATE Operating - Determination of eligible PROJECT costs for any agency eligible to receive STATE operating funds will be in accordance with the criteria set forth in the "Local Public Transit Revenue and Expense Manual" (R&E Manual), incorporated herein by reference, in effect during the fiscal year(s) in which costs are incurred and in accordance with 2 CFR Part 200. The R&E Manual may be viewed at <http://www.michigan.gov/mdotptd> under "Resources," "Audit/Accounting Information."
- e. Insurance Proceeds – For all losses, after deductibles are met, insurance proceeds will be used for replacement/repair before state and/or federal funds are used.
- f. Travel – Actual costs in accordance with and not to exceed the amounts set forth in the current State of Michigan Standardized Travel Regulations, incorporated herein by reference. Current State of Michigan Standardized Travel Regulations can be found at <http://www.michigan.gov/dtmb>, Services & Facilities – Travel.

If the AGENCY receives STATE and/or FEDERAL operating funds for more than one PROJECT, a narrative cost allocation methodology is required and must be submitted to MDOT for approval.

5. BUDGET ADJUSTMENTS, REVISIONS, AND AMENDMENTS

Expenditures that are not consistent with PROJECT AUTHORIZATIONS will not be considered eligible PROJECT costs unless written approval has been requested by the AGENCY and granted by MDOT in accordance with this section.

Budget adjustments to a PROJECT AUTHORIZATION are required to change an existing line item. Such changes may include additions or deletions to the quantities and/or description in a specific line item if it is determined that each change is justified to fulfill the purpose of the PROJECT AUTHORIZATION. Upon receipt of a written request to make changes that require a budget adjustment, MDOT must respond to the AGENCY providing written approval or disapproval of the budget adjustment or requesting further information.

Revisions to a PROJECT AUTHORIZATION are required if the proposed change would add a new line item, change the PROJECT AUTHORIZATION amount, change the STATE, FEDERAL, or local amounts, or extend the term of the PROJECT AUTHORIZATION. The PROJECT AUTHORIZATION must be revised to make the change before the expenditure will be deemed an eligible PROJECT cost. Requests to make changes that require a revision to the PROJECT AUTHORIZATION will be processed in a timely manner, as circumstances permit. Upon receipt of a written request

to make changes that require revision(s) and, if applicable, receipt of written approval from the Rural Task Force or Metropolitan Planning Organization, MDOT must respond to the AGENCY, providing written approval or disapproval of the revision or requesting further information.

Amendments to this Agreement are required for any change in the scope or terms of this Agreement and will be by award of a written amendment to this Agreement by the parties.

The AGENCY agrees to notify MDOT in writing of any significant event on a timely basis. A significant event is an event that may have significant potential impact on PROJECT progress, direction, control, or cost.

(Please see Section 28 for additional requirements for the Specialized Services Program.)

6. PROCUREMENT OF VEHICLES BY AGENCY

The AGENCY will purchase revenue vehicles as shown in each PROJECT AUTHORIZATION through its own local purchase process or through the STATE Vehicle Purchasing Program.

If the AGENCY purchases vehicles through the STATE Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process as described in Section 8. When purchasing vehicles from the STATE Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current "Guidelines for State Vehicle Purchasing Program." This document is available at <http://www.michigan.gov/mdotptd> under "Procurement," "State Vehicle Contracts and Procurement," "State Purchasing Program." When purchasing vehicles under the local purchase process, the AGENCY must follow the procedures outlined in the current "Guidelines for Local Vehicle Purchase on State Administered Grants" and is not exempt from the procedures set forth in Section 8. The guidelines are available at <http://www.michigan.gov/mdotptd> under "Procurement," "State Vehicle Contracts and Procurement," "Local Purchase."

For procurement of demand response vehicles, the AGENCY must have an approved vehicle accessibility plan in accordance with 1951 Public Act (PA) 51, Section 10(e) 18, as amended, in addition to meeting the equivalent level of service required by the Americans with Disabilities Act (ADA), United States Department of Transportation (US DOT) Final Rule, 49 CFR Parts 27, 37, and 38.

7. COMPETITIVE PROCUREMENT

If the AGENCY receives FEDERAL funding through MDOT for the procurement, the AGENCY will comply with the following requirements:

- a. The AGENCY will follow the current procedures outlined in the "Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT." The

procedures can be found at <http://www.michigan.gov/mdotptd> under "Procurement," "Procurement Guidelines," "Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT."

- b. The AGENCY will document how the price was determined to be fair and reasonable for purchases up to Three Thousand Dollars (\$3,000.00) or, as an alternative, will document compliance with the provisions of subsections (c) or (d) below.
- c. The AGENCY will document competitive quotations from an adequate number of qualified sources for purchases up to One Hundred Fifty Thousand Dollars (\$150,000.00), except for purchases of Three Thousand Dollars (\$3,000.00) or less, or, as an alternative will document compliance with the provisions of subsection (d) below.
- d. The AGENCY will solicit and advertise for competitive bids/proposals for purchases of One Hundred Fifty Thousand Dollars (\$150,000.00) or more, except for contracts for architectural and engineering services. The AGENCY will ensure that there is an adequate number of qualified bidders/proposers. The AGENCY may award a contract to a responsible proposer other than the lowest in price provided that adequate provision for such action is included in the RFP. Justification for such selection will be provided to MDOT prior to the award of the contract.
- e. The AGENCY will solicit and advertise for proposals from an adequate number of sources to permit reasonable competition for contracts for architectural and engineering services. The AGENCY will use competitive proposal procedures based on the Brooks Act, as defined in 40 USC Part 541, regardless of the dollar amount of the project.

(Please see Section 28 for additional requirements for the Specialized Services Program.)

8. THIRD-PARTY CONTRACT PROCEDURES

If the AGENCY is not certified in accordance with COMMISSION policy or receives FEDERAL funding through MDOT for the procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement that are estimated to be in excess of the dollar amount for third-party contracts identified in COMMISSION policy prior to said contracts being signed by the AGENCY. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as a warranty of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

PROJECT-Related Procurement: The AGENCY will submit to MDOT copies of the following procurement documents for review and approval by MDOT for solicitations over the amount identified in COMMISSION policy.

- a. Prior to solicitation:
 - i. Invitations for bids (IFBs) and requests for proposals (RFPs) when either of these methods of procurement is used.
 - ii. Amendments to the above, to be submitted by the AGENCY prior to distribution.
 - iii. Any specifications, plans, drawings, and quantity figures to be included in the IFBs or RFPs.
- b. After solicitation:
 - i. Unsigned third-party contracts.
 - ii. Copies of selected bids or proposals. (The AGENCY will retain copies of all other bids and proposals received.)
 - iii. Lists that include the names of all bidders or proposers, the amount of each bid or the score for each proposal, responsible and responsive determinations, and identification of the selected bids or proposals.

9. INSPECTION OF PROJECT EQUIPMENT AND RECORDS

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the US DOT or their authorized representatives, agents, or employees to audit, review, and inspect all equipment purchased as part of the PROJECT, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant PROJECT records. Any approvals, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals are a governmental function incidental to the PROJECT under this Agreement. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty of the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the PROJECT.

10. USE AND DISPOSITION OF FACILITY/PROJECT EQUIPMENT

The AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service for the duration of its useful life and, if funded with FEDERAL and MDOT funds, will be used in accordance with FEDERAL procedures as set forth in 49 CFR Part 18. If, during the period of its useful life, any facility/PROJECT equipment is not used in said manner or is withdrawn from public transportation service, the AGENCY will immediately notify MDOT in writing. If FTA-funded real property is no longer needed for any transit purpose, the AGENCY is required to prepare or update an excess real property utilization plan. The plan should identify and explain the reason for the excess property and plans to use or dispose of the excess real property. If land was donated by an agency for a facility project and the facility becomes excess property, the land is considered part of the excess property included in the utilization plan. Unless the FTA and the AGENCY agree otherwise, the excess real property inventory and updated excess property utilization plan should be retained by the AGENCY and made available upon request and during an FTA review.

During the period of this Agreement, the AGENCY will maintain the facility/PROJECT equipment for the period of the useful life of such equipment. Maintenance will conform to the manufacturer's recommendations as to service and service intervals for such equipment. In addition, the AGENCY is required to submit a vehicle maintenance plan or plan revision, as directed by MDOT, for review and approval by MDOT. This vehicle maintenance plan, at a minimum, will include all of the components listed in MDOT's current "Preventive Maintenance Manual." If the AGENCY revises its vehicle maintenance plan, said plan will be submitted for review and approval by MDOT. The AGENCY will maintain supporting records documenting such maintenance. Representatives of MDOT will have the right to conduct periodic inspection for the purpose of confirming proper maintenance pursuant to this section. Such inspection by MDOT does not relieve the AGENCY of its obligations hereunder, nor is such inspection by MDOT to be construed as a warranty as to the sufficiency of the maintenance but is undertaken for the sole use and information of MDOT. MDOT may withhold funds from the AGENCY for failure to maintain PROJECT equipment pursuant to this section until such time as the AGENCY meets the proper maintenance requirements as determined by MDOT.

Facility/PROJECT equipment purchased under this Agreement may, at the discretion of MDOT, be incorporated into a new or consolidated public transportation service at the time such service is implemented.

At such time as the PROJECT equipment has exceeded its useful life, the AGENCY, with prior notification to MDOT, will dispose of said equipment in accordance with MDOT and/or FEDERAL procedures. All proceeds from the disposal of PROJECT equipment will remain with the AGENCY and will be used to support the provision of public transportation services.

Agencies that receive FEDERAL funding through MDOT agree to give to MDOT a security interest in any PROJECT equipment purchased pursuant to the terms of this Agreement. MDOT will retain a security interest in the PROJECT equipment until the terms of this section have been met.

The AGENCY agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against any PROJECT equipment until all of its duties, obligations, and responsibilities are satisfied as required herein.

(Please see Section 29 for additional requirements for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.)

11. INSURANCE

The AGENCY will carry and maintain for the life of the PROJECT equipment, as a minimum, insurance or self insurance as set forth in Exhibit A, dated April 1, 2016, attached hereto and made a part hereof. Insurance payment for loss or damage will be made to MDOT. The AGENCY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims that may arise out of the AGENCY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

12. INDEMNIFICATION

The AGENCY agrees to indemnify and save harmless the STATE, the COMMISSION, MDOT, and/or the FEDERAL agency and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the STATE, the COMMISSION, MDOT, and/or the FEDERAL agency.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the STATE, the COMMISSION, MDOT, and/or the FEDERAL agency a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

13. ACCOUNTING RECORDS AND DOCUMENTATION

With regard to audits and record-keeping:

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement and/or any PROJECT AUTHORIZATION (RECORDS). Separate accounts will be established and maintained for all costs incurred for each PROJECT AUTHORIZATION under this Agreement.
- b. The AGENCY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, that are in effect at the time of Contract award with regard to audits.
 - i. Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollar (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in FEDERAL funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of FEDERAL funds spent, the name(s) of the MDOT federal programs, and the Code of Federal Domestic Assistance (CFDA) grant number(s). This information must also be submitted to the addresses in paragraph (iv) below.
 - iii. Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete

Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the auditor's report(s) or within nine (9) months after the end of the AGENCY's fiscal year, whichever is earlier.

- iv. Agencies must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

Address:

Michigan Department of Transportation
 Financial Operations Division
 Budget, Outreach and Program Support Section
 P. O. Box 30050
 Lansing, MI 48909

With a copy to:

Michigan Department of Transportation
 Office of Passenger Transportation
 Mail Code B425
 P.O. Box 30050
 Lansing, MI 48909

- v. Agencies must also comply with applicable STATE laws and regulations relative to audit requirements.
 - vi. Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vii. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- c. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement and any PROJECT AUTHORIZATION. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement or any PROJECT AUTHORIZATION, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

- e. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

(Please see Section 28 for additional requirements for the Specialized Services Program.)

14. BILLINGS AND PAYMENTS FOR CAPITAL PROGRAMS

The AGENCY may make requests for payment of allowable PROJECT costs for capital programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

- a. The AGENCY must provide a cover letter requesting reimbursement for any eligible PROJECT costs. The cover letter will include the agreement and PROJECT AUTHORIZATION numbers, the payment request number, identification of the payment as a partial payment or a final payment, the amount to be reimbursed, and, if applicable, the third-party contract number. If the request is for reimbursement for a replacement vehicle(s), the AGENCY will include in the cover letter the identification number(s) of the vehicle(s) to be replaced.
 - i. The AGENCY will submit a budget summary showing PROJECT costs to date and current billings against individual budget items as shown in the PROJECT AUTHORIZATION.
 - ii. RURAL AGENCIES will submit required supporting documentation for each billing as set forth in the current "Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT." The procedures can be found at <http://www.michigan.gov/mdotptd> under "Procurement," "Procurement Guidelines," "Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT."
 - iii. Prior to requesting reimbursement, the AGENCY may be required to enter data into its vehicle, equipment, and/or facility inventories in the Public Transportation Management System (PTMS). The AGENCY must enter the following information into PTMS:
 - (a) the required information for revenue vehicles into the vehicle inventory;
 - (b) equipment procurements of Five Thousand Dollars (\$5,000.00) or more into the equipment inventory if MDOT-administered FEDERAL funds were used for the purchase;
 - (c) new facilities into the facility inventory;
 - (d) facility improvements of Five Thousand Dollars (\$5,000.00) or more into the facility inventory if MDOT-administered FEDERAL funds were used in the projects.

- iv. When requesting reimbursements for vehicles purchased under the local purchasing process, the AGENCY must follow the procedures outlined in the current "Guidelines for Local Vehicle Purchase on State Administered Grants." The guidelines are available at <http://www.michigan.gov/mdotptd> under "Procurement," "State Vehicle Contracts and Procurement," "Local Purchase."
 - v. When requesting reimbursements for vehicles purchased under the STATE's Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current "Guidelines for State Vehicle Purchasing Programs." The guidelines can be found at <http://www.michigan.gov/mdotptd> under "Procurement," "State Vehicle Contracts and Procurement," "State Purchasing Program."
 - vi. MDOT reserves the right to verify progress of work and/or delivery of products to the AGENCY by visual inspection.
 - vii. When requesting reimbursements for vehicles under a lease/purchase agreement, the AGENCY will submit a copy of the lease/purchase agreement with the first payment request.
- b. Within sixty (60) days after PROJECT completion or termination, the AGENCY will submit to MDOT a billing designated as Final Billing to be charged against the PROJECT AUTHORIZATION. Upon written request by the AGENCY to MDOT within the sixty (60) day period, which request will include documentation of the circumstances that prevent timely submission of all billings that support the final billing, MDOT may, in writing, extend the sixty (60) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation for the final billing sixty (60) days after the date of PROJECT completion or termination or before or upon the extended date certain established by MDOT, MDOT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under the Agreement.

Funds administered by MDOT as specified in the PROJECT AUTHORIZATION(S) will be payable by MDOT to the AGENCY.

15. BILLINGS, PAYMENTS, AND QUARTERLY REPORTS FOR OPERATING PROGRAMS

The AGENCY may make requests for payment of eligible PROJECT costs for operating programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

- a. The AGENCY must prepare and furnish to MDOT quarterly operating assistance reports; a copy of the report form is in PTMS. Access to PTMS can be found at

<https://sso.state.mi.us>. Said reports are due within forty (40) days after the end of each fiscal year quarter. MDOT may withhold operating funds from the AGENCY for failure to provide a quarterly operating assistance report until such time as the AGENCY provides the report.

- b. One-fourth (1/4) of the funds to be provided by the STATE and/or STATE administered FEDERAL funds may be advanced to the AGENCY when the following conditions are met:
 - i. MDOT award of this Agreement.
 - ii. Award of the FEDERAL revenue grant, if applicable.
 - iii. MDOT award of the PROJECT AUTHORIZATION.
 - iv. MDOT approval and receipt of executed third-party contracts, if applicable.
 - v. MDOT receipt of reports due from the previous fiscal year.
- c. Up to one-fourth (1/4) of the funds provided by the STATE and/or STATE administered FEDERAL funds set forth in the PROJECT AUTHORIZATION will be payable at the end of each quarter contingent upon the receipt of any outstanding reports from the previous quarter as required by this Agreement.

MDOT may appropriately reduce a subsequent payment if a quarterly report submitted by the AGENCY as required under this Agreement indicates that the level of service is lower than budgeted. Upon receipt of the fourth quarterly report, reconciliation will be made of any remaining funds.

The AGENCY is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(Please see Section 27 for additional requirements for the Section 5311 Nonurbanized Area Formula Operating Program.)

16. AUDIT

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or any PROJECT AUTHORIZATION or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Agreement or any other agreement or payable to the AGENCY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed RESPONSE.

17. ACCESS

The AGENCY agrees to provide to MDOT copies of all reports and data specified in each PROJECT AUTHORIZATION. The AGENCY further agrees to provide MDOT access to all technical data, reports, other documents, and work in process pertaining to any PROJECT. Copies of technical data, reports, and other documents will be provided by the AGENCY upon request from MDOT and/or the FEDERAL agency.

18. TERMINATION OR SUSPENSION

For any reason, MDOT or the AGENCY may, by thirty (30) days written notice or as otherwise specified in the PROJECT AUTHORIZATION, suspend any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION until such time as the event or condition resulting in such suspension has ceased or been corrected.

For any reason, MDOT may, by thirty (30) days written notice to the AGENCY, or as otherwise specified in the PROJECT AUTHORIZATION, terminate any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION.

Upon receipt of any notice of termination or suspension of a PROJECT under this section and in accordance with MDOT procedures, the AGENCY will proceed promptly to carry out the actions required therein, which may, without limitation, include any or all of the following:

- a. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.
- b. Furnish to MDOT a statement of the status of the PROJECT, the inventory, and the PROJECT costs to date, as well as a proposed schedule, plan, and budget for terminating or suspending and closing out PROJECT activities and contracts, and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest schedule, plan, and budget approved by MDOT or under the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a schedule, plan, and budget within a reasonable time. The closing out of MDOT financial participation in the PROJECT will not constitute a waiver of any claim MDOT may otherwise have arising out of this Agreement.
- c. For all PROJECTS containing FEDERAL funds, the AGENCY must also comply with FEDERAL procedures as set forth in 49 CFR Part 18.

19. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE

- a. In connection with the acceptance of this Agreement, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement
- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the US DOT (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and

made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

- c. The AGENCY will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, with regard to its contracting opportunities. The AGENCY's contracting opportunities include the purchase of any items and the undertaking of any construction projects except transit vehicles or land acquisition, respectively.

When the AGENCY reaches the FEDERAL threshold of Two Hundred Fifty Thousand Dollars (\$250,000.00) per FEDERAL fiscal year on FEDERAL funds administered by MDOT, MDOT will notify the AGENCY if it is required to submit its quarterly DBE Accomplishments to MDOT for these FEDERAL funds. Transit vehicles and land acquisitions are exempt from this Two Hundred Fifty Thousand Dollar (\$250,000.00) threshold. Failure to comply with 49 CFR Part 26 will result in the withholding of FEDERAL funds administered by MDOT.

- d. Agencies that direct reports to the FTA for the purposes of the DBE Program are required to provide copies of their FTA DBE participation reports on a semi-annual basis to MDOT.

20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in the performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Agreement subsequently appears in the register during the performance period of this Agreement. The website for the register is <http://www.sam.gov/portal/SAM/#1>.

21. CERTIFICATION

For any PROJECT AUTHORIZATION in excess of One Hundred Thousand Dollars (\$100,000.00) of FEDERAL funds, the AGENCY certifies to the best of its knowledge and belief that:

- a. No FEDERAL appropriated funds have been paid or will be paid by or on behalf of the AGENCY 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 awarding of any FEDERAL contract, the making of any FEDERAL grant, the making of any FEDERAL loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any FEDERAL contract, grant, loan, or cooperative agreement.

- b. 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 grant, the AGENCY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.
- c. The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

22. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

23. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.

24. PROHIBITED INTEREST

No member, officer, or employee of the AGENCY, during his/her tenure or one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

25. POLITICAL ACTIVITY

None of the funds, the facilities, or the PROJECT equipment provided in any PROJECT AUTHORIZATION under this Agreement will be used for any partisan political or millage activity or to further the election or defeat of any candidate for public office.

26. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the STATE or MDOT due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the STATE or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the STATE or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the STATE or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement.

27. ADDITIONAL REQUIREMENTS FOR THE SECTION 5311 NONURBANIZED AREA FORMULA OPERATING PROGRAM

Billings, payments, and quarterly reports for the Section 5311 Nonurbanized Area Formula Operating Program agreements will be processed in accordance with the following:

- a. At least one-twelfth (1/12) of the PROJECT AUTHORIZATION amount will be withheld until the annual operating assistance report has been approved by MDOT via PTMS. Upon approval of the annual operating assistance report, reconciliation will be made of any remaining funds.

- b. Upon completion of the final determination for each of the agencies participating in this Section 5311 Nonurbanized Area Formula Operating Program, MDOT will perform a final accounting of this Agreement. If it is found that the percent of the cumulative actual eligible costs exceeds the amount of FEDERAL funds available for that purpose for that fiscal year and sufficient FEDERAL operating funds are not available in the next fiscal year to offset the shortage, a new percentage will be calculated. This new percentage will be calculated by dividing the total FEDERAL funds available for that period and purpose by the total of the actual eligible costs of all the participating agencies. Any agency that has already received payments in a total amount that exceeds the new percentage of its actual eligible costs calculated pursuant to this paragraph will repay the excess to MDOT. If, within sixty (60) days after written notification of the overpayment is sent to the AGENCY, arrangements to refund said monies have not been made, MDOT may withhold monies from any present or future contracts and/or from distributions to be made to the AGENCY pursuant to statute and may pursue any other available remedy to recover the overpayment. The AGENCY will be responsible for all costs in excess of the FEDERAL and MDOT funding.

28. ADDITIONAL REQUIREMENTS FOR THE SPECIALIZED SERVICES PROGRAM

a. Budget Adjustments

In addition to the requirements in Section 5, the recipients listed in the PROJECT AUTHORIZATION must request in writing, with the AGENCY and the COORDINATING COMMITTEE jointly agreeing on the request, to adjust funds from one recipient to another.

b. Reimbursements

Actual reimbursement will be based on a rate per mile or one-way passenger trip of SPECIALIZED SERVICES up to the maximum amount provided in the PROJECT AUTHORIZATION.

c. Third-Party Contract Procedures

The AGENCY is exempt from the competitive bidding requirements outlined in Section 7 if the recipients listed in the PROJECT AUTHORIZATION are identified in the AGENCY's application to MDOT and are nonprofit corporations organized under the nonprofit corporation act, Act 162 of the Public Acts of 1982, and eligible authorities and eligible governmental agencies as defined in Act 51 of the Public Acts of 1951, as amended. Services provided by for-profit organizations are subject to competitive bidding requirements.

d. Accounting Records and Documentation

In addition to the requirements in Section 13:

- i. The AGENCY will ensure that records are established and maintained to support the miles traveled and the passengers carried as reported.
- ii. Agencies and subrecipients will use the current "Specialized Services Manual." The document may be found at www.michigan.gov/mdotptd under "Resources," "Audit/Accounting Information."

29. ADDITIONAL REQUIREMENTS FOR THE SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

a. Use and Disposition of Facility/Project Equipment

In addition to the requirements in Section 10, the AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service primarily for the elderly and persons with disabilities for the duration of its useful life and in accordance with FTA procedures as set forth in 49 CFR Part 19.

b. Lease of Project Equipment

The AGENCY may lease the PROJECT equipment to any other agency with the prior written approval of MDOT and the FTA. The AGENCY will maintain or require the lessee to maintain the insurance provisions of Section 10 above. Any such lease will contain all applicable provisions of this Agreement.

30. CONFLICT

In case of any discrepancy between the body of this Agreement and any attachment hereto, the body of this Agreement will govern. In case of any discrepancy between the body of this Agreement and any PROJECT AUTHORIZATION hereunder, the body of this Agreement will govern.

31. TERM OF AGREEMENT

The effective date of this Agreement is October 1, 2016, and the Agreement will continue in effect until the last obligation between the parties under this Agreement has been fulfilled. The Agreement will include PROJECT AUTHORIZATIONS for program years 2017 through 2021.

When the funding of a PROJECT AUTHORIZATION under this Agreement is contingent upon the award of the matching FEDERAL grant for MDOT and FTA funds, MDOT will allow costs to be incurred for PROJECTS in advance of FEDERAL and

MDOT approval to be apportioned in fiscal years 2017-2021, including carryover amounts, subject to allowance by the FEDERAL agency and the following: (1) use of this pre-award spending authority must meet all of the conditions and requirements as may be set forth in the Federal Register, and (2) costs incurred for the PROJECT that are not approved by the FEDERAL agency or MDOT will not be eligible for reimbursement and will remain the responsibility of the AGENCY.

When a PROJECT AUTHORIZATION contains only STATE funds or only STATE and local funds, MDOT will allow costs to be incurred by the AGENCY for the PROJECT prior to award of the PROJECT AUTHORIZATION. If costs are incurred for a PROJECT that are not approved by MDOT, those costs will not be eligible for reimbursement and will remain the responsibility of the AGENCY. If for any reason the PROJECT AUTHORIZATION does not get awarded, MDOT will not be responsible for expenses that have been incurred.

MDOT will not pay or be responsible for any costs incurred by the AGENCY subsequent to the expiration of the PROJECT AUTHORIZATION.

PROJECT AUTHORIZATIONS may be issued under this Agreement beginning October 1, 2016. The term for a PROJECT AUTHORIZATION will be indicated on that PROJECT AUTHORIZATION.

32. SIGNING

This Agreement will become binding on the parties upon signing by the duly authorized representatives of the AGENCY and MDOT and upon the adoption of a resolution approving this Agreement and authorizing the signature(s) hereto of the respective official(s) of the AGENCY. A certified copy of the Agreement resolution must be provided to MDOT.

Prior to the award of any PROJECT AUTHORIZATION, the AGENCY must provide to MDOT a certified copy of a resolution approving the PROJECT AUTHORIZATION and authorizing the signature(s) of the respective official(s) of the AGENCY. In lieu of individual resolutions for each PROJECT AUTHORIZATION, the AGENCY may elect to provide authority to sign the PROJECT AUTHORIZATION as a part of the Agreement resolution.

ANTRIM COUNTY BOARD OF COMMISSIONERS

Reviewed
W
Contract Adm

By: _____
Title:

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

April 1, 2016

**EXHIBIT A
INSURANCE REQUIREMENTS**

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE. The AGENCY also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The AGENCY will comply with the following insurance requirements as applicable:

I. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
 - i. Personal Protection Insurance as required by MCL 500.3101(1).
 - ii. Property Protection Insurance as required by MCL 500.3101(1).
 - iii. Residual Liability Insurance as required by MCL 500.3101(1).
 - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
 - v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.
- c. The coverage specified above will name the AGENCY and the STATE as the insured.
- d. Before starting work, the AGENCY will give the STATE a certificate of insurance certifying that at least the minimum coverage required herein is in effect and specifying that the coverage will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policies of insurance without thirty (30) days advance written notice to the STATE.

Renewals will be procured at least thirty (30) days prior to expiration of said policies.

2. Facility and/or Equipment Insurance (Non-Vehicle) and Bonds

a. Insurance - During the term of this Agreement, the AGENCY will:

- i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value thereof with a deductible not to exceed Ten Thousand Dollars (\$10,000). The AGENCY will be responsible for the payment of any deductible. The AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.
- ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.
- iii. Before starting work, the AGENCY will give the STATE a certificate of insurance certifying that at least the minimum coverage required herein is in effect and specifying that the coverage will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policies of insurance without thirty (30) days advance written notice to the STATE. Renewals will be procured at least thirty (30) days prior to expiration of said policies.

b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

**APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 2, 2014)

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Antrim County Animal Control From: 08/01/2016 12:00 AM To: 08/31/2016 11:59 PM	DOGS			CATS		
	Totals	Altered at Intake	Unaltered at Intake	Totals	Altered at Intake	Unaltered at Intake
Total Intakes :	24	7	17	49	3	46
Total Stray :	15	4	11	23	0	23
Impounded :	0	0	0	0	0	0
Turned in by owner :	9	3	6	26	3	23
Returned to owner :	13	4	9	6	0	6
Total Sold :	15	5	10	30	3	27
Total Euthanized :	2	0	2	7	1	6
Escaped :	0	0	0	0	0	0
Died :	0	0	0	0	0	0
Quarantine :	0	0	0	0	0	0
OTHER ANIMALS : FARM & WILDLIFE :						
Total Wildlife :	0					
Total Farm :	0					
Total Other :	0					
GAS LOG						
Complaint #s RECEIVED	34	8-1	23.4			
Animal Bites :	14	8-8	23			
Miles Traveled :	1631	8-10	21.1			
Gasoline Used :	134.3	8-17	23.5			
Warrants Obtained :	-	8-19	14.3			
Tickets Issued :	2	8-26	29.0			
Warnings Given :						
Animal Control Officer : (signature)						# 601

[Print This Page](#)

(Use the above link to print, Or, "[RightClick]Print" from most browsers)



Memorandum Administration Office

September 20, 2016

TO: Health and Public Safety Committee

FR: Pete Garwood, County Administrator

A handwritten signature in black ink, appearing to be 'PG', located to the right of the 'FR:' line.

RE: Grand Valley State University Affiliation Agreement (Sheriff) – Nursing Students

Sheriff Dan Bean has submitted a request for approval of an affiliation agreement with Grand Valley State University (GVSU) to utilize bachelor level nursing students to work with the Sheriff Department nursing staff. Please refer to my memo regarding the same agreement with the Commission on Aging contained in this agenda packet. The only change to the agreement is that it would be between GVSU and the Antrim County Sheriff Department.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners authorize the Sheriff to execute an affiliation agreement between Grand Valley State University and Antrim County Sheriff Department to allow the Sheriff to utilize bachelor level nursing students to work with the department's nursing staff.

Verellen, Katie

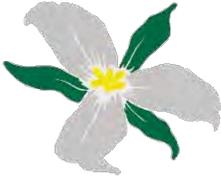
From: Bean, Daniel
Sent: Friday, September 09, 2016 12:39 PM
To: Verellen, Katie
Subject: FW: Agreement
Attachments: 20160909122651234.pdf

Public Safety Committee,

Attached is an agreement for a nurse intern to work with our nursing staff for her degree. There is a termination on 90day notice.

I am sending this for approval.

Sheriff Daniel S. Bean



Memorandum Administration Office

September 22, 2016

TO: Health and Public Safety Committee

FR: Janet Koch, Associate Planner JK

RE: Michigan Public Safety Communication System (MPSCS) invoices

Sheriff Dan Bean emailed the following attachments to our office this morning for inclusion in the Health & Public Safety Committee agenda packet:

- Documents that Sheriff Bean emailed to Senator Wayne Schmidt – attached pgs. 89-95
- Emails with subject: “Late billings for mic fees” – attached pg. 96
- Emails with subject: “MANCELONA TOWER APPLICATION” – attached pgs. 97-98

Please note that the attachments are informational only; Sheriff Bean will be bringing the issue to the Finance Committee at their meeting of October 10.



ANTRIM COUNTY SHERIFF'S OFFICE

PO Box 568 ♦ 107 E Cayuga ♦ Bellaire, MI 49615
Office (231)-533-8627 Ext 1 Fax (231)-533-5803
Emergency – Dial 911

Daniel S. Bean
Sheriff

Dean A. Pratt
Undersheriff

~~FAX~~

TO: Senator Wayne Schmidt senwschmidt@senator.michigan.gov
FROM: Sheriff Dan Bean
DATE: Sept. 12, 2016
RE: mic fees

This ~~fax~~ ^{email} contains 7 pages, including the cover sheet.



Thanks for your help.

! Dan

The information contained in the following message is proprietary and confidential information, intended for the use of the individuals or entity named on this cover sheet. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

Bean, Daniel

From: Gank, Michael
Sent: Sunday, July 31, 2016 11:45 AM
To: Bean, Daniel
Cc: Pratt, Dean
Subject: MPSCS OUTSTANDING BILLS
Attachments: MPSCS Dispatch.pdf; New_Fee_Structure_and_800_MHz_Trunked_Pager_504076_7.pdf; MPSCS Sheriff.pdf

Dan

Here is the run down for the outstanding bill for the 800s for Pete's office.

The MPSCS has sent the Antrim County 911 center and the Antrim County Sheriff's Office a series of invoices for Mic Fees from a period of 2008 – 2010 and 2013 – 2015. The 911 center nor the Sheriff's Office received invoices and both parties actively used the MPSCS radio between 2008-2010 and 2013 - 2015. Invoices were received and paid for the period between 2010 and 2013.

In approximately 2013 Sheriff/911 Director received invoices from the MPSCS for mic fees owed over a period of 2008 - 2011. The MPSCS had a fee structure billed biannually on April and October each year. The fee paid by 911 and the Sheriff's Office was \$100 per device to access the MPSCS radio system. The invoices received for the for the open budget period were processed as normal. The invoices prior to that budget period were not paid by direction of the Antrim Co Civil council Charlie Koop. After reviewing the issue Koop stated that the books had been closed for the previous year and the books cannot be reopened to process new invoices. The Sheriff's Office/911 should not be expected to pay for a service that was not billed in a timely fashion.

No invoices were received from the MPSCS for the time period from 2013 to 2015. On June 7, 2016 the 911 Center received an invoice from the DTMB with invoices showing an outstanding balance of \$4,584.40. The charge was \$600 bi annually and had accrued over the period of 2008 – 2010 and 2013 – 2015. I contacted the DTMB about the bill asking if the Antrim County Sheriff's Office also had an outstanding bill. I then received an invoice for \$47,341.66 that had accrued at \$6,300 bi annually. The DTMB is stating that we must pay these outstanding balances or we will not be allowed to add new radios to the system.

Antrim County is not the only community dealing with this delinquent billing issue. Elk Rapids, Bellaire, and Mancelona PD did not receive mic fees in this same time period and hold outstanding balances. There are other counties in our Northern Regional area that were not invoiced appropriately and now have outstanding balances as well.

Does the Antrim County 911 Center and Sheriff's Office have to pay the outstanding balance?

On a side note the MPSCS radio system was built with public bond money. It is my understanding that the bond was written in a way to prevent the state from making more than \$2,000,000 a year in fees on radio system. If in fact that is true and the outstanding balance was accrued during the period the bond was active, does the state have a standing in billing for money it could not receive at that time?

Michael Gank
 Antrim Co 911
 W 231 533 8627 x 3243



STATE OF MICHIGAN
 MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET



Antrim County Sherriff Department
 P.O. Box 568
 Bellaire, MI 49615

Doc. Type: Invoice
MPSCS Invoice #: 14-000350
Account: 05-006
Invoice Date: 2013-10-30

ACCOUNT SUMMARY

Previous Balance:	\$28,165.00
Less Payments:	\$6,700.00
Adjustments:	\$0.00
Plus New Charges:	\$6,100.00
Outstanding Balance - PAY THIS AMOUNT	\$27,565.00

NEW RECURRING SUBSCRIPTION FEES

Service Level	# Radios	Service Period	Rate	Amount
FULL	61	10/01/2013 - 03/31/2014	100.00	\$6,100.00
Total Recurring Subscription Fees:				\$6,100.00

Total New Charges: **\$6,100.00**

Payment is due within 30 days of invoice date. Attached is a detailed list of services provided.
Billing Inquiries: Robert Parsons Phone: 517-373-3193 Email: parsonsr3@michigan.gov
 Add/Change/Discontinue service: Dan Robinson Phone: 517-336-6621 Email: robinsond4@michigan.gov

To Ensure Proper Credit, SEND THIS INVOICE PAGE, With Payment To:
 State of Michigan
 Dept. of Management & Budget
 P.O. Box 30681
 Lansing, MI 48909

MPSCS Invoice #: 14-000350



STATE OF MICHIGAN
 MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET



Antrim County Sheriffs Dept.
 P.O. Box 568
 Bellaire MI 49615

Invoice # : MPSCS-01166
 Service Code: 05-006
 Date: 4/16/2013

Net 30 Days

Radio Subscription Fees	Radios	ServicePeriod	Rate	Cost
FULL	61	4/1/2010 - 9/30/2010	\$100.00	\$6,100.00

Total Costs **\$6,100.00**

Amount Due **\$6,100.00**

Payment is due within 30 days of invoice date. Attached is a detailed list of services provided. Please direct billing inquiries to Cinnamon Simpson at (517) 241-4219 (e-mail: simpsonc@michigan.gov). To add, reduce or change services please contact Dan Robinson at (517) 336-6621 (e-mail: RobinsonD4@michigan.gov).

To Ensure Proper Credit, Send This Portion With The Payment To:

State of Michigan
 Department of Management and Budget
 PO Box 30681
 Lansing, MI 48909

Invoice # : MPSCS-01166
 Service Code: 05-006
 Date: 4/16/2013
 Amount Due: \$6,100.00



STATE OF MICHIGAN
 MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET



Antrim County Sheriffs Dept.
 P.O. Box 568
 Bellaire MI 49615

Invoice # : MPSCS-00053
 Service Code: 05-006
 Date: 4/16/2013

Net 30 Days

Radio Subscription Fees	Radios	ServicePeriod	Rate	Cost
FULL	61	10/1/2009 - 3/31/2013	\$100.00	\$6,100.00

One Time Fees	Quantity	Start Date	Unit Cost	Cost
1ARCN	13	3/6/2006	\$5.00	\$65.00
MTEMP	2	3/6/2006	\$100.00	\$200.00

Total Costs **\$6,365.00**

Amount Due **\$6,365.00**

Payment is due within 30 days of invoice date. Attached is a detailed list of services provided. Please direct billing inquiries to Cinnamon Simpson at (517) 241-4219 (e-mail: simpsonc@michigan.gov). To add, reduce or change services please contact Dan Robinson at (517) 336-6621 (e-mail: RobinsonD4@michigan.gov).

To Ensure Proper Credit, Send This Portion With The Payment To:

State of Michigan
 Department of Management and Budget
 PO Box 30681
 Lansing, MI 48909

Invoice # : MPSCS-00053
 Service Code: 05-006
 Date: 4/16/2013
 Amount Due: \$6,365.00



STATE OF MICHIGAN
 MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET



Antrim County Sheriffs Dept.
 P.O. Box 568
 Bellaire MI 49615

Invoice # : MPSCS-91143
 Service Code: 05-006
 Date: 4/16/2013

Net 30 Days

Radio Subscription Fees	Radios	ServicePeriod	Rate	Cost
FULL	48	4/1/2009 - 9/30/3009	\$100.00	\$4,800.00

Total Costs **\$4,800.00**

Amount Due **\$4,800.00**

Payment is due within 30 days of invoice date. Attached is a detailed list of services provided. Please direct billing inquiries to Cinnamon Simpson at (517) 241-4219 (e-mail: simpsonc@michigan.gov). To add, reduce or change services please contact Dan Robinson at (517) 336-6621 (e-mail: RobinsonD4@michigan.gov).

To Ensure Proper Credit, Send This Portion With The Payment To:

State of Michigan
 Department of Management and Budget
 PO Box 30681
 Lansing, MI 48909

Invoice # : MPSCS-91143
 Service Code: 05-006
 Date: 4/16/2013
 Amount Due: \$4,800.00



STATE OF MICHIGAN
 MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET



Antrim County Sheriffs Dept.
 P.O. Box 568
 Bellaire MI 49615

Invoice # : MPSCS-90046
 Service Code: 05-006
 Date: 4/16/2013

Net 30 Days

Radio Subscription Fees	Radios	ServicePeriod	Rate	Cost
FULL	48	10/1/2008 - 3/31/2009	\$100.00	\$4,800.00

Total Costs **\$4,800.00**

Amount Due **\$4,800.00**

Payment is due within 30 days of invoice date. Attached is a detailed list of services provided. Please direct billing inquiries to Cinnamon Simpson at (517) 241-4219 (e-mail: simpsonc@michigan.gov). To add, reduce or change services please contact Dan Robinson at (517) 336-6621 (e-mail: RobinsonD4@michigan.gov).

To Ensure Proper Credit, Send This Portion With The Payment To:

State of Michigan
 Department of Management and Budget
 PO Box 30681
 Lansing, MI 48909

Invoice # : MPSCS-90046
 Service Code: 05-006
 Date: 4/16/2013
 Amount Due: \$4,800.00

From: [Schrader, Tina](#)
To: [Koch, Janet](#)
Subject: FW: Late billings for mic fees
Date: Thursday, September 22, 2016 9:23:24 AM
Attachments: [20160912163332571.pdf](#)

-----Original Message-----

From: Bean, Daniel
Sent: Thursday, September 22, 2016 9:22 AM
To: Schrader, Tina
Cc: Putz, Elizabeth; Gank, Michael; Pratt, Dean; Haydell, Debra; gclark@cce911.com
Subject: FW: Late billings for mic fees

Tina,

I will need this put on public safety as an information item and then will need to go to finance I am sure.

I will send you another email we got from the state and I have left the senator voice message in reference to this as a follow up to my email.

DAN

-----Original Message-----

From: Bean, Daniel
Sent: Monday, September 12, 2016 4:54 PM
To: 'senwschmidt@senate.michigan.gov'
Cc: Gank, Michael; Pratt, Dean; 'gclark@cce911.com'; 'tjungel@misheriff.org'
Subject: FW: Late billings for mic fees

Senator,

Thanks for your time on the phone.

Here is the billing we received in July and an attached letter from my 911 Sgt.

We were never billed for these by year and then we received an outstanding bill for over \$47,000 and almost \$5000.00 for 911 dispatch.

Our books are closed by May for the previous year and we are by then half way through this year with really no way of getting it paid.

I have also been "told" that if not paid we cannot have radios repaired or order new ones.

I feel like we are being held hostage over them not billing in a timely manner and then expecting a large bill to be paid by small county entities.

I know there are others in the same boat.

I would appreciate anything that can be done.

Sheriff Daniel S. Bean

From: [Schrader, Tina](#)
To: [Koch, Janet](#)
Subject: FW: MANCELONA TOWER APPLICATION
Date: Thursday, September 22, 2016 9:24:35 AM

From: Bean, Daniel
Sent: Thursday, September 22, 2016 9:23 AM
To: Schrader, Tina
Subject: FW: MANCELONA TOWER APPLICATION

Here is the latest email sent.

I have not heard a thing on where this situation is at. I left Senator Schmidt an voice message yesterday and as of today still nothing.

Dan

From: Bean, Daniel
Sent: Tuesday, September 20, 2016 4:07 PM
To: senwschmidt@senate.michigan.gov
Cc: Gank, Michael; Pratt, Dean; gclark@cce911.com; Haydell, Debra; Putz, Elizabeth
Subject: Fwd: MANCELONA TOWER APPLICATION

Senator,

This is in reference to the email I sent you last week.

This is ridiculous. We are being held hostage now for tower issues that need to be fixed and won't.

We are PUBLIC SAFETY and need to be able to work for our constituents.

I am asking for this to be dealt with please. This is plain wrong.

Thank you for what you can do as soon as possible.

Sheriff Daniel S. Bean.

Sent from my iPhone

Begin forwarded message:

From: "Gank, Michael" <gankm@antrimcounty.org>
Date: September 20, 2016 at 3:37:16 PM EDT
To: "Jessica Spindler (jessica_spindler@tele-rad.com)" <jessica_spindler@tele-rad.com>
Cc: "Bean, Daniel" <beand@antrimcounty.org>, "Pratt, Dean" <prattd@antrimcounty.org>
Subject: MANCELONA TOWER APPLICATION

Jessica

I received a call from Buzz Leach today. He is unable to process the Mancelona tower application until we have a resolution on Antrim Co's Mic fees.

Michael Gank
Antrim Co 911
W 231 533 3547
F 231 533 6578
WC 231 350 9103

CONFIDENTIALITY NOTICE

This email is covered by the Electronic Communications Privacy Act, 18 U. S. C. §§ 2510-2521 and is legally privileged. This email, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential, or privileged information. If you are not the intended recipient, any dissemination, use, distribution or copying is strictly prohibited. If you receive this email in error, please notify me via return email, permanently delete the original and destroy all copies.

Memo

To: Health & Public Safety Committee
From: Leslie Meyers, Coordinator
cc: Peter Garwood, County Administrator
Date: September 20, 2016
Re: Aug – Sept. 2016 Monthly Report

- Presentation of the Natural Hazards Plan to our municipalities continues.
- Monthly radio test.
- R7 Meeting.
- 911 Board. I have devoted a bulk of my time to documenting the past 20 years of 911 information. I hope to have the documentation portion of the information completed by the October 911 meeting. The plan is projected to be complete by Jan. 1.
- Emergency Support Functions are being created in conjunction with our EAG (Emergency Action Guidelines).
- Research continues on an emergency notification system. There is a free version of NIXLE available to us, using it means that our residents and guests will be required to have 2 apps if they want Smart911 also.
- The 2nd Annual Paddle Antrim Event was a great success! There were almost 200 paddlers. We learned a lot, came to understand the great towing capabilities of the new pick-up, worked well with Grand Traverse Metro and Kalkaska Counties (not to mention our own local fire depts., and have a great full scale exercise to put on our training report for 2016. My hats off to all volunteers.
- With the assistance of American Red Cross, 22 smoke detectors were installed for Antrim County residents.
- Damage assessment training took place in late August in Gaylord. I was able to work with the instructor who has agreed to bring the training to Antrim County in late January. The plan is to hold the 4 hour class twice – once in the morning and again in the afternoon. Recommended audience is all political subdivisions. I took the opportunity when presenting the Natural Hazards Plan on the importance of their assistance and place during and after an event similar to Aug. 2, 2015.
- ACES meeting.